CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, November 3, 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 November 3, 2025 agenda.

2. Presentations -

a. Parking Study Results

b. TC-2 Town Center Corey Circle Community Forum: Follow-up and request for direction
Staff will present a summary of public feedback from the TC-2 Coquina West forum held on October 9th, potential concepts for land use and zoning modifications based on that feedback, and seek general City Commission direction on next steps.

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. Authorize the City Manager to execute the Contracted Instructional Agreement with Angie Beaver not to exceed $35,000 for FY 2026.

b. Authorize the City Manager to execute the Services Agreement with Cotton Commercial USA, Inc. for Disaster Recovery/Assistance After Natural or Man-Made Disasters

5. Action Items -

a. Authorize Collaboration with the Tampa Bay Regional Planning Council and National Wildlife Federation – Tampa Bay Coastal Master Plan

b. Resolution 2025-25: Authorizing the demolition of the Shuffleboard Building
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PAW MATERIALS, INC., D.B.A. PAW DEMOLITION TO DEMOLISH SHUFFLEBOARD BUILDING 101 9TH AVENUE.

c. Resolution 2025-26: Designating an administrative authority to oversee plat and replat applications
A RESOLUTION OF THE CITY OF ST. PETE BEACH DESIGNATING THE CITY MANAGER OR DESIGNEE AS THE ADMINISTRATIVE AUTHORITY RESPONSIBLE FOR RECEIVING, REVIEWING, AND PROCESSING PLAT OR REPLAT SUBMITTALS AS WELL AS APPROVING, APPROVING WITH CONDITIONS, OR DENYING PLAT OR REPLAT SUBMITTALS, AS REQUIRED BY LAWS OF FLORIDA 2025-164; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND EXPIRATION DATE.

Action Options: Motion to [approve/approve with modifications/deny] Resolution 2025-26.

d. Acceptance of the Substantial Damage Administrative Procedures (SDAP) Plan

6. Items for Discussion -

7. City Clerk, City Manager, City Attorney and City Commission Reports -

8. 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.

DIXON
Resources Unlimited

Memo

To: St. Pete Beach City Commission
From: Dixon Resources Unlimited
Date: October 17, 2025
Re: Parking Action Plan (PAP) Executive Summary

In March 2025, the City of St. Pete Beach (City) engaged Dixon Resources Unlimited (DIXON) to conduct a comprehensive parking management study, culminating in a Parking Action Plan (PAP) report. DIXON's approach was rooted in the City's goals for the parking program, including: increasing revenue, encouraging compliance with regulations, managing impacts on residents, and streamlining operations. The study coincided with extensive community engagement efforts to ensure recommendations reflect public perspective. Additionally, a parking utilization data report and financial projections were also included.

Community Engagement

The community engagement process included three face-to-face community meetings and several follow-up calls with residents and business owners. As part of this process, an online survey was made available from August 4 to August 22, 2025, to gather feedback. The survey received 658 responses. All details of the community engagement process are summarized in Appendix B of the PAP.

Data Collection

A targeted data collection effort was conducted citywide in late May and early June 2025, using vehicle-mounted license plate recognition (LPR) cameras. This data revealed that parking across the City was generally underutilized, with an average occupancy of 37% throughout the study area. Overall, parking turnover was low, with 60% of vehicles staying longer than three hours. The average length of stay across the study area was 4.1 hours. However, the average length of stay for paid parking spaces was lower, at 3.5 hours. Maps, tables, and additional figures are found in Appendix A of the PAP.

Recommendations

The PAP contains the exhaustive list of recommendations for improving the City's parking program. Recommendations are categorized by topic, including: enforcement, technology, signage, parking supply, and policy. Implementing demand-based pricing for paid parking is a key recommendation, and the report contains revenue projections for three versions in Appendix C. The PAP also evaluates the costs and benefits of outsourcing enforcement services in Appendix D.

Parking Action Plan

Prepared for the City of St. Pete Beach
by Dixon Resources Unlimited
September 15, 2025

Contents

Introduction 3
Background 3
About the Parking Study 4
Goals 5
Parking Supply Recommendations 6
Shared Parking Agreements 6
Parking Garage Development 8
Technology Recommendations 10
Enforcement Operations Recommendations 13
Wayfinding & Signage Recommendations 16
Parking Management Recommendations 19
Program & Policy Recommendations 21
Municipal Code 21
Paid Parking 22
Permit Parking 24
Recommended Policies by Location 27
Other Recommendations 31

Attachments

Appendix A – Parking Utilization Study Report A1
Appendix B – Community Engagement Summary B1
Appendix C – Financial Projections C1
Appendix D – Contracted Enforcement Memo D1

Introduction

Dixon Resources Unlimited (DIXON) was contracted by the City of St. Pete Beach (City) to undergo an in-depth analysis of the City's parking program to provide guidance for improvement. This Parking Action Plan (PAP) consolidates DIXON's findings and recommends policies, procedures, and strategies for addressing the City's current and future parking needs.

DIXON's recommendations are rooted in the City's goals for the parking program which include increasing revenue, encouraging compliance with regulations, managing impacts on residents, and streamlining operations. DIXON also received ample community feedback from multiple perspectives which highlights the importance to balance the needs of residents, businesses, and local tourism. Included later in the PAP is an implementation checklist, which divides the recommended actions into three stages: immediate, mid-term, and long-term.

Background

St. Pete Beach is a barrier island city accessible by vehicles on three bridges. The City is a major tourist destination, and its peak season runs from late November through May. Tourism is a key driver for the local economy and has been on the rise since the COVID pandemic. While tourism supports the City's economy, the traffic and parking impacts associated with visitors have left many residents wary of increased tourism.

To help manage the high demand for limited beach parking, the City has developed a robust paid parking program. In fact, payment is required on over 1,000 of the City's on-street parking spaces. Paid parking is largely concentrated near the City's key beach areas, including Upham Beach and Pass-a-Grille Beach. Paid parking revenue is driven mainly by visitors, as residents are allowed to park in paid parking spaces for free with their residential permits. Most residential areas, such as in the east-west Avenues of Pass-a-Grille, have permit parking restrictions that restrict visitor parking. To enforce paid and permit parking regulations, the City employs a parking enforcement team that conducts daily patrols.

The City is interested in exploring innovative technology, as demonstrated by their previous implementation of a sensor-based parking guidance system. The City continues to be mindful of extreme weather events and environmental considerations when considering recent technology. For instance, the 2024 hurricane season brought heavy floods and beach closures, damaging the sensors (that were ultimately removed) and causing a drop in parking revenue. Despite these setbacks, the City's parking program has a solid foundation and is ready for further optimization and growth.

About the Parking Study

DIXON conducted a parking study with a citywide scope, covering both on-street and off-street parking conditions. The study included a review of policies for residential parking permits, employee permits, customer parking, beach parking, and more. Supporting this review was an assessment of the City's municipal code as well as key sections of the Florida Statutes. DIXON also reviewed contracts and data regarding the City's relationships with parking technology vendors and existing shared parking agreements. Documents reviewed include:

- Transaction data from Flowbird and ParkMobile
- Permit sales data
- Parking citation data
- Park enforcement schedules and personnel costs
- Annual data reports from FreeBee
- Shared parking agreements and lease agreements
- Vendor contracts with Flowbird, Conure, ParkMobile, and Passport

Figure 1. Study Area

To gain insight into the parking supply and demand of the City, DIXON enabled City staff to collect parking utilization data throughout the study area shown in Figure 1 (an expanded version can be found in Figure A1 of Appendix A). To do so, DIXON loaned the City a License Plate Recognition (LPR) camera and provided detailed data collection routes for the staff to follow. DIXON also worked with the City's existing LPR vendor to integrate historical data from 2023 to early 2025. Providing insights on enforcement coverage, localized parking demand, turnover rates, and more, these efforts are critical for making data-driven decisions.

The study also includes a public engagement component. After several meetings with City staff, DIXON conducted a site visit from May 8 to May 11, 2025. This site visit included a meeting

with City staff, two public engagement sessions, a ride along with parking enforcement, as well as self-guided visits to local businesses and the Sunday Market on Corey Ave. Community members had an opportunity to provide feedback on preliminary recommendations through an online parking survey. Details and key takeaways from the public engagement activities are described in the community engagement summary provided in Appendix B.

The recommendations in this report reflect industry best practices, incorporate DIXON's ongoing industry involvement, and are tailored to St. Pete Beach's specific needs and goals.

Goals

Incorporating statements made from City staff throughout the parking study, DIXON identified four goals that summarize the City's desires for the future of the parking program. DIXON based its recommendations on their ability to achieve the following goals:

- Increase parking revenue
- Manage parking impacts on residents
- Optimize the efficiency of parking operations
- Encourage compliance with parking regulations

Parking Supply Recommendations

While it is generally best practice to focus on a more efficient utilization of a city's existing parking resources through parking demand management, St. Pete Beach could uniquely benefit from an increased parking supply. In fact, the City and several members of the community have inquired about a new parking garage and additional shared parking agreements to provide more options for beach parking and commercial parking, especially for Sunday Market visitors.

Shared Parking Agreements

The City has managed several shared parking agreements in the past, including with Wells Fargo, Bank of America, and Suncoast Fitness Inc. It also currently manages one with Pinellas County to maintain and enforce the County Beach Park lot. These agreements have typically included a 50/50 split of gross revenue between the City and the lot owner, with varying terms related to maintenance, operations, and enforcement responsibilities.

To increase the public parking supply, DIXON has identified several opportunities for additional shared parking agreements for the City to consider. Several of these opportunities are near Corey Ave, where there is strong community support for shared parking to serve the Sunday Market. Additional staffing resources may be required to enforce the new shared lots to ensure compliance.

What are Shared Parking Agreements?

The City can increase the public parking supply by establishing shared parking agreements with private lot owners. These agreements allow underutilized parking spaces to be used for public parking during off-hours. The agreement would determine the ideal parking regulations (paid, time-limited, and/or permit) for public use and provide the necessary enforcement for the lot.

This strategy provides benefits such as eliminating the costs of building new parking, improving convenience, optimizing use of existing spaces, and avoiding excessive land use for parking. Private property owners could benefit from an added revenue stream, municipal support for enforcement, and improved signage. The agreements would outline key terms and conditions, such as usage, maintenance, operations, enforcement responsibilities, and liability.

- **Update revenue-sharing terms in the shared parking agreement template.** The City's current shared parking agreement with Pinellas County as well as its past agreements with private property owners have all split the gross revenue 50/50. This presents a potential loss of revenue for the City, as this revenue split may not cover the costs of enforcement, signage, and maintenance that the City is responsible for in the agreement. To ensure that costs are covered and true profits are shared, the City should only propose new parking agreements where the net revenue is split. The City can also renegotiate its existing agreement with the County, opting to handle all maintenance of the County Beach Park lot in exchange for a net revenue split.

- **Establish an agreement with the Post Office.** The Post Office's proximity to Corey Ave and weekly closure on Sundays make it a perfect site for shared parking to serve the Sunday Market. This lot has remained empty since the 2024 hurricanes and Sunday Market visitors have erroneously parked here in the past and had their vehicles towed. It has the potential to offer premium parking spaces for Sunday Market visitors.

- **Establish an agreement with the St. Pete Beach Public Library.** The Public Library is also closed on Sundays and located close to Corey Ave, making it another great option for the Sunday Market. The City is already in contact with library staff and should proceed with determining hours of operation and other terms.

- **Establish a shared parking agreement with Century Dental.** The owners of Century Dental also own an adjacent undeveloped parcel at 605 75th Ave, located one block from Corey Ave (Figure 2). They have expressed interest in converting the parcel into a parking lot. However, the location of the lot is zoned as TC-2 under the land use development code, which does not currently allow parking lots as a permitted use. In the short-term, the City should consider issuing a Conditional Use Permit and granting an exemption to enable a shared parking agreement for Sunday Market demand. This would require temporary signage (e.g., A-frames) to direct visitors and ensure sidewalks remain clear for safe pedestrian access. In the long-term, the City should consider amending the zoning code to give developers greater flexibility to expand the parking supply.

Figure 2. Undeveloped Parcel Next to Century Dental

- **Re-establish a shared parking agreement with Fit for Life/Bay Dermatology.** The owners of Fit for Life Fitness Center and Bay Dermatology, which share a parking lot, have also expressed interest in a shared parking agreement. The City should initiate new negotiations, with the adjusted net revenue split.

- **Establish an agreement with Plaza Beach Hotel.** The fenced property at the southeast corner of 46th Ave and Gulf Blvd, owned by Plaza Beach Motel LLC, is well-suited for paid public beach parking due to its proximity to the County Beach Park. To open up this space for public parking, the City should pursue a shared parking agreement with the owner to improve the lot and install paid parking equipment, signage, and LPR cameras to collect occupancy data.

Figure 3. Vacant Parcel near Plaza Beach Hotel

- **Re-establish a shared parking agreement with Wells Fargo.** The City should renegotiate and renew its shared parking agreement with Wells Fargo to provide parking to Sunday Market vendors. Wells Fargo expressed concerns over liability, which can be addressed by including comprehensive limited liability terms in the contract.

- **Consider other locations suggested by community members.** The online parking survey conducted by DIXON included a free-response question asking respondents to provide specific locations for potential new shared parking agreements and parking garages (see Appendix B – **Community Engagement Summary**). A frequently mentioned location was the former Winn Dixie supermarket at 7625 Blind Pass Rd.

Parking Garage Development

Several residents, business owners, and City staff have expressed support for building a parking garage to help meet peak parking demands. This option provides the most direct and significant increase in the public parking supply. However, this option requires significant financial investment.

How much does a parking garage cost?

The costs of building a parking garage are typically measured per parking space, as it allows for easier calculation of cost recovery. In California, another coastal state, the average parking garage costs $65,000 per parking space to build. In nearby Clearwater, Florida, the pre-bid estimate for a current parking garage development project was $56,000 per space. St. Pete Beach could expect a cost per space within this range. Therefore, a 2-story, 100-space garage could cost upwards of $6 million.

- **Consider applying for future Penny for Pinellas funding.** The City's ability to build a parking garage depends heavily on funding. One potential source is the Penny for Pinellas program, which is a voter-approved 1% sales tax that aims to invest $853 million in municipal projects within Pinellas County from 2020 to 2029. One of the program's top priorities are projects that support community vitality and economic development. If the City can demonstrate that the lack of parking poses a considerable hindrance to the vitality and economy of its jurisdiction, a new parking garage could be eligible to receive funding. As funding has already been allocated for the current term, the City should consider the opportunity to request future funding if voters approve a renewal of the 1% sales tax for 2030 onwards.

- **Construct a garage at a recommended location.** Location and design are critical to the compatibility of a new parking garage within its surroundings. Key considerations include height, which may affect view corridors and neighborhood character, as well as soil and water conditions, which can influence construction feasibility. In coastal or flood-prone areas, garages may also serve as emergency evacuation locations. During this study, several community members expressed opposition to a garage in Pass-a-Grille. Based on observations during the site visit as well as conversations with community members, the following locations are potential sites for a new parking garage:

    - **County Beach Park lot.** This lot is on County property, so any construction would require Pinellas County's support. It could be converted to a 2-story parking structure, as anything taller would block the Gulf Strand Resort's view.

    - **Vacant parcel across from Plaza Beach Hotel.** The owner of the parcel, who also owns the Plaza Beach Hotel, expressed openness to working with the City to develop the lot into a parking facility. Its proximity to County Beach Park could serve as additional beach parking (see Figure 4 for the location).

    Figure 4. Vacant parcel at 3855 Gulf Blvd

    - **3855 Gulf Blvd.** This vacant waterfront parcel is zoned for "BR – Bayou Residential," which allows for commercial parking lots (see Figure 4).

Technology Recommendations

The City has a well-equipped parking technology suite which supports paid parking, citation and permit management, and enforcement. The City offers pay stations through Flowbird and mobile payment options (Pay-by-Text and mobile payment apps) through Flowbird and ParkMobile. Flowbird and ParkMobile have also recently merged, potentially allowing for more consolidated payment options soon. Passport offers citation and permit management, as well as citation issuance handhelds for the enforcement team. The City uses LPR cameras to conduct parking enforcement and is actively seeking to transition to a new vendor. Several vendors have headquarters or a strong presence in Florida, which the City can leverage in customer service and maintenance support requests. Mentioned earlier in the PAP, the City also previously installed parking sensors, which were used for parking guidance. However, they were damaged in the 2024 hurricane season and ultimately removed.

- **Review and update contracts.** The original termination dates of both the Passport and ParkMobile contracts have passed, while a copy of the Flowbird contract could not be located. The City should reach out to these vendors and secure contract renewals or continuations to ensure little to no disruption of service.
- **Finish implementing last chance lookup.** The City is already in the process of implementing last chance lookup on their parking enforcement handhelds, which will help streamline enforcement processes. This involves integrating vendor data from permit and paid parking sources to the enforcement handhelds to confirm a violation before issuing the citation.
- **Audit and update parking regulations on paid parking platforms.** DIXON has noted some discrepancies between posted signage and the options displayed on paid parking platforms. These platforms should be audited and updated to ensure they reflect physically displayed hours, prices, and locations. The City has already taken key steps in this process and should continue to do so.
- **Clean up databases for future technology.** The City has expressed interest in implementing innovative technology for parking management. Several promising and innovative tools are emerging for curb management and predictive analytics. However, many of these technologies require up-to-date inventories of parking regulations and other major data streams. The City should consider attending conferences and reviewing industry news and trends to identify potential partners. The City should also update, verify, and expand its parking inventory in advance.

What are some current innovative parking technology trends?

Innovative parking technology trends include taking advantage of unprecedented capabilities in both real-time and static data collection, AI, and cloud-based integration. The most advanced systems connect payment, enforcement, permits, occupancy, and analytics into a single platform, often powered by LPR technology, predictive algorithms, and detailed parking analytics. These tools enable strategies like demand-based pricing, active curb management, smart loading zones, advanced parking guidance, and automated enforcement. Technology is currently trending towards providing equitable, sustainable, and frictionless user experiences.

- **Consider prioritized cellular networks for enhanced connectivity.** Fast cell service is critical to both maintaining updated information for ongoing parking sessions and accessing that information. To ensure connectivity during peak times, consider leveraging prioritized cellular networks.
- **Follow LPR replacement and transition plan.** The City is in the process of procuring a qualified vendor to replace the current Conure LPR cameras, as the contract has expired and the vendor has informed the City it will no longer provide LPR services. The City should request an export of all the Conure data before the contract expires. Once it has selected a new vendor, the City should also request implementation steps from them to minimize enforcement downtime. The City should focus on procuring LPR from a reputable vendor with considerable experience in supporting parking operations.
- **Consider handheld LPR technology.** It is now possible for a mobile phone to automatically scan license plates much like a vehicle-mounted LPR unit can. This would allow PEOs to navigate congested areas on foot, continuing enforcement when vehicle access becomes difficult. This addresses a major identified gap in enforcement coverage, as PEOs currently avoid areas with significant traffic congestion.
- **Consider fixed-mount LPR technology in the County Beach Park lot.** Fixed-mount LPR cameras are typically placed at the ingress and egress points of parking lots or garages. They automatically capture license plates and can reference transaction data from paid parking technology to identify whether a vehicle has a valid parking session. They can also integrate with citation management tools and send parking violation alerts to enforcement staff. This would be particularly helpful in the County Beach Park lot, where gridlock traffic prevents enforcement staff from navigating the lot in their

vehicles. The violation alerts from fixed LPR would help staff navigate the lot on foot and decide when it is advantageous to do so.

- **Leverage LPR for ongoing data analysis.** The City should activate vehicle-mounted LPR cameras whenever vehicles are in operation to maximize parking data collection. Combining different LPR data streams can generate parking utilization insights to support future policy and program decisions. Parking data is also critical for financial modeling, allowing the City to project the fiscal impact of the various changes under consideration.

Enforcement Operations Recommendations

The City currently employs four Parking Enforcement Officers (PEOs), including one part-time staff member. The City also employs a Code Enforcement Supervisor to oversee the parking enforcement operation part-time. Enforcement operating hours are 8:00am to 6:30pm Saturday through Tuesday and 8:00am to 4:30pm Wednesday through Friday. This leaves some gaps, as parking restrictions run until 8:00pm in some areas and payment is required 24 hours in the County Beach Park lot. Other gaps arise because of traffic congestion and siloed technology. PEOs reported avoiding busy areas during peak times because their vehicles might get stuck in gridlock traffic.

Regarding enforcement technology, citation issuance handhelds are not yet configured for last chance lookup. This means that PEOs must manually reverify the parking status of a vehicle before issuing a citation, slowing down operations considerably. This gap contributes to PEOs relying on discretion, creating both inconsistencies and greater opportunities for appealed citations. Procuring both fixed-mount and handheld LPR technology, as mentioned in the Technology Recommendations section, will provide a more focused and streamlined enforcement operation.

- **Consider increasing citation fees for certain violations.** Certain parking citation fees are low compared to comparable cities, as seen in Table 1 below. Setting citation fees too low can lead to drivers opting not to pay for parking and violating the rules. To promote compliance with parking regulations, the City should consider raising certain citation fees to match comparable cities. Furthermore, the City should consider establishing an annual fine adjustment in accordance with inflation. The City's existing policy of ticketing vehicles every 2 hours for the same, continuous violation has proven to be a strong deterrent, demonstrating the effectiveness of appropriate fines. s

Table 1. Comparable Cities Citation Fine Comparison

Violation	St. Pete Beach	St. Petersburg	Treasure Island	Madeira Beach	Redington Shores
Fire lane/blocking a fire hydrant	$30.00	$30.00	$80.00	$90.00	$50.00
Parking too close to crosswalk	$30.00	$30.00	$80.00	$90.00	$50.00
Parking too close to stop sign	$30.00	$30.00	$80.00	$90.00	$50.00

- **Enable issuing multiple violations on the same printed citation.** If someone has committed multiple parking violations, it would save time and money to print all of them onto a single citation paper. The City should work with Passport to explore how to enable this feature on the existing enforcement handhelds.

- **Regularly discuss issues leading to frequent citation appeals.** PEOs have a thorough understanding of the gaps between parking regulations and the infrastructure needed to enforce them. Their boots-on-the-ground knowledge can be leveraged in weekly discussions to identify ways to continually improve the parking program and promote compliance.

- **Purchase waterproof paper rolls for parking citations.** PEOs have reported parking tickets being damaged by wet weather conditions. Securing waterproof citation rolls for rainy days is a simple fix that increases enforcement effectiveness. While the cost may be slightly higher, it is worth the investment.

- **Consider increasing enforcement staffing level to cover additional weekend and evening shifts.** The City currently staffs 3.5 full-time equivalent (FTE) enforcement personnel. There are gaps in evening and weekend enforcement coverage, and insufficient staffing redundancy. If the City improves operational and technology efficiencies based on this PAP, DIXON estimates that 4 FTE would be sufficient to provide full coverage excluding redundancy. This estimate assumes no additional shared parking agreement locations and does not account for peak-period traffic congestion.

- **Evaluate outsourced enforcement services.** Outsourcing enforcement to a contractor could provide several benefits to the City, including cost savings, the ability to efficiently scale operations, and quicker deployment of additional equipment. Drawbacks to outsourcing are typically associated with the transition period, where cost savings have yet to be realized and oversight of the contractor may be required. The City should continue with the current enforcement program as-is while evaluating outsourcing options. The callout box below provides information regarding benefits of outsourcing. See Appendix D for a more detailed overview of contracted enforcement services, the advantages of in-house versus outsourced enforcement, and factors associated with return on investment.

What are the benefits of outsourcing?

Reduced administrative labor & risks: When personnel management functions are transferred to the contractor, the City can save considerable time and money. The contractor is responsible for the coverage of open shifts, sourcing temporary and permanent staffing, and providing training.

Assured and consistent service levels: The contractor is committed to a contractually defined standard of service. This ensures the public receives the same experience regardless of turnover and offers the City flexibility in covering hours that are difficult to fill.

Access to equipment: The contractor can also provide equipment, such as vehicles and LPR, to improve enforcement operations more efficiently without waiting on longer procurement and internal processes.

Ability to efficiently scale the program: The City can direct the contractor to expand or shrink enforcement operations by adjusting the contract value. This gives the City flexibility to quickly adapt to changes in the size or scope of the parking program.

Cost savings: The total cost for outsourced labor is typically lower than the fully burdened cost of agency staff due to differences in salary and benefit requirements. For select roles where a full-time employee is not required, the vendor may also have more flexibility than the City in covering partial hours, ensuring efficient resource usage.

Wayfinding & Signage Recommendations

City staff have indicated that missing or unclear signage is a source of persistent issues. Unclear or insufficient signage makes parking regulations in the City difficult or impossible to enforce, leading to parking citation appeals and increased administrative costs. To address this, the City would benefit from a more consistent and thorough approach to closing gaps in signage maintenance. Furthermore, there are opportunities for parking guidance systems to significantly improve both parking experience and behavior. Particular changes to signage as well as broad strategies for improvement are outlined below.

- **Implement a parking guidance system based on traffic entering and exiting Pass-a-Grille.** As visitors enter St. Pete Beach via the Pinellas Bayway, they have the option of turning left toward Pass-a-Grille or right toward the rest of the City. However, gridlock arises when too many vehicles enter Pass-a-Grille, typically in search of beach parking. Installing a digital sign that would indicate traffic conditions in Pass-a-Grille could deter additional vehicles and prevent overwhelming gridlock. See Figure 5 for an example. The sign could be installed before the Gulf Blvd/Pinellas Bayway intersection, facing westbound traffic and its display would reflect traffic flow data collected by LPR cameras. These cameras could be installed on the Don Cesar bridge, which spans Gulf Blvd and monitors all traffic flow into and out of Pass-a-Grille.

Figure 5. Mockup Parking Guidance Sign

- **Review apps for parking navigation.** To complement the parking guidance system recommended above, the City should consider working with a mobile app to help people park more efficiently. The app should ideally leverage real-time data and have a user-friendly interface. It should also integrate with a vehicle's built-in navigation systems and apps like Google Maps.

- **Improve signage maintenance request process.** The current signage maintenance protocol is slow and ineffective. Requests are submitted by PEOs and tracked by Code Enforcement in a spreadsheet. The City would benefit from prioritizing and tracking the status of each request, such as in a ticketing system. Furthermore, requests made by PEOs should be prioritized, considering their direct and frequent experience with signage issues.

- **Improve signage placement.** During the site visit, DIXON identified several opportunities for improved signage placement. Recommendations include:
    - Raising the height of the "no back in parking" signs (see Figure 6).
    - Ensuring the correct angle and direction of signage, i.e., perpendicular to the curb.
    - Adding signs disallowing parking on the ends of residential streets, especially in Pass-a-Grille.
    - Add more signs on residential streets, particularly so that they may show up in citation photos as evidence.
- **Improve signage clarity.** During the site visit, DIXON identified several opportunities for improved signage clarity. Recommendations include:
    - Add relevant municipal code section numbers to signage, particularly the "no back in parking" signs (Figure 6).
    - Remove the outdated ParkSmartSPB stickers from pay stations (Figure 7).
    - Consider simpler messaging on signs. For example, Figure 8 shows permit parking signs where messaging regarding a fine every 2 hours is duplicated. Blue paid parking signs could have an improved color scheme that makes text more legible and easier to follow (see Figure 9 for an example).
    - Include left and right arrows on signage to indicate where regulations start and end.
    - Ensure streets with permit requirements include "permit required" on all posted signs.
- **Improve signage at County Beach Park.** DIXON and City staff identified several unique issues to address at this key

Figure 6. No Back In Parking Sign with Arrows

Figure 7. Outdated Sticker

Figure 8. Permit parking signage

Figure 9. Sample Paid Parking Sign

parking lot. First, the lot often experiences congestion at peak hours due to vehicles driving the wrong way down certain lanes. To fix this, the City should work with Pinellas County to add directional arrows to the pavement to improve vehicle flow. Second, the outdated “vendor parking only” signs should be removed. Finally, additional “no back in parking” signage should be installed. These changes will provide immediate improvement to compliance and enforcement capabilities in the lot.

Parking Management Recommendations

Parking management oversight is not currently the primary focus of any one staff position or department in St. Pete Beach. Responsibilities and decision-making for the parking program are distributed among several City staff. This decentralization of responsibility can lead to a lack of focus, direction, and growth for the parking program. Meanwhile, financial information is similarly disaggregated, as there is no central location to understand the program's budget. For example, evaluating parking revenue requires manually adding up revenue based on reports from several vendors each month. This takes significant staff time and creates opportunities for human error. DIXON recommends consolidating both staff and financial information to address these gaps.

- **Consolidate parking management**. To enable efficient, effective decision making, all parking-related roles should be housed in the same department or division with a clear line of command. This streamlines communication between key individuals and allows the parking program to be nimbler and more adaptable. It also consolidates information about the parking program, reducing the likelihood that crucial details get overlooked. Consolidated information also improves transition during staff turnover.
- **Define a parking program manager role.** As part of consolidating parking management, the City should head that line of command with a dedicated parking manager role. This is the best practice for streamlining decision-making and building the momentum to implement necessary changes. Designating clear responsibility for parking management enhances accountability, improves interdepartmental coordination, and ensures more efficient, consistent program improvements.
- **Automate regular parking management reports.** Staff currently generate and compile monthly parking revenue reports manually, which is time-consuming. Automating these reports would improve efficiency, minimize human error, and simplify onboarding during staff turnover.
- **Maintain a consolidated parking budget.** The City should maintain a centralized spreadsheet containing all parking program costs and revenues. This will facilitate better decision-making, allowing the City to project the fiscal impact of policy, staffing, and infrastructure changes. A consolidated budget also allows the City to provide clarity and accountability to the public about how parking revenue is being spent. An existing vendor may be able to automatically consolidate information for the City. The City should choose a vendor and reach out regarding automatic integration with other data streams.

- **Evaluate the need for a parking enterprise fund.** Currently, parking revenues are allocated to the General Fund. The City has expressed interest in establishing a parking enterprise fund for the 2025-2026 fiscal year. Creating a dedicated fund would improve the City's ability to manage the parking program holistically, enhance transparency around financial performance, and support long-term planning and reinvestment. However, the City may lose flexibility to use parking revenue for non-parking-related purposes. Staff should review applicable state laws and accounting standards to determine whether enterprise fund revenues can be used beyond the parking program.

What is a parking enterprise fund?

A parking enterprise fund is a self-sustaining government account that consolidates all revenues (e.g., paid parking, permits, and citations) and expenses (e.g., equipment, maintenance, staffing) associated with the parking system. It is managed independently from the General Fund to provide a clear financial picture of the parking program. Enterprise funds ensure that revenues are reinvested into the parking system itself, improving operations and long-term viability. In many cases, state laws or accounting rules limit the ability to transfer surplus revenue to unrelated municipal functions.

Program & Policy Recommendations

Municipal Code

To both support the recommendations made in this report and prepare the City for other potential changes to be made in the future, the following adjustments should be made to the municipal code.

- **Introduce an ordinance to prohibit parking near crosswalks in correspondence with FL Stat 316.1945.** This statute prohibits, among other elements, parking within 20 feet of a crosswalk at an intersection. A local ordinance can add further detail, such as specifying if the regulation applies to unmarked crosswalks. This will help alleviate some of the safety and traffic concerns around areas with high parking demand. The ordinance should also formally set a citation fine amount, which is recommended at $60 as comparable cities fine anywhere from $30 to $90 for the same violation.
- **Revise the definition of oversized vehicle.** Section 82-135 in the municipal code prohibits certain types of oversized vehicles from parking overnight. These vehicles are defined by type and by weight limitations. To reduce gray area and more concretely define the restriction, the City could specify the restrictions based on vehicle dimensions (length, width, height). For example, it is common in beach communities to restrict all vehicles in excess of 20 feet in length.
- **Modify the land use development code to facilitate additional parking.** Due to the extremely limited space in St. Pete Beach, particularly in areas like Pass-a-Grille, it may be justified to require new developments to provide public parking. Private lots are typically inefficient and underutilized, which presents lost opportunities in a highly land-constrained city. For this reason, the City may also require mixed-use developments to share parking. Similarly, the City should also allow temporary shared parking agreements on land pending development. These changes will maximize the efficiency of the City's space.
- **Include designated agents of the City as authorized to issue parking citations.** Currently, only law enforcement and code enforcement personnel are authorized by the municipal code to issue citations. Adding designated agents of the City to that list would allow outsourced enforcement providers to issue citations if the City were to hire any in the future.
- **Stay informed on developments in automated enforcement.** Automated enforcement involves mailing parking citations instead of placing tickets directly on windshields. This saves PEOs time and can enable enforcement without staff on-site. For instance, fixed-mount LPR cameras in garages and parking lots can detect which

vehicles enter and exit. Upon identifying a vehicle that has not paid within a certain period of entering, the system can be configured to automatically mail citations or invoices to registered vehicle owners. While there is no state legislation directly authorizing this process, agencies like the City of Sarasota and Volusia County are in the process of exploring or implementing this concept. The City should follow the progress of these agencies and how they educate the public during implementation.

Paid Parking

The City has a robust and productive paid parking program, with nearly 1,300 paid on-street parking spaces. It is also relatively light on infrastructure costs, with just 34 pay stations. On average nearly two thirds of paid parking revenue are derived from mobile payments through ParkMobile. In FY 2024, the City collected an estimated $4 million in gross on-street parking revenue. This means that the average paid on-street parking space generated roughly $3,000 in gross revenue over the course of the fiscal year. In addition to mobile pay, the City collected $1,903,000 in revenue from pay stations, resulting in an average of $56,000 in annual revenue per pay station.

Hourly parking rates range from $4.00 to $5.50 per hour depending on the location and day of the week. As shown in Table 2, these rates are already among the highest in the region compared to nearby cities. As a result, there is no market-driven pressure to adjust rates at this time. If the City were to raise rates, it would continue to rank among the most expensive paid parking programs in comparison to its peer cities.

Table 2. Comparable Cities Parking Rate Comparison

Location	Weekday	Weekend
St. Pete Beach (on-street)	$4.50/hr	$5.50/hr
St. Pete Beach (off-street in County Beach Park)	$4.00/hr	$4.75/hr
Treasure Island (on- and off-street)	$4.00/hr	$4.00/hr
Madeira Beach (off-street)	$4.00/hr	$4.00/hr
Redington Shores (off-street)	$4.35/hr	$4.35/hr
St. Petersburg (on- and off-street)	$1.00–$1.50/hr	$1.00–$1.50/hr

However, the City could explore demand-based pricing as a strategy to manage parking demand more effectively and address operational improvements to increase compliance with paid parking policies.

What is demand-based pricing?

Demand-based pricing is a strategy where parking rates are varied based on the time, day, or season to balance supply and demand. The goal is to achieve an occupancy rate of 85% at any given time. 85% occupancy is the industry standard benchmark to ensure there is always parking available while maintaining high utilization of the parking inventory.

It is best practice for an agency to post the prices online, such as on the agency's website, to inform visitors of the expected rate rather than showing them only at the pay station.

- **Ensure pricing and time limits match posted signage.** DIXON found that in some cases, mobile payment platforms allowed payment for parking beyond the allowed time limit and after operating hours. It was also possible to pay for parking online in shared parking lots well after the shared parking agreement expired. The City has already taken steps to rectify these issues. All payment platforms should be continually audited to ensure consistency with intended policy.

- **Replace the holiday weekend flat daily rate with an escalating rate model.** Instead of the usual hourly rate, the City charges a flat $25 daily fee to park on certain holiday weekends during peak season. This uncommon practice among comparable cities has caused confusion and complaints from community members. Flat daily rates discourage turnover, potentially harming local businesses. As an alternative, the City could implement an escalating hourly rate on holidays, where the price increases with each additional hour, typically up to a daily maximum. This approach offers more flexibility for both short- and long-term stays. It also helps manage visitor parking demand, as those parking longer would pay the highest rates. The intent is not necessarily to increase revenue, but to improve convenience and flexibility for users.

- **Consider a seasonal pricing model.** St. Pete Beach experiences significant annual variations in parking demand due to seasonal tourism. For parking prices to appropriately match demand throughout the year, they must vary according to the season. The simplest and most effective way to do so is to raise prices during the tourism season and then significantly reduce them during the off-season. This will bring occupancy more in line with the industry standard benchmark rate of 85%.

- **Consider a sunset surge parking rate in Pass-a-Grille.** There is often peak parking and traffic congestion in Pass-a-Grille during sunset. The best way to mitigate this is to adjust prices accordingly. For instance, the City could introduce a sunset surge parking rate that increases prices for two to three hours before and after sunset. To incentivize visiting businesses in Pass-a-Grille, this surge rate could be combined with a parking validation system. Visitors who spend money at a Pass-a-Grille business during sunset surge hours could receive a code that would discount their parking fee.

DIXON developed preliminary financial projections for the three recommended pricing models. Appendix C outlines the parameters, sample scenarios, and projected annual revenue for each. Multiple scenarios are included to help the City assess potential revenue impacts. The City should consider conducting a parking rate study to evaluate additional scenarios and for more detailed modeling.

Permit Parking

The City has a well-built, thorough permit parking program covering all major user groups. See Table 3 below for details. The City has transitioned their residential permits from beachball decals (which several community members have identified as an item they were fond of) to virtual permits, which are more compatible with plate-based enforcement. The current mix of physical and virtual permits does pose enforcement inefficiencies.

Residents have expressed satisfaction with residential permit-only parking restrictions on the avenues. This is a unique strategy that has been successfully protecting parking spaces for long-term residents, which are defined as homeowners or tenants with a rental agreement longer than six months. The City does not have an existing parking policy to accommodate people staying in Airbnb accommodations and other short-term rental options. These properties are not allowed to obtain guest passes or residential parking passes.

Table 3. Parking Permit Types

Permit Type	Who	Where	Annual Price
Residential	Residents or non-residents who own property in the City.	Free parking at any paid parking space, except at County Beach Park and at boat trailer spaces. Also allows parking on designated permit-only streets, unique to the permit type.	Free
Guest	Guests of residents or owners of residential property on certain streets.	Allows parking on designated permit-only streets, unique to the permit type.	$20/year or $3/permit for 1-day party packs (up to 20 permits per request)
FreeBee Employee	Vehicles used for the FreeBee shuttle service.	Allows parking on 15th and 16th Ave.	Unknown
Pass-a-Grille Employee	Employees or owners of businesses south of 31st Ave.	Free parking at any space in Pass-a-Grille while engaged in employment activities. Also allows parking on 15th and 16th Ave.	$25
Boat Trailer	Residents or non-residents who own property in the City.	Allows parking at designated boat trailer spaces free of charge.	$75
Hotel	Guests and owners of hotels in the Pass-a-Grille area.	Free parking at any space in Pass-a-Grille.	$50
Contractor	Contractors performing work in the City within a restricted parking zone.	Allows parking on designated permit-only streets where the work is occurring.	$10

- **Transition entirely to virtual permits.** Several of the City's permit types still require hangtags, including contractor permits and guest passes. Full modernization of the permit program, enabling maximum enforcement efficiency, would require all permits being license plate-based and virtually managed. While some residents may still opt for in-person permit applications, permit self-management will offer some relief to City staff. Virtual permits also eliminate issues with permits getting lost, stolen, or illegally duplicated.
- **Introduce a price for residential parking permits.** Establishing and maintaining a permit parking program incurs significant administrative and enforcement costs to the City. This includes not only staff time, but equipment costs and software fees. To cover these costs, an annual permit fee should be introduced. The cities of St. Petersburg and Treasure Island charge nominal annual fees for their residential parking permits: $15 and $5, respectively. This change can be bundled with additional benefits for residents, such as dedicated, resident-only spaces near the beach.
- **Review the usage of guest permits.** Nearby cities typically do not offer guest permits, and when they do, they are often free of charge. Treasure Island, for example, uses a virtual permit system that allows residents to issue temporary guest passes by updating the license plate on their residential permit to reflect a guest's vehicle. The City should assess current guest permit usage and consider alternatives like Treasure Island's system, which also supports short-term rental guests. Addressing short-term rental guests through guest permits was suggested in the online survey as well. The existing party pack can continue to serve residents hosting events. If annual guest permits are retained, they should be priced higher than residential permits to discourage any use for long-term vehicle storage.
- **Clarify permit area names, boundaries, and regulations.** Some community members expressed confusion about where their parking permits enabled them to park. While the City website has an interactive ArcGIS map with the permit zones, a static image featuring a map for each permit type may be more user-friendly. Additionally, the permit names have created some confusion. For instance, visitors sometimes interpret "Zone 4R" on signage as "4-hour" time limited parking. The City should consider renaming the zones to clarify where the permits apply and prevent confusion with other parking regulations.
- **Consider rolling permit expiration dates.** Currently, all parking permits of a particular type expire simultaneously, creating a sudden peak in administrative work. If all permits become virtual and self-managed, then each permit could expire exactly a year after it

was issued. This would balance out the administrative workload and eliminate the need to pro-rate permit fees.

- **Remove dedicated Paradise Grille employee spaces.** In the City's past agreement with the operators of Paradise Grille, two prime parking spaces near the Grille were reserved for employees. This goes against industry best practice, which is to allocate employee parking further from the business to make way for customers. Now that the agreement has expired, the City can renegotiate and remove these exclusive employee parking spaces.
- **Allow employees to renew parking permits quarterly.** Employee parking permits should require renewal on a more regular basis than residential permits, as it is more common to change employment than to change residence. Quarterly renewals reduce the need to pro-rate permit fees, ensure that only current employees can purchase permits, and better accommodates seasonal workers.

Recommended Policies by Location

Beach Parking Locations

- **Consider allocating a limited number of spaces for residential permitholders by Upham Beach and Pass-a-Grille Beach.** These high-demand beach areas are difficult for residents to access during peak seasons. If the City implements a fee for residential permits, it could offer a benefit by designating a limited number of "resident-only" parking spaces in beach areas to improve accessibility. These spaces would be available only to residents who have a valid residential parking permit, and not to employee permitholders or guest passholders. This restriction could be enforced only at certain times and on certain days. For instance, the County of Maui has proposed making certain beach parking spaces resident-only before 10:00am on weekends and holidays.
- **Add golf cart parking by Upham Beach between 71st and 74th Ave.** There is an opportunity to provide golf cart parking in smaller spaces that currently cannot accommodate vehicle parking. This will improve beach access for residents.

Pass-a-Grille (8th to 10th Ave, Gulf Way and Pass-a-Grille Way)

- **Restripe golf cart parking spaces on Gulf Way between 9th and 10th Ave.** These golf cart parking spaces are currently oriented against the flow of traffic and are wider than a golf cart's typical dimensions of approximately 4 feet wide. These parking spaces should be restriped in order to improve safety, traffic circulation, and possibly increase the number of spaces available. Traffic engineering should conduct a full analysis to evaluate the ideal golf cart parking width.

Figure 10. Golf Cart Restriping

- **Add golf cart parking on Pass-a-Grille Way between 8th and 9th Ave.** There are three 30-minute spaces and two paid parking spaces on this block face. The two paid parking spaces could be converted into multiple golf cart parking spaces if the City wished to increase access for residents.

- **Eliminate employee permit parking on Gulf Way.** While these spaces have been quite convenient, employees are currently parking long term in premium beach parking. Employees should be encouraged to park in all other spaces that their permit currently allows for.

- **Retain current parking regulations on 8th and 10th Ave.** Conversations with local business owners on 8th Ave yielded strong feedback to keep the time limits as is despite the difficulty in enforcement. Community members have learned to communicate with each other and make these spaces work for their businesses. As such, there is no strong requirement to change these policies, despite the configuration being suboptimal for enforcement operations. Community members have also demonstrated low interest in adding more spaces on 10th Ave due to concerns about safety and traffic flow. Still, this location should be monitored and may require future improvements. The City needs to implement the other changes first to determine the true demand for this area.

- **Implement a volunteer Community Parking Ambassador initiative.** Community members suggested an interest in a local volunteer Community Parking Ambassador that helps people find parking spaces and comply with posted regulations on high demand days during peak season. A similar initiative has been trialed previously, which involved stationing an officer from the Sheriff's Office. This initiative differs as it requires an individual with a friendly, welcoming demeanor who is familiar with the area and is invested in the local community. Volunteer Community Parking Ambassadors should receive appropriate de-escalation training and wear a safety vest or some identifying

clothing. While the online parking survey revealed mixed opinions about the effectiveness of reintroducing parking ambassadors, many expressed a desire for more parking enforcement (see Appendix B – **Community Engagement Summary**). A Parking Ambassador initiative is still worth considering to encourage compliance.

Hurley Park Area (15th and 16th Ave)

- **Consider adding paid parking while preserving spaces for employee permit holders.** Residents have reported underutilization in this area. This is reflected in the data, as both Avenues have just 16% occupancy on average. However, before changing regulations, the City should improve employee permit parking compliance. The City may find that utilization increases when Paradise Grill employees park where required.

46th Ave Residential Area

- **Introduce an informal petitioning process for blocks to join the residential permit parking (RPP) program.** Previously, the City conducted a survey with residents of 46th Ave that are impacted by beach parking demand. The majority of residents voted for no change to the current parking regulations. To encourage residents to take initiative, the City can post an informal petitioning process that allows an area to join the RPP program when 51% or more residents petition in support of it. City staff can then conduct an evaluation and review parking occupancy data to determine whether the area should become an RPP zone. If yes, the authorized representative of the city manager in the transportation and parking department can include this area as part of the controlled parking residential areas.

Corey Ave Commercial Area

- **Adjust paid and time limited parking model.** The community has strongly spoken out against paid parking on Corey Ave. However, there is strong interest in increasing the parking supply in this area for the Sunday Market and accommodating restaurant, theatre, and retail use. The City should begin by implementing time limits to encourage turnover and designating long-term parking for employees. Employee parking could be located on nearby Avenues with low occupancy and data should subsequently be reviewed. If occupancy is determined to be too high, the City could implement a "pay-to-stay" model at any off-street lots the City has the ability to operate and maintain through shared parking agreements (such as Fit4Life or Wells Fargo) or other agreements (such as the library, post office, and the City Hall lots). This would also help cover the additional costs of enforcing these lots. Specific suggestions include:
    - Implementing 2-hour time limits on Corey Ave.
    - Encouraging employees to park on other nearby low-occupancy Avenues.

- Offering free 2-hour parking at off-street lots, with the option to pay $3 per hour to stay beyond.
- Offering a flat daily rate of $7 per day in off-street lots on Sundays.

Residential Parking on 71st Ave and Northbound

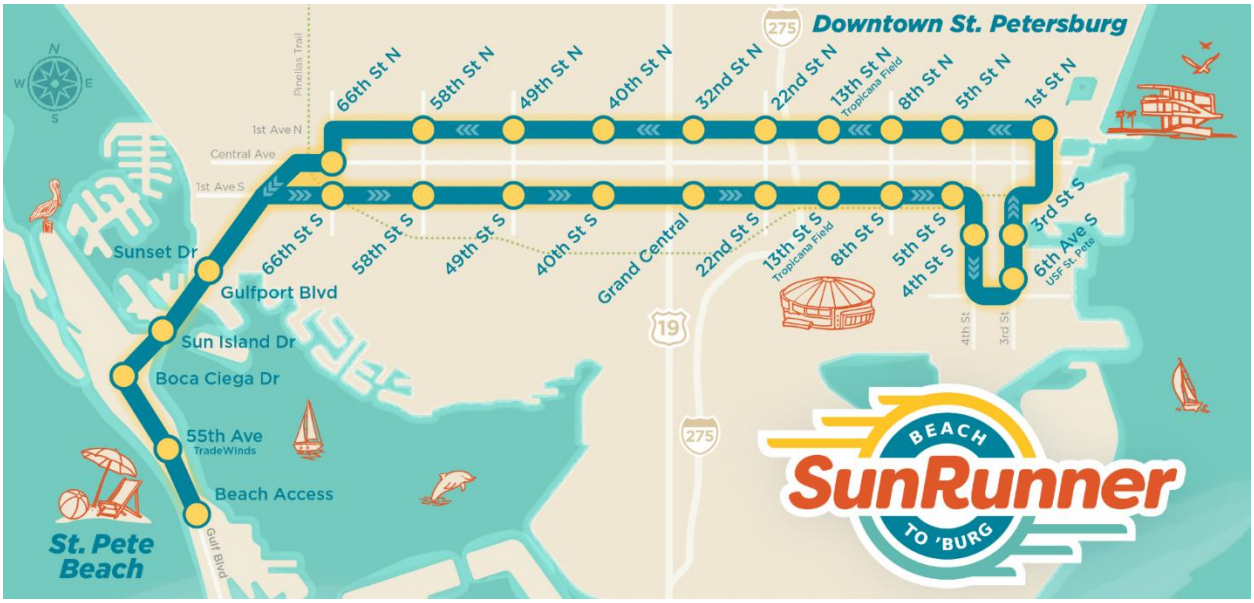
- **Collect occupancy data.** While on-site, DIXON did not observe significant parking demand in this area due to the day of week and time of day; however, residents have submitted complaints about the safety and high beach parking demand in this area. This observation is reflected in the multi-year data, as only two small block faces in the area exceeded 70% occupancy on average. However, this may change in the future. The City should evaluate the true occupancy of residential parking spaces during the peak tourism season and make regulatory adjustments as necessary.
- **Determine which side(s) of the street can accommodate parking.** The streets in this area are narrow, and when vehicles are parked on both sides, this creates congestion as it narrows the road width down to a single lane of traffic. Based on traffic and parking data, the City should determine which sides of the street should accommodate parking and mark the remaining areas as "no parking."

Other Recommendations

- **Review FreeBee usage and financial data.** The citywide shuttle service requires considerable funding from the City. In 2023, the City paid the vendor $490,590 while the service provided 53,734 rides, resulting in an average cost of $9.13 per ride. During that time, FreeBee also served 115,427 passengers, resulting in an average cost of $4.25 per passenger. While the Commission voted to implement a $3 fare for non-residents to ride, this would likely not fully recover program costs. Furthermore, there are similar private ride hailing services operating in St. Pete Beach without any user fees. The City should see how implementing a non-resident fare impacts ridership and cost-recovery. It should also consider the benefits of collaborating with one of the existing private service providers to maintain the service while reducing fiscal impact.

- **Encourage use of the SunRunner bus service.** The SunRunner is a bus rapid transit (BRT) line running at 15-minute intervals from downtown St. Petersburg to County Beach Park in St. Pete Beach. Utilizing traffic signal priority, dedicated bus turn lanes, and level boarding, the SunRunner is a quick and reliable way to access the beach without needing to use a car. Several respondents to the online parking survey asked the City to further encourage SunRunner ridership in order to ease parking demand. The City should partner with the County to explore avenues for developing this option. The City should also promote the use of last-mile services like FreeBee to current SunRunner riders.

Figure 11. SunRunner Route and Stops



DIXON
Resources Unlimited

Memo

To: City of St. Pete Beach
From: Dixon Resources Unlimited
Date: June 3, 2025
Re: Overview of Outsourcing Enforcement Services

This memo aims to provide the City of St. Pete Beach (City) with a brief overview regarding the option to contract out parking enforcement services. This memo includes a list of responsibilities that may be contracted out, the advantages and disadvantages of outsourcing, and suggestions on measuring the associated return on investment.

Typically, an agency may procure contracted enforcement services through a formal Request For Proposals (RFP) process, by leveraging a cooperative agreement, or by piggybacking on a recently executed contract at another agency with a similar scope.

Contracted Enforcement Services

An enforcement contractor provides the personnel and expertise to act as or supplement an agency's parking enforcement team. The contractor would provide the following core personnel dedicated to the agency's enforcement operations:

- Parking Enforcement Officers (PEOs) are responsible for patrolling designated routes; issuing warnings, citations, towing requests (as enabled by the municipal code); and interacting with the public while on duty.
- An onsite supervisor who is responsible for managing and scheduling the PEOs.

In order to perform the services, the contracted enforcement team requires access to various equipment and workplace items. The following is a list of additional services that can be requested from an enforcement contractor:

- Enforcement vehicles, including the lease, fuel, auto insurance, parking, and auto maintenance.
- Uniforms.
- Office space and supplies, including desks, computers, and internet access.
- Communication devices such as cell phones, including voice and data plans.
- License Plate Recognition (LPR) equipment, including software and support.
- Cash collection and counting.
- Routine maintenance.

DIXON
Resources Unlimited

In-house Enforcement versus Outsourcing

The City currently has an in-house enforcement team consisting of three full-time PEOs, one part-time PEO, and one full-time Supervisor (whose role is split between parking and code enforcement).

Benefits of Outsourcing

- Reduced administrative staffing needs & risks – When employee and personnel management functions and their associated risks are transferred to the contractor, the City can spend less time managing internal resources and funding. The contractor is responsible for the coverage of open shifts, sourcing temporary and permanent staffing, and providing training.
- Assured level of service – The City has full control over directing the contractor in the execution of enforcement responsibilities, including the procedures and protocols the PEOs must follow when interacting with the community. The contractor is committed to a contractually defined standard of service, leading to improved consistency in coverage which increases compliance rates and parking revenue (combining paid parking and citation revenue).
- Access to equipment (vehicles, LPR) - The contractor can also be made responsible for providing equipment, such as vehicles, to improve enforcement operations more efficiently without dependency on internal procurement processes.
- Ability to efficiently scale the program – The City can direct the contractor to expand or shrink enforcement operations by adjusting the contract value. This gives the City flexibility to quickly adapt to changes in parking challenges.

Outsourcing enforcement is considered highly advantageous for the City. Not only does it relieve the City of the responsibility to hire, train, and retain enforcement staff, but it also offers the City more flexibility and shortens the timeline to procuring supplemental enforcement equipment.

When to Retain or Shift to In-house Operations

- Financial impact – The City should compare the fully burdened wage of PEOs with the contractor's hourly rate. Some agencies save money by outsourcing, while others do so for staffing or administrative benefits.
- Control of program – The City relies on contractors to communicate clearly and meet service expectations. If a contractor fails to do so, the City can bring operations back in-house or select a new vendor.
- Performance – The City may prefer to retain in-house operations if the current team consistently meets or exceeds performance expectations.
- Labor considerations – Union agreements or staffing policies may prevent the City from outsourcing parking enforcement.

The City can also adopt a hybrid model that combines both approaches. In this setup, an in-house team provides core enforcement, while a contractor covers hard-to-staff shifts, special events, or peak seasons. This model allows for greater flexibility without fully outsourcing. If the City shifts to a fully contracted program, it can ask the contractor to hire current PEOs to retain institutional knowledge and support a smooth transition.

DIXON
Resources Unlimited

Return on Investment (ROI)

An effective outsourced parking enforcement program ideally covers its own costs through paid parking and citation revenue. In most cases, the contractor bills the City monthly, itemizing labor hours by role at agreed-upon hourly rates, along with a fixed monthly fee for other service-related costs. Contractors should not receive compensation based on performance (e.g., citations issued) or participate in revenue sharing (e.g., from paid parking).

The City can choose whether to contract for labor only or request a turnkey service that includes vehicles, mobile LPR units, uniforms, office space, and enforcement devices. Here are some key factors that impact the potential ROI of contracting out enforcement:

Related to the Vendor

- Productivity – Has the vendor consistently delivered reliable enforcement? ROI tends to be higher when working with a vendor that has a strong performance record.
- Hourly rates – Vendors known for high-quality service often charge higher hourly rates.
- Equipment – Is the vendor responsible for supplying vehicles, LPR systems, uniforms, or office space? The closer the City gets to requesting a turnkey solution, the higher the fixed fee and the comprehensive hourly rates will be.

Related to the City

- Citation rates – Are citation rates high enough to promote compliance? Initially, ROI increases due to higher citation revenue. Over time, as compliance improves, citation revenue may decline while paid parking revenue rises.
- Paid parking rates – Are the City's rates relatively high or low? Cities with higher parking rates typically see stronger ROI when enforcement is effective.

To project the City's ROI for in-house versus contracted parking enforcement, the City must estimate annual citation revenue and labor costs, evaluate the effectiveness of current staffing, and determine the ideal staffing level needed for full coverage of the managed parking area. The City should then request quotes from potential vendors to calculate and compare the ROI of current operations with that of contracted enforcement.

Appendix C – Financial Projections

Dixon Resources Unlimited (DIXON) developed financial projections for the three paid parking model recommendations included in the Parking Action Plan (PAP) for the City of St. Pete Beach (City). The following sections outline the parameters of each model and include tables that demonstrate the potential revenue impact by comparing projected revenue under the current rate model (identified as "Baseline") with revenue under the recommended model (identified as "Scenario"). The tables present baseline and scenario financial projections limited only to the specific scope defined in the parameters and exclude all other operating hours and geographic areas unaffected by the applied model.

Where possible, the projections leverage data derived from the parking utilization study referred to in Appendix A of the PAP. All figures are rounded to the nearest 1,000.

Escalating Rate Model

This model suggests applying an escalating rate model to replace the current holiday weekend flat rate. The parameters of this model are as follows:

- **Parking spaces:** The model includes 991 paid parking spaces in Pass-a-Grille and Upham Beach.
- **Scope:** This model only applies to 11 calendar days. This consists of the holiday and adjacent weekends of Memorial Day, Fourth of July, and Labor Day as stated on the City's website.
- **Length of stay:** The model used the parking utilization study to determine that 35% of parkers stay for 1 hour, 12% of parkers stay for 2 hours, 14% of parkers stay for 3 hours, 16% of parkers stay for 4 hours, 10% of parkers stay for 5 hours, and 14% of parkers stay for 6+ hours. It is important to note that the parking utilization study insights are not specific to holiday data.
- **Calibration:** The model assumes an average 85% daily occupancy for holiday weekends throughout the year. It factors in a compliance rate to account for nonpayment.

Table C1. Potential Revenue Impact of Escalating Rate Model on Holiday Weekends

	Baseline	Scenario 1	Scenario 2	Scenario 3
Rate(s) Used	$25.00/day	Hours 0-2: $5.50 Hour 3: $6.00 Hour 4: $6.50 Hour 5+: $7.00 Daily max: $42	Hours 0-2: $5.50 Hour 3: $6.50 Hour 4: $8 Hour 5+: $10 Daily max: $50	Hours 0-2: $5.50 Hour 3-4: $6.50 Hour 5+: $8 Daily max: $45
Potential Annual Revenue	$116,000	$130,000	$138,000	$133,000

The scenarios presented are examples only. There are multiple ways to set up an escalating rate model, demonstrated by three scenarios. Scenario 1 suggests the same hourly rate for the first two hours, with rates increasing by $0.50 for every additional hour pricing. Scenario 2 demonstrates a similar model, except with an escalating step change for each additional hour. Scenario 3 suggests an escalation in rate every two hours. The number of pricing tiers, number of hours in each tier, and daily maximum are all factors that can be adjusted. It is important to consider that parking demand is likely to decrease with the increase in rates. It is recommended that the City pursue further modeling of specific scenarios that also integrates parking utilization impacts.

Seasonal Pricing Model

This model suggests differentiating paid parking rates between peak season and off-season. The parameters of this model are as follows:

- **Parking spaces:** The model includes 991 paid parking spaces in Pass-a-Grille and Upham Beach.

- **Scope:** This model covers paid parking year-round and separates peak season from off-season. Peak season is interpreted as November 27 (around Thanksgiving) to May 31, covering about half the year.

- **Average session duration:** Based on parking utilization data, the average off-season parking session duration is 2.66 hours. To account for seasonal fluctuations, the model assumes an average peak season parking session duration of 3 hours on weekdays and 6 hours on weekends, since length-of-stay data for peak season demand is unavailable.

- **Calibration:** The model conservatively assumes that average daily occupancy is 44% on weekdays and 61% on weekends for both peak and off-season, as there was insufficient data to identify differentiated percentages. The model also factors in a compliance rate to account for nonpayment.

Table C2. Potential Revenue Impact of Seasonal Pricing Model

	Baseline	Scenario 1	Scenario 2	Scenario 3
Rate(s) Used	Year-round: $4.50/h M-F, $5.50/h Sa-S	Off-season: $4.50/h M-F, $5.50/h Sa-S Peak season: $5/h M-F, $6/h Sa-S	Off-season: $4.50/h M-F, $5.50/h Sa-S Peak season: $5.25/h M-F, $6.25/h Sa-S	Off-season: $4.50/h M-F, $5.50/h Sa-S Peak season: $5.50/h M-F, $6.50/h Sa-S
Potential Annual Revenue	$5,217,000	$5,491,000	$5,628,000	$5,765,000

For every $0.25 increase in peak season parking rates, the model predicts the City to see an increase of ~$137,000 in parking revenue. At a certain point, further increases in pricing may see a decline in utilization if the cost of a parking space exceeds the perceived value of the space.

Sunset Surge Pricing Model

This model suggests increasing the hourly rate at on-street paid parking spaces in Pass-a-Grille during sunset in peak season. The parameters of this model area are as follows:

- **Parking spaces:** This model would impact 716 parking spaces in Pass-a-Grille.
- **Scope:** This model covers a 4-hour period around sunset during peak season only. Peak season is interpreted as November 27 (around Thanksgiving) to May 31.
- **Average session duration:** Based on parking utilization data, the average parking session duration is 2.66 hours.
- **Calibration:** The model conservatively assumes that occupancy is approximately 90% during this time, with each occupied parking space supporting only one session during the sunset period. It factors in a compliance rate to account for nonpayment.

Table C3. Potential Revenue Impact of Sunset Surge Pricing Model

	Baseline	Scenario 1	Scenario 2	Scenario 3
Rate(s) Used	$4.50/h M-F, $5.50/h Sa-S	$5.00/h M-F, $6.00/h Sa-S	$5.50/h M-F, $6.50/h Sa-S	$6.00/h M-F, $7.00/h Sa-S
Potential Annual Revenue	$781,000	$862,000	$944,000	$1,025,000

For every $0.50 increase in parking rates, the model predicts the City to see an increase of ~$81,000 in parking revenue. At a certain point, further increases in pricing may see a decline in utilization if the cost of a parking space exceeds the perceived value of the space.

Appendix B – Community Engagement Summary

As part of the Comprehensive Parking Management Study for the City of St. Pete Beach (City), Dixon Resources Unlimited (DIXON) conducted an extensive community engagement process, including several meetings, emails, and phone calls with residents and business owners. As part of this process, an online survey was made available from August 4, 2025, to August 22, 2025 to gather feedback.

The community engagement activities and methods used in the study ensured that a wide range of voices contributed to the development of the parking program. This approach helped ensure that all perspectives were actively considered. The following section provides an activity description and feedback summary for each community engagement activity conducted throughout the project.

Community Meeting

Around 12 community members attended the parking community meeting held in the Commission Chambers on Thursday, May 8, 2025. DIXON asked residents about their impressions of parking in St. Pete Beach and about how they would how they would improve it. The following valuable feedback was provided:

- Sunset is often when peak daily parking demand occurs, especially in Pass-a-Grille.
- Residents were confused about where they could park with their permit and where certain payment methods were or weren't accepted.
- Overall sign verbiage is confusing.
- Signage is sometimes facing the wrong direction, such as in Pass-a-Grille.
- Lots of towing occurs in certain private lots around town where paid parking is not implemented.
- A lot of the residents liked the beachball decals previously used for parking permits.
- Many residents own golf carts and would be pleased to use that instead of their cars if more golf cart parking is provided.

Local Businesses Meeting

Around 14 business owners attended a discussion focused around commercial and employee parking needs held in the Commission Chambers on Friday, May 9, 2025. Attendees shared concerns related to their businesses as well as the general commercial area on Corey Avenue. The attendees suggested:

- Building a parking garage or additional surface lots, with strong support from several attendees.
- Piloting a shared parking agreements in some of the vacant or underused lots near their businesses.

- Not implementing paid or time-limited parking on Corey Ave, concerned that it would negatively affect business.
- Taking action to mitigate parking demand during the Sunday morning market on Corey Ave.

Stakeholder Engagement

DIXON met individually with the operators of several more businesses, both in-person, over the phone, and through email correspondence. Furthermore, DIXON followed up by email with a few residents who spoke at the community meeting. The following are ideas that were suggested through the course of these outreach activities:

- Stationing a parking ambassador in Pass-a-Grille during peak times to kindly remind people of where they can and cannot park.
- Highlighting how parking revenue is used both online and on payment infrastructure.
- Not supplying more golf cart parking, saying it hinders regular parking.
- Significantly reducing towing by providing shared parking agreements and clearer signage.
- Keeping in mind that the parking congestion problem in the City is highly seasonal not to overbuild restrictions for the rest of the year.
- Rethinking the flat $25 charge for parking on holiday weekends.
- Eliminating or scaling back the FreeBee program considering the City's present financial situation.
- Including parking regulation disclaimers in the rental agreements for short-term rental properties.
- Keeping the existing residential permit parking restrictions on certain streets where homes do not have driveways and may not be allowed to build them.
- Minding the safety issues of parking golf carts near Pass-a-Grille Park.

Citywide Parking Survey

The City of St Pete Beach (City) and Dixon Resources Unlimited (DIXON) conducted a survey from August 4, 2025, to August 22, 2025, to gather feedback from the public on their parking priorities and habits. Feedback was also gathered on the draft Parking Action Plan (PAP), whose key recommendations were summarized in a document available on the City's website. The survey was online for 18 days, receiving 658 total responses. The table below shows a breakdown of the respondents' presence in St. Pete Beach.

Table B1. Survey Respondent Profiles

Presence in St. Pete Beach	Number of Responses	Proportion
I live in St. Pete Beach year-round	438	69.30%
I live in St. Pete Beach part of the year (seasonally)	97	15.35%
I visit St. Pete Beach frequently	79	12.50%
I visit St. Pete Beach occasionally	13	2.06%
I work in St. Pete Beach	29	4.59%
I own a business in St. Pete Beach	23	3.64%
I own a property in St. Pete Beach but am not the primary occupant	9	1.42%

Summary of Key Takeaways

Signage Improvements

- Fixing damaged signs was the most highly prioritized, followed by adding directional arrows to signs and simplifying sign messaging.
- Opinions on an automated parking guidance sign were divided, with 27% ranking it as their top priority and 22% ranking it as their lowest.

Parking Ambassador in Pass-a-Grille

- There were mixed opinions on its potential effectiveness, with 38% stating it would not be effective and 42% stating it would be either somewhat or very effective.
- In the open comment section, 3 respondents made additional statements against adding a parking ambassador. However, 14 other respondents asked for more parking enforcement generally.

Visitor Parking

- Addressing traffic congestion from visitors was the clear top priority.
- Addressing low visitor parking supply and visitors exhibiting illegal parking behaviors were also generally prioritized, with the majority of respondents ranking it as their first or second priority.

- Issues arising from short-term rentals were not a priority, with 67% of respondents rating it as their lowest priority.

Additional Parking Supply

- Additional parking in Pass-a-Grille was the highest priority, with 72% of respondents ranking it as their first or second choice.
- The Winn-Dixie lot, 400 Corey Ave, and the post office were three of the most frequently mentioned locations for developing additional public parking.
- While respondents indicated the need for more parking in Pass-a-Grille, there were few recommended locations for additional parking supply there.

Parking for Residents

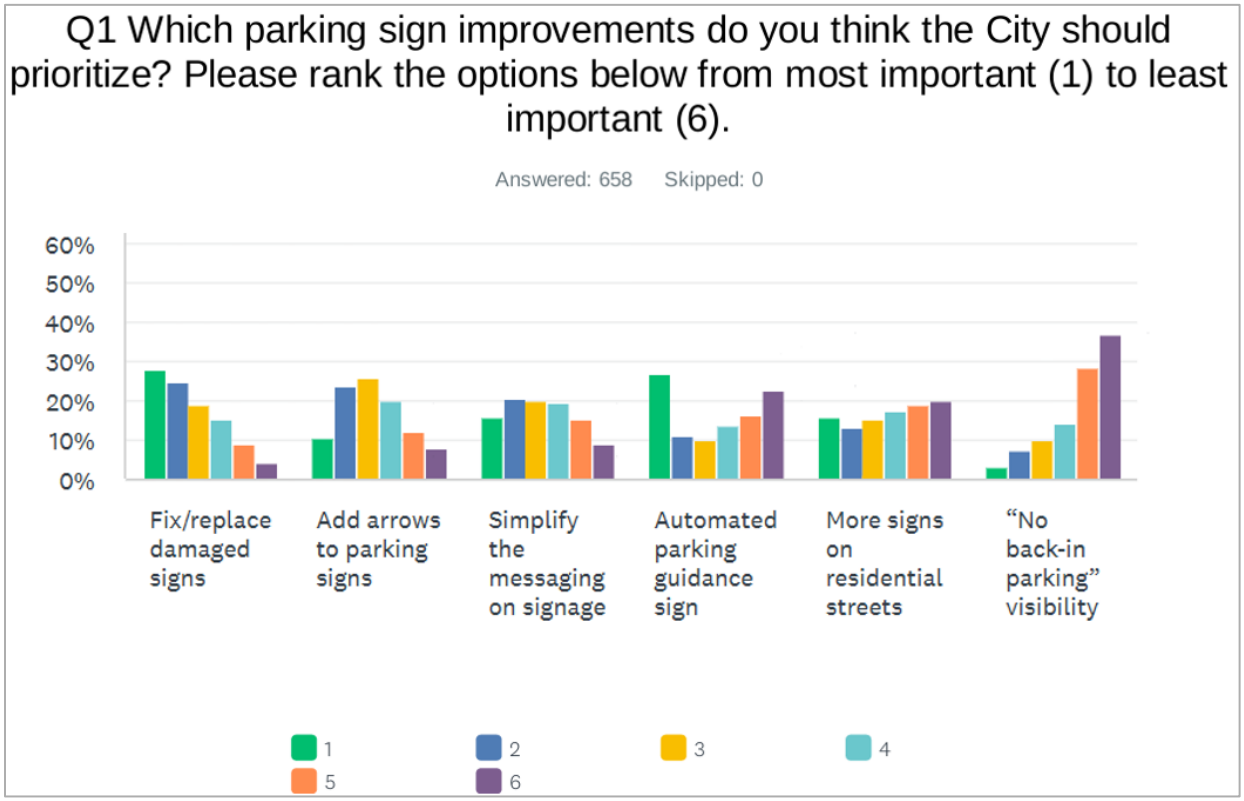
- Strong support for resident permit-only spaces, with 60% saying it would improve their parking experience.
    - Support was weaker among employees and business owners. Also, visitors were opposed.
- Clear opposition to additional golf cart parking, with 46% saying it would make their parking experience worse.
    - 83% reported never using golf carts in St. Pete Beach.
- Support for introducing a price for residential permits was divided, with 50% in support and 42% in opposition.
    - Among supporters, more than half said their support depended on the price.

Fixed-choice Survey Results

Below are graphs visualizing the survey responses for the fixed-choice questions.

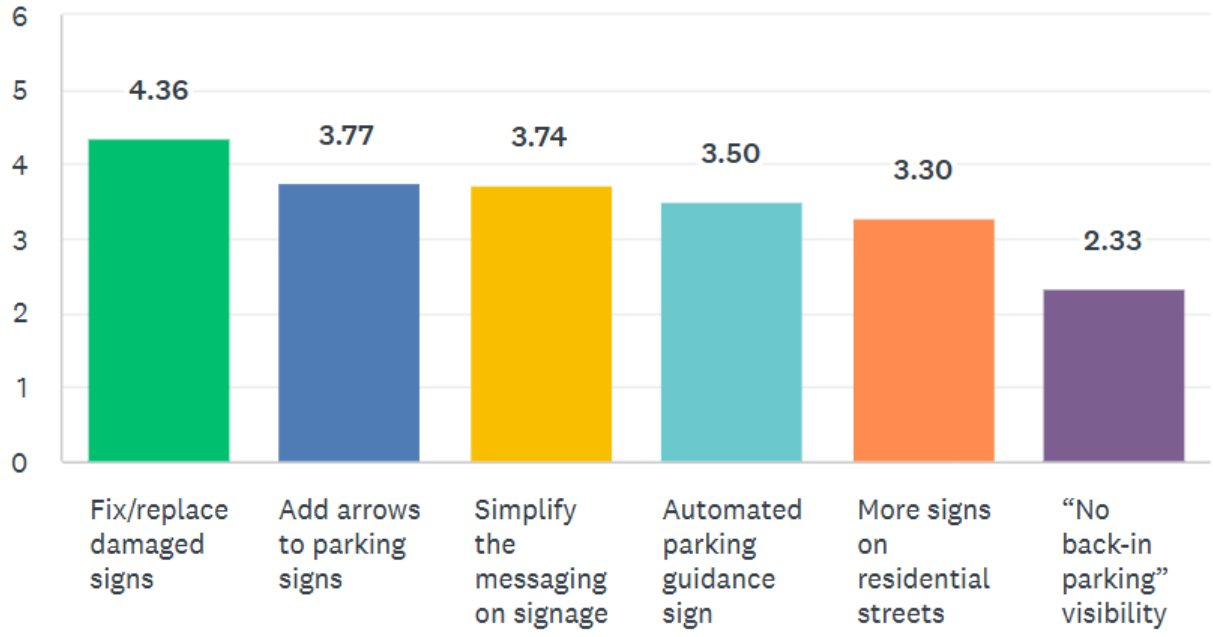
Question 1. Which parking sign improvements do you think the City should prioritize?

Figure B1. Priority ranking of improvements to make to signage



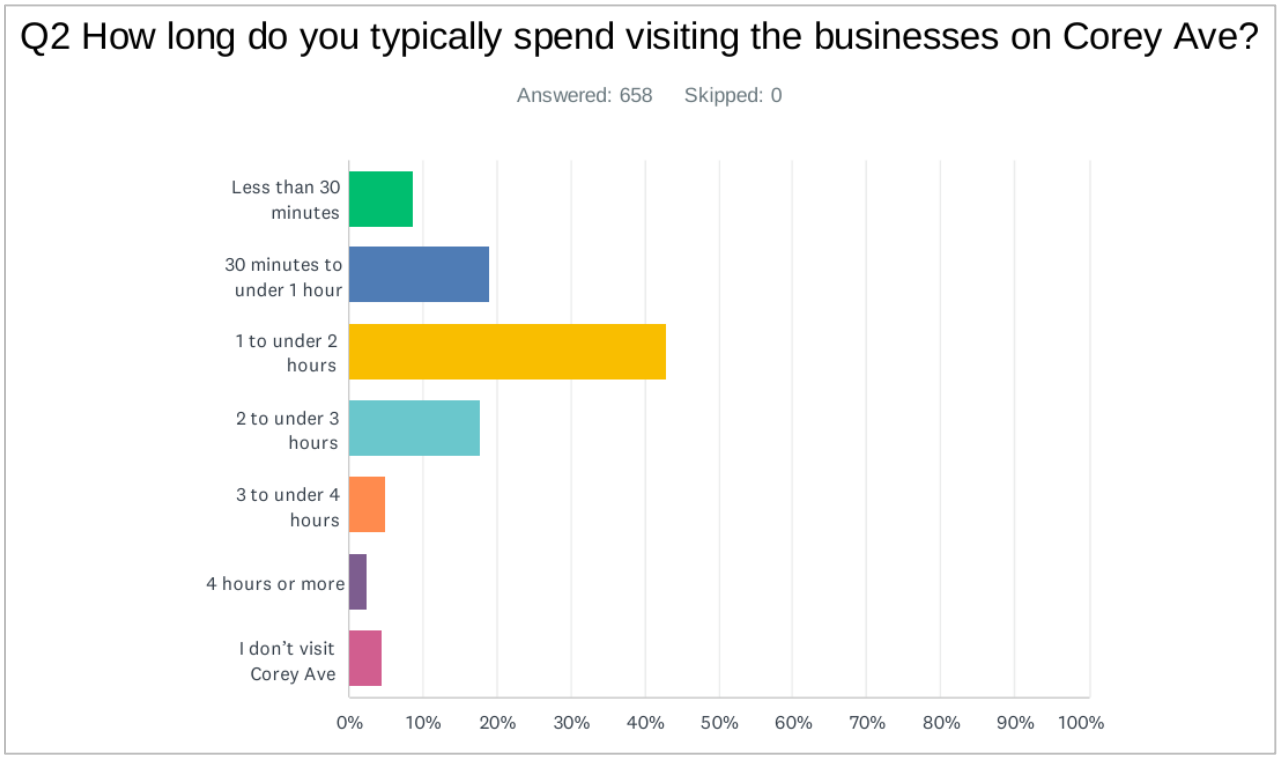
	1	2	3	4	5	6
Fix/replace damaged signs	27.96% 184	24.77% 163	19.00% 125	15.35% 101	8.97% 59	3.95% 26
Add arrows to parking signs	10.49% 69	23.71% 156	25.84% 170	19.91% 131	12.16% 80	7.90% 52
Simplify the messaging on signage	15.65% 103	20.36% 134	20.21% 133	19.45% 128	15.20% 100	9.12% 60
Automated parking guidance sign	26.75% 176	10.79% 71	9.88% 65	13.83% 91	16.26% 107	22.49% 148
More signs on residential streets	15.81% 104	12.92% 85	15.05% 99	17.48% 115	19.00% 125	19.76% 130
"No back-in parking" visibility	3.34% 22	7.45% 49	10.03% 66	13.98% 92	28.42% 187	36.78% 242

Figure B2. Weighted average rankings for signage improvements (descending order)



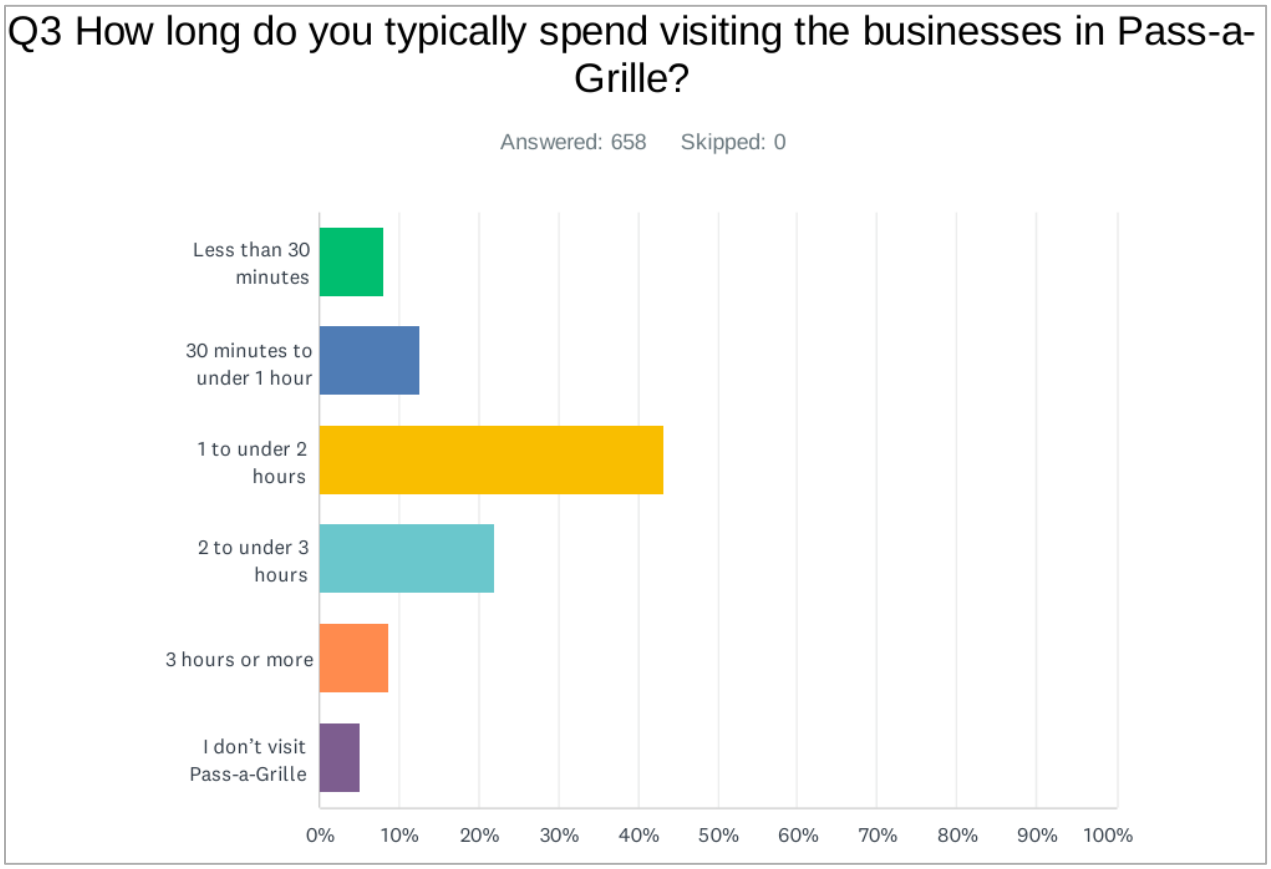
Question 2. How long do you typically spend visiting the businesses on Corey Ave?

Figure B3. Visit time breakdown for Corey Ave



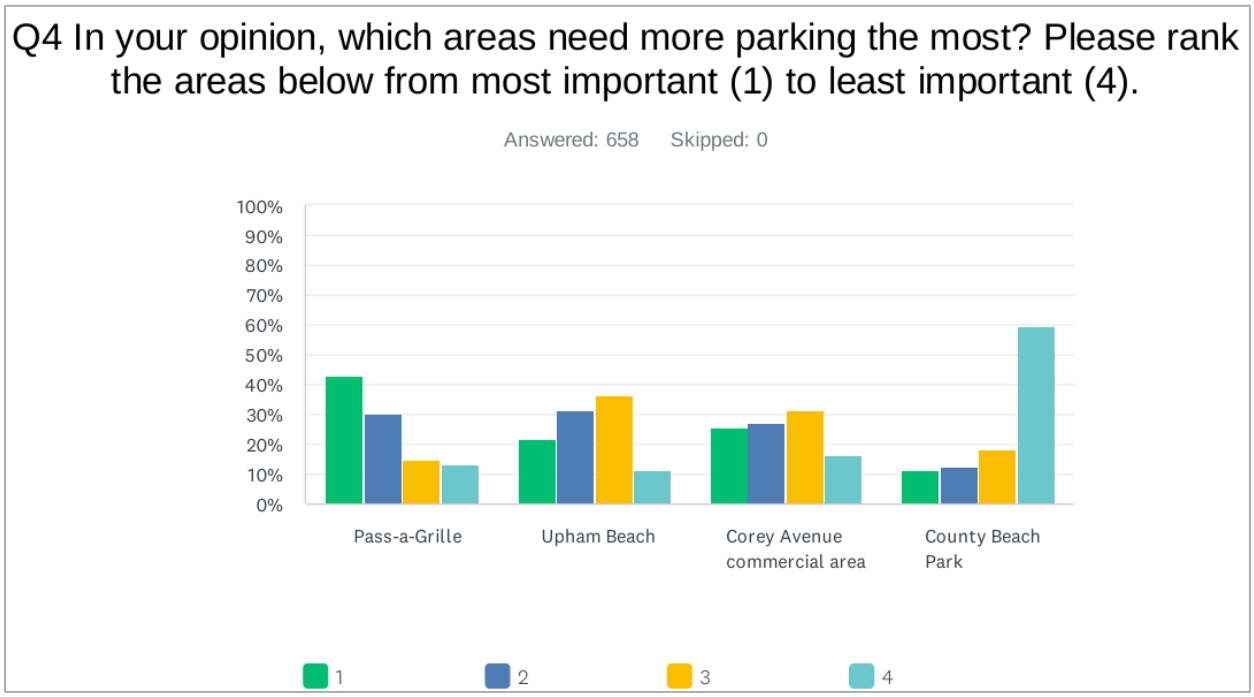
Question 3. How long do you typically spend visiting businesses in Pass-a-Grille?

Figure B4. Visit time breakdown for Pass-a-Grille



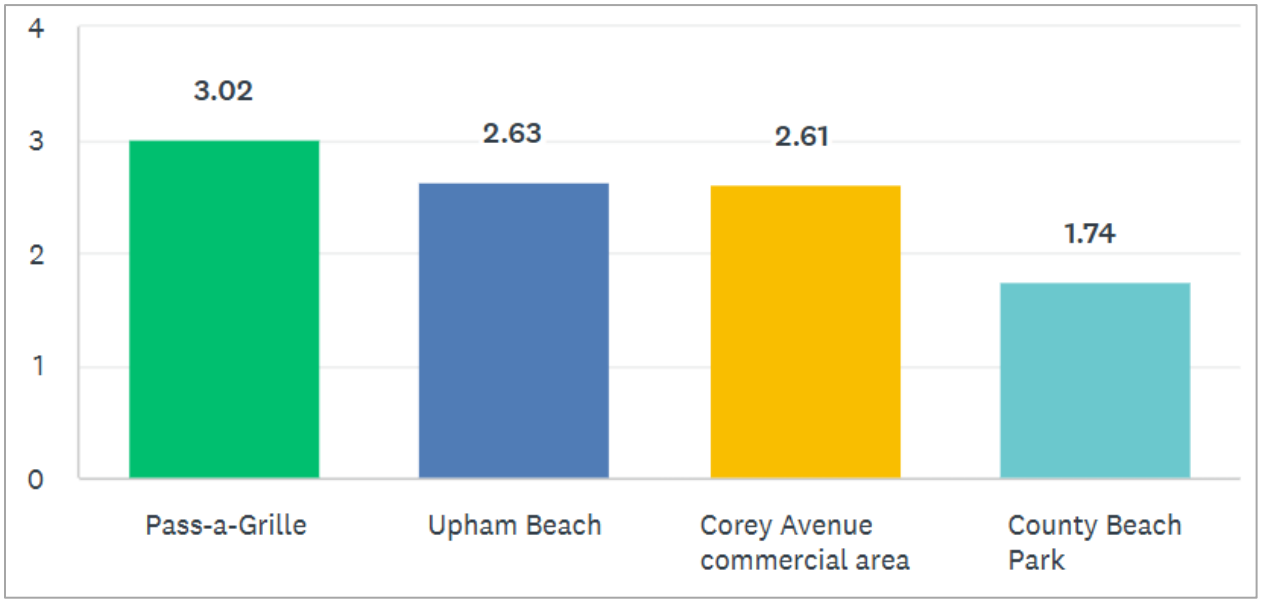
Question 4. Which areas need more parking the most?

Figure B5. Priority ranking of areas needing additional parking



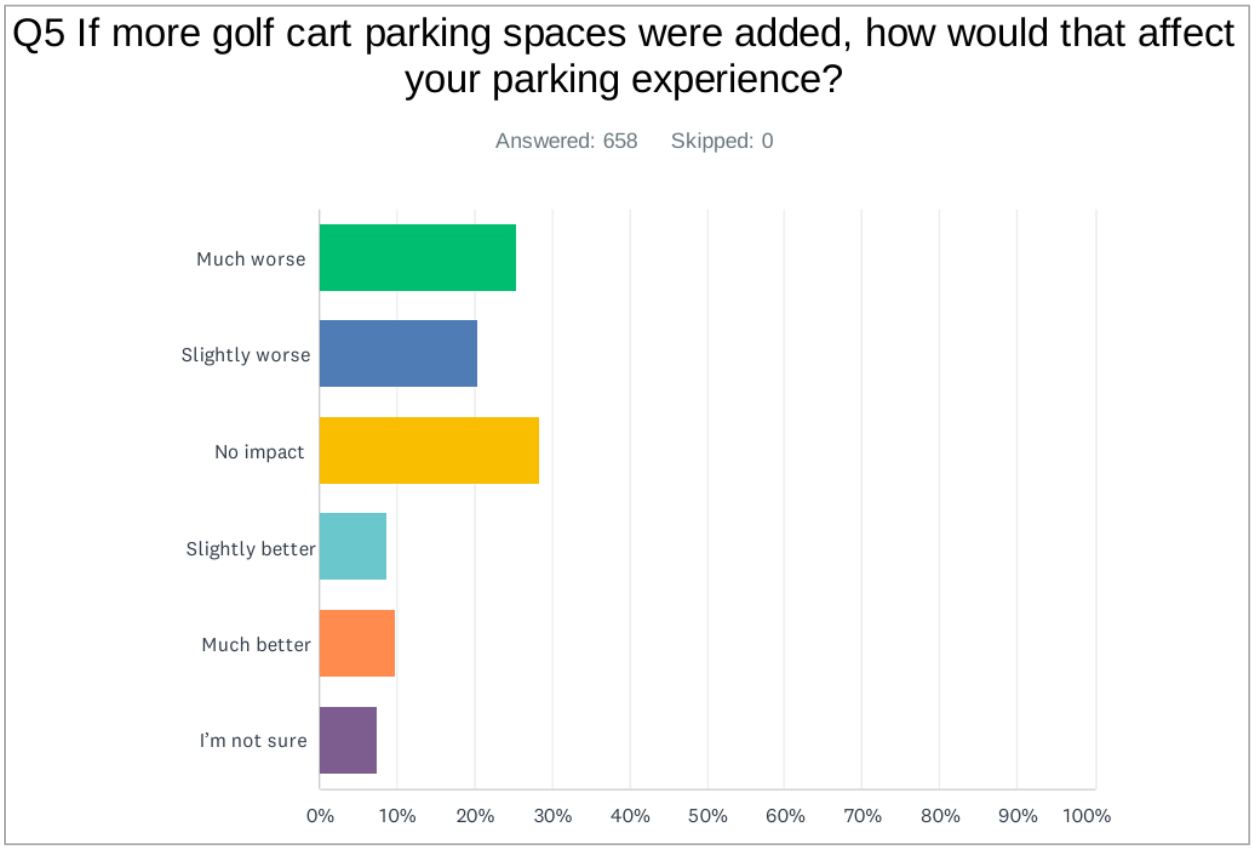
	1	2	3	4
Pass-a-Grille	42.40% 279	29.94% 197	14.59% 96	13.07% 86
Upham Beach	21.43% 141	31.16% 205	36.32% 239	11.09% 73
Corey Avenue commercial area	25.38% 167	26.90% 177	31.31% 206	16.41% 108
County Beach Park	10.79% 71	12.01% 79	17.78% 117	59.42% 391

Figure B6. Weighted average rankings for areas in need of parking (descending order)



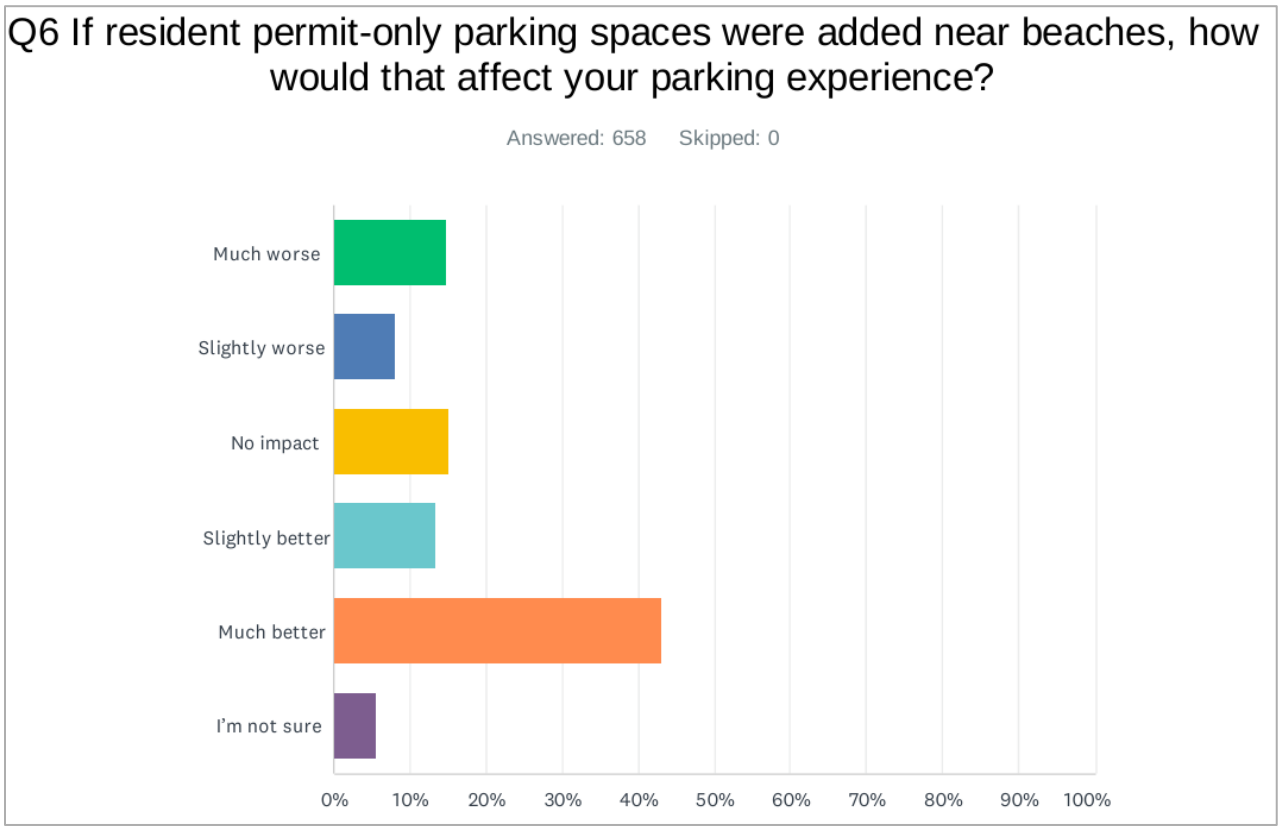
Question 5. If more golf cart parking spaces were added, how would that affect your parking experience?

Figure B7. Opinions on additional golf cart parking spaces



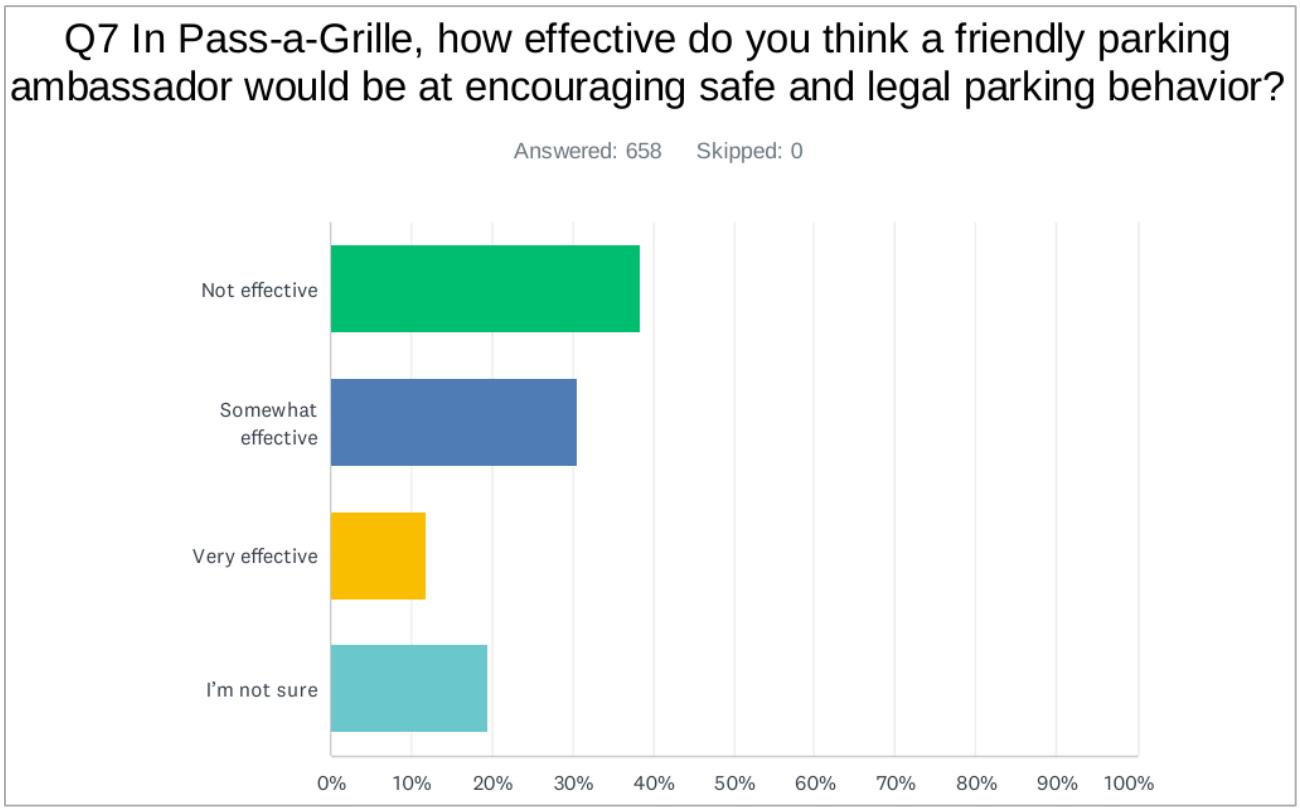
Question 6. If resident permit-only parking spaces were added near beaches, how would that affect your parking experience?

Figure B8. Opinions on resident-only parking spaces



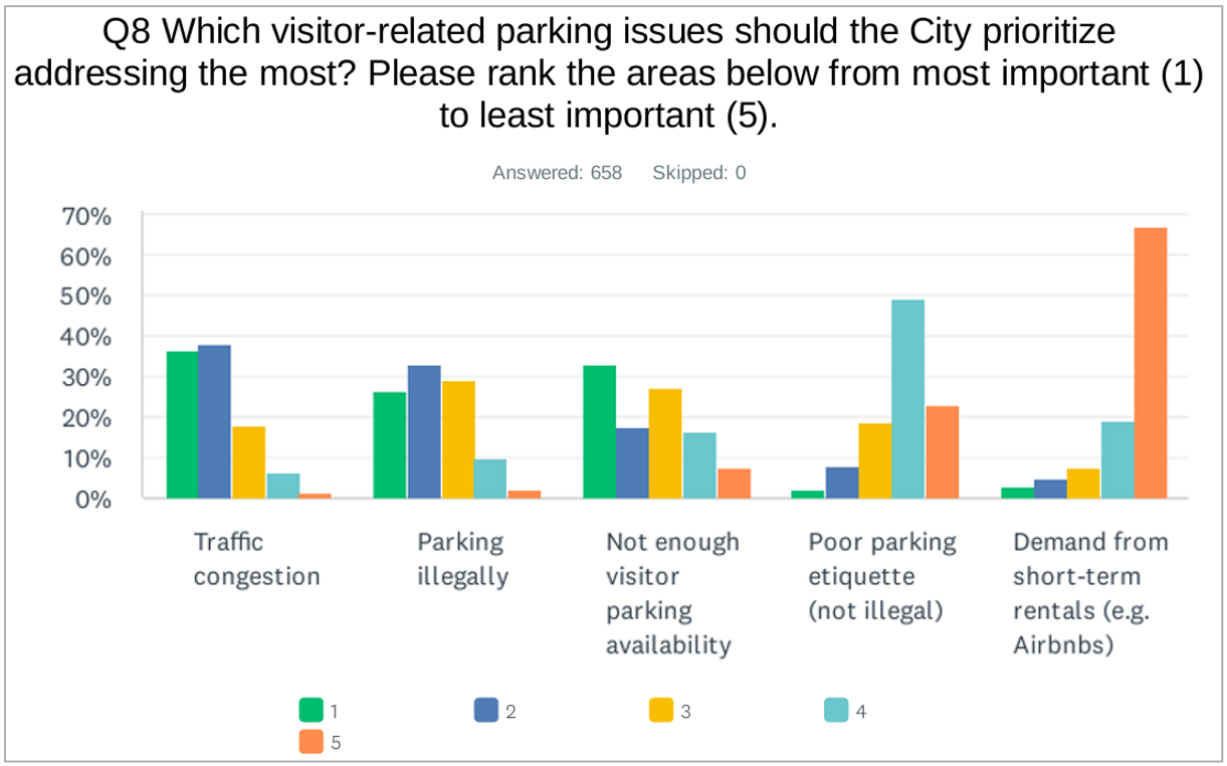
Question 7. In Pass-a-Grille, how effective do you think a parking ambassador would be?

Figure B9. Opinions on effectiveness of parking ambassador



Question 8. Which visitor-related parking issues should the City prioritize addressing the most?

Figure B10. Priority ranking of visitor-related parking issues to address

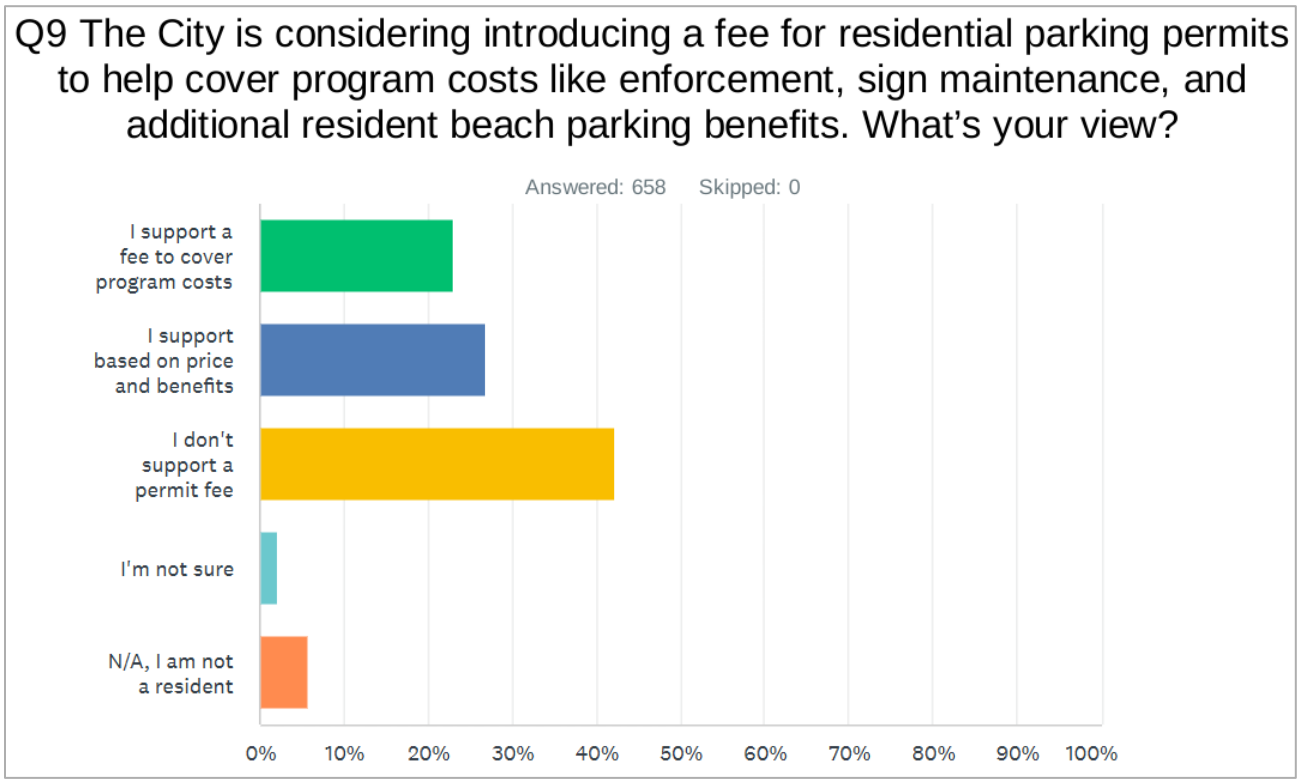


	1	2	3	4	5
Traffic congestion	36.47% 240	37.84% 249	18.09% 119	6.53% 43	1.06% 7
Parking illegally	26.44% 174	32.52% 214	29.18% 192	9.73% 64	2.13% 14
Not enough visitor parking availability	32.37% 213	17.17% 113	27.05% 178	16.11% 106	7.29% 48
Poor parking etiquette (not illegal)	2.13% 14	7.90% 52	18.54% 122	48.78% 321	22.64% 149
Demand from short-term rentals (e.g. Airbnbs)	2.58% 17	4.56% 30	7.14% 47	18.84% 124	66.87% 440

Figure B11. Weighted average rankings for visitor parking issues to address (descending order)

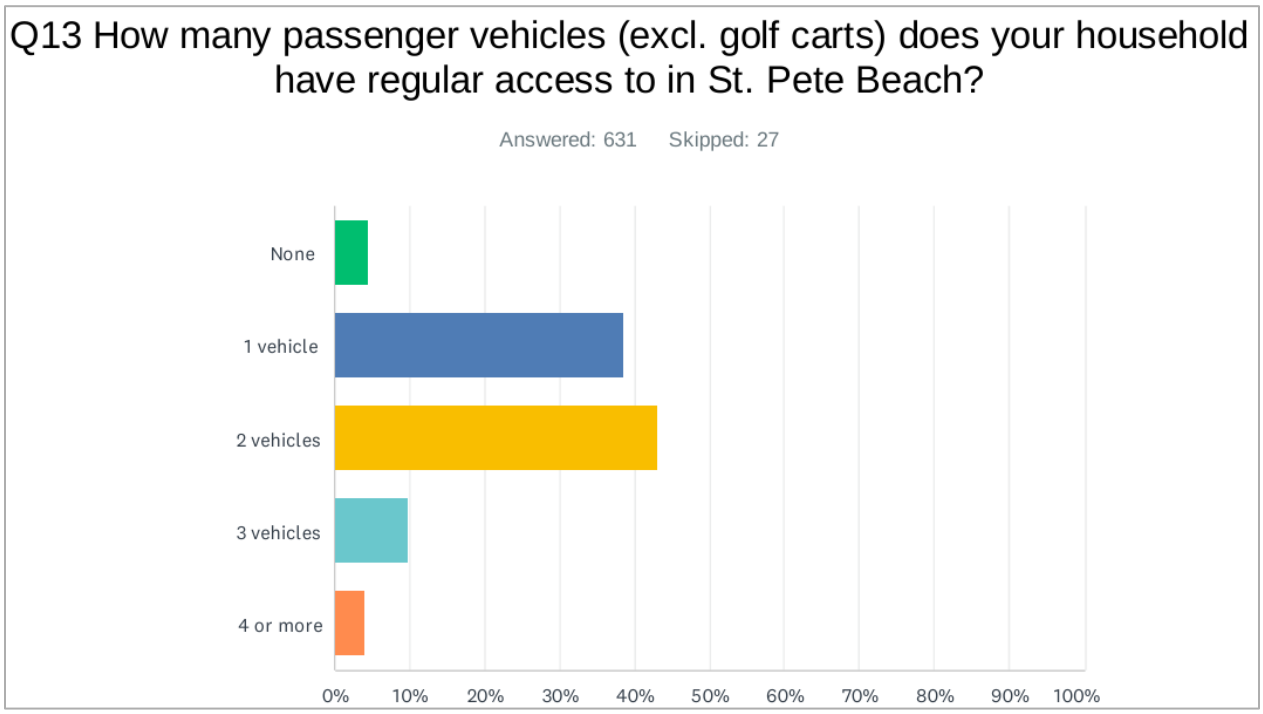
Question 9. The City is considering introducing a fee for residential parking permits to help cover program costs. What's your view?

Figure B12. Opinions on adding a fee for residential parking permits



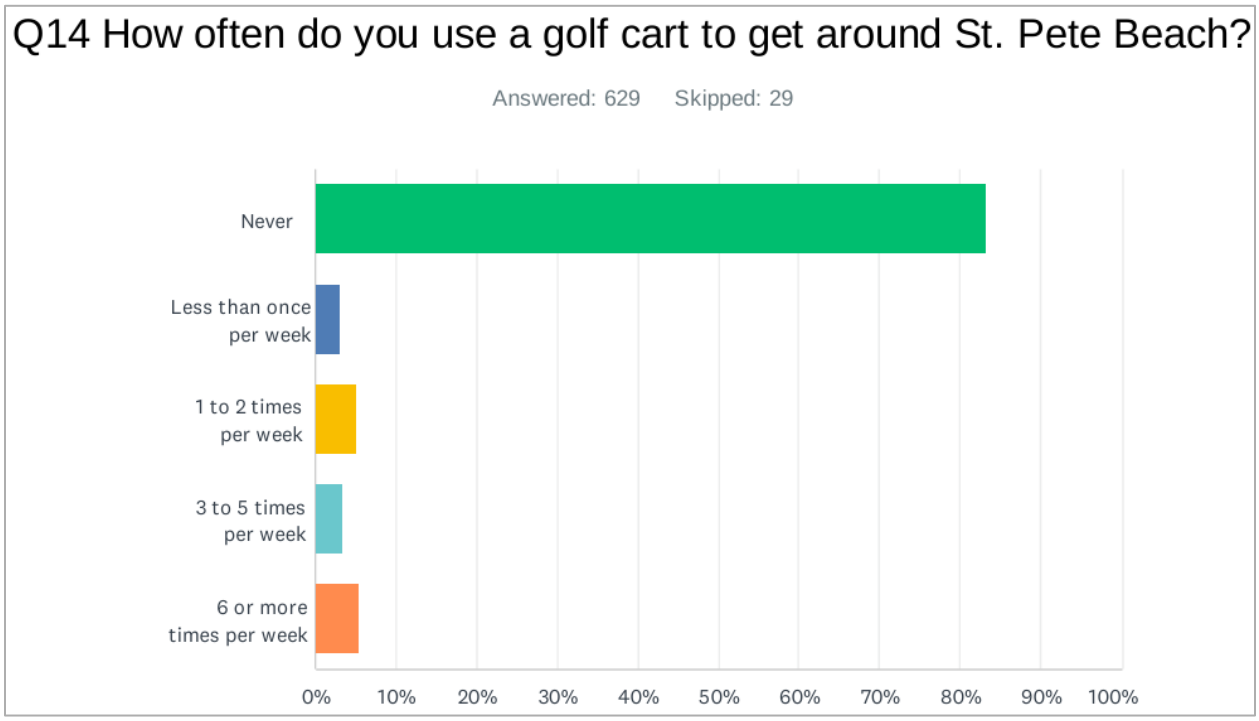
Question 13. How many passenger vehicles (excl. golf carts) does your household have regular access to in St. Pete Beach?

Figure B13. Vehicles per household



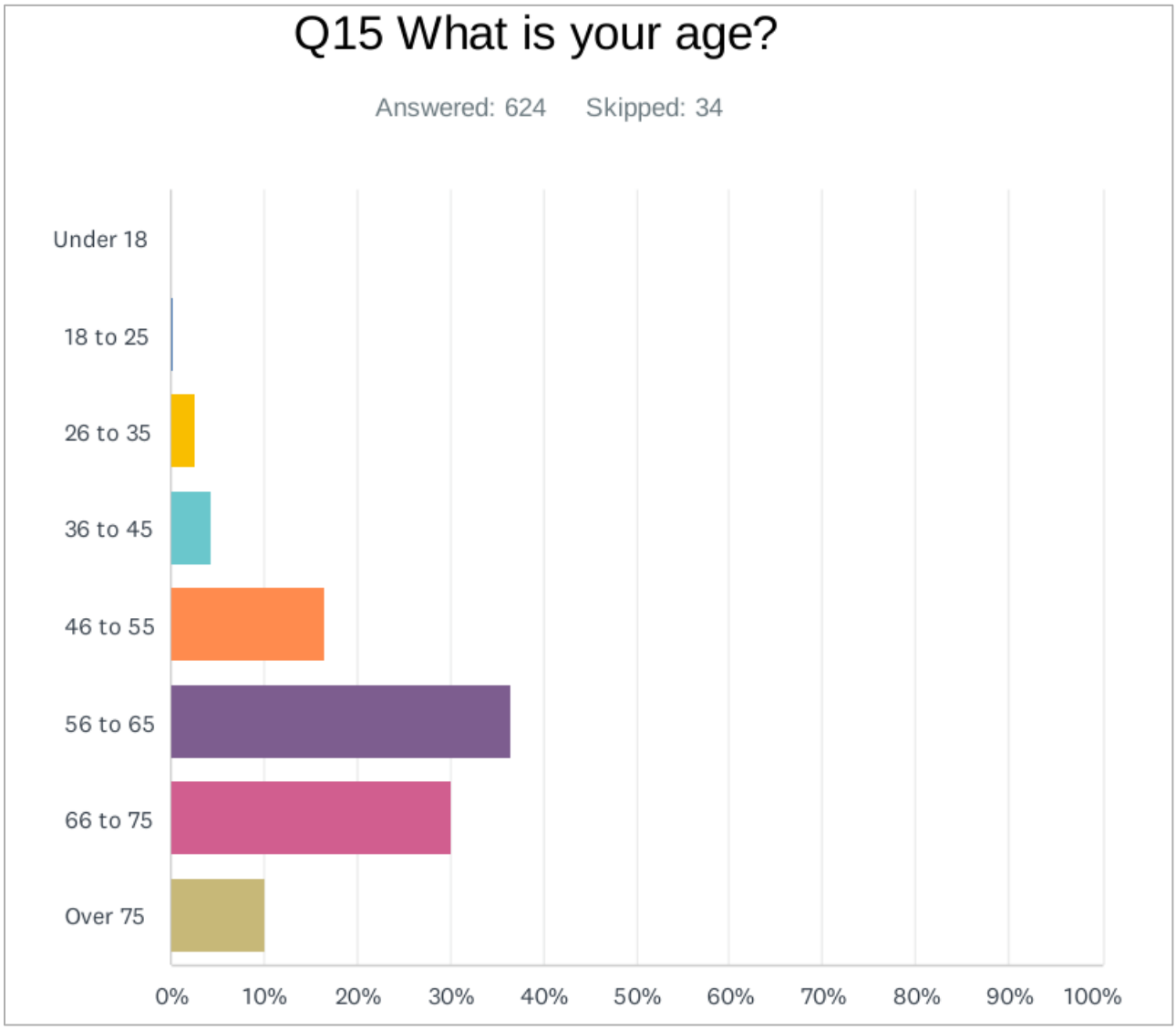
Question 14. How often do you use a golf cart to get around St. Pete Beach?

Figure B14. Golf cart usage



Question 15. What is your age?

Figure B15. Age distribution



Open-ended Survey Results

Survey respondents were given the opportunity to share additional feedback on the parking study through an open-ended question. Respondents were also asked to suggest specific locations for adding additional public parking. The table below summarizes the key themes and feedback of the responses:

Table B2. Summary of Key Themes from Open-ended Responses

Category	Common Themes
Residential Permit Fee	• Some say revenue should come from visitors only • Some express strong opposition to paying any fee
Permit Parking	• Many hoped to offer paid parking permits to residents of nearby towns • Some asked for permit options for residents with rental cars
Paid Parking	• Parking pay stations are hard to read due to glare • Visitors state hourly parking rates are too high • Many are against paid parking and time limits on Corey Ave
Parking Enforcement	• Visitors parking illegally on residential streets • Parking ambassador may not be effective
Additional Public Parking Locations	• Strong support for new parking garages • The closed Winn-Dixie supermarket lot is highly suggested
Location-specific	• 46th Ave is too narrow when beachgoers park on both sides and parking could be eliminated on one or both sides • 71st St becomes dangerous with low visibility when parked up
Alternative Transportation	• Support for FreeBee and other transit options • Support for a fee for FreeBee users • Encourage use of the SunRunner • Concerns over safety around the use of golf carts, and ensuring drivers follow the rules of the road

Appendix A - Parking Utilization Study Report

Executive Summary

Dixon Resources Unlimited (DIXON) conducted a parking utilization study to support recommendations for the Parking Action Plan. The study analyzed on-street parking occupancy and length of stay patterns throughout the City of St. Pete Beach (City).

A targeted data collection effort was conducted in late May and early June, 2025, using vehicle-mounted license plate recognition (LPR) cameras. This data revealed that parking across the City was generally underutilized, with an average occupancy of 37% throughout the study area. Data collected on Sunday during this period shows high occupancy rates along Gulf Way (as shown in Figure A2). With the data available from these targeted efforts, occupancy on Sundays averaged 55%, significantly outpacing the highest weekday occupancy average of 39% on Mondays. Also, Pass-a-Grille and the streets near Upham Beach both experienced significantly higher parking occupancy compared to the rest of the City. It should be noted that part of the targeted collection occurred during the off-season, capturing lower levels of occupancy than would be expected during peak tourism season. Furthermore, certain areas had limited collection during the targeted period, creating additional variability in these numbers.

This targeted data collection effort was also supplemented by historical data collected during enforcement operations from January 3, 2023, through June 25, 2025. After integrating this additional data, citywide average occupancy increases to 47%, with a weekend peak of 54% on Sundays and a weekday peak of 43% on Fridays. These averages include early morning counts and several off-season months, so they do not highlight peak demand conditions. Pass-a-Grille and Upham Beach still stand out as parking hotspots (as shown in Figures A6 and A8).

Length of stay metrics were calculated exclusively using data from the targeted collection period. Overall, parking turnover was low, with 60% of vehicles staying longer than three hours. The average length of stay across the study area was 4.1 hours. However, the average length of stay for paid parking spaces was lower, at 3.5 hours.

The study area had significant amounts of both paid and permit parking spaces. Paid parking spaces had an average occupancy of 51%, which is a bit higher than the citywide average. Meanwhile, permit parking spaces had an occupancy of 35%, lower than the citywide average.

Methodology

Data Collection

Parking data was collected from Saturday, May 24, 2025, through Monday, June 9, 2025, by City staff using vehicle-mounted License Plate Recognition (LPR) cameras. Staff followed a designated data collection route to ensure consistent and uniform collection. Data was collected throughout each day at 9am–12pm, 12pm–3pm, and 3pm–6pm. Drone images were captured on Saturday May 17, 2025, to provide some additional visuals to support this project. Additionally, the report integrates data that was collected incidentally as part of regular enforcement operations dating back to January 3, 2023, and continuing until June 25, 2025.

Inventory Collection

On-street inventory was assessed using Geographic Information Systems (GIS) and Google Maps (Street View and aerial imagery). Individual curb segments were mapped in GIS format to indicate where parking is permitted and prohibited. Marked spaces were counted directly, while unmarked curb segments were converted into space counts using standardized size parameters. Parking spaces were generally measured assuming a standard length of 20-feet. However, an 18-foot length was applied to spaces adjacent to driveways or other non-parking areas, as curb cuts and restricted zones provide easier entry and exit compared to parking between two vehicles. These parameters may slightly increase the estimated parking inventory, as parking spaces are typically 22 to 24 feet when marked.

Length of Stay Calculations

Table A4 shows a percentage of the number of individual cars that were observed to stay either between 0–3 hours, 3–6 hours, 6–9 hours, or for 9–12 hours. These time intervals were based on the data collection rounds for each neighborhood. The length of stay is calculated using the following formula:

(mid-point between last-time seen and first-time unseen) – first-time seen

If there is not a first-time unseen, then:

(mid-point between last-time seen and end of day) – first-time seen

Maps show the average daily length of stay per block face by weekday (Figure A9) and weekend (Figure A10). This is calculated by taking the average length of each vehicle's stay at a given location. Compared to the percentage of vehicles within each time bin in the tables, the average length of stay provides more variation in results. To reflect this, the maps display length of stay in two-hour intervals: 0–2 hours, 2–4 hours, 4–6 hours, 6–8 hours, and over 8 hours.

Study Area

The study area (Figure A1) extends to nearly every block face within the City's borders, totaling 630 block faces and 7,551 parking spaces.

Paid Parking

On-street paid parking was present in three main locations: near Upham Beach, in Pass-a-Grille, and near the Don CeSar. The on-street parking inventory contains 1,008 paid parking spaces, 17 of which are designated for vehicles with attached boat trailers.

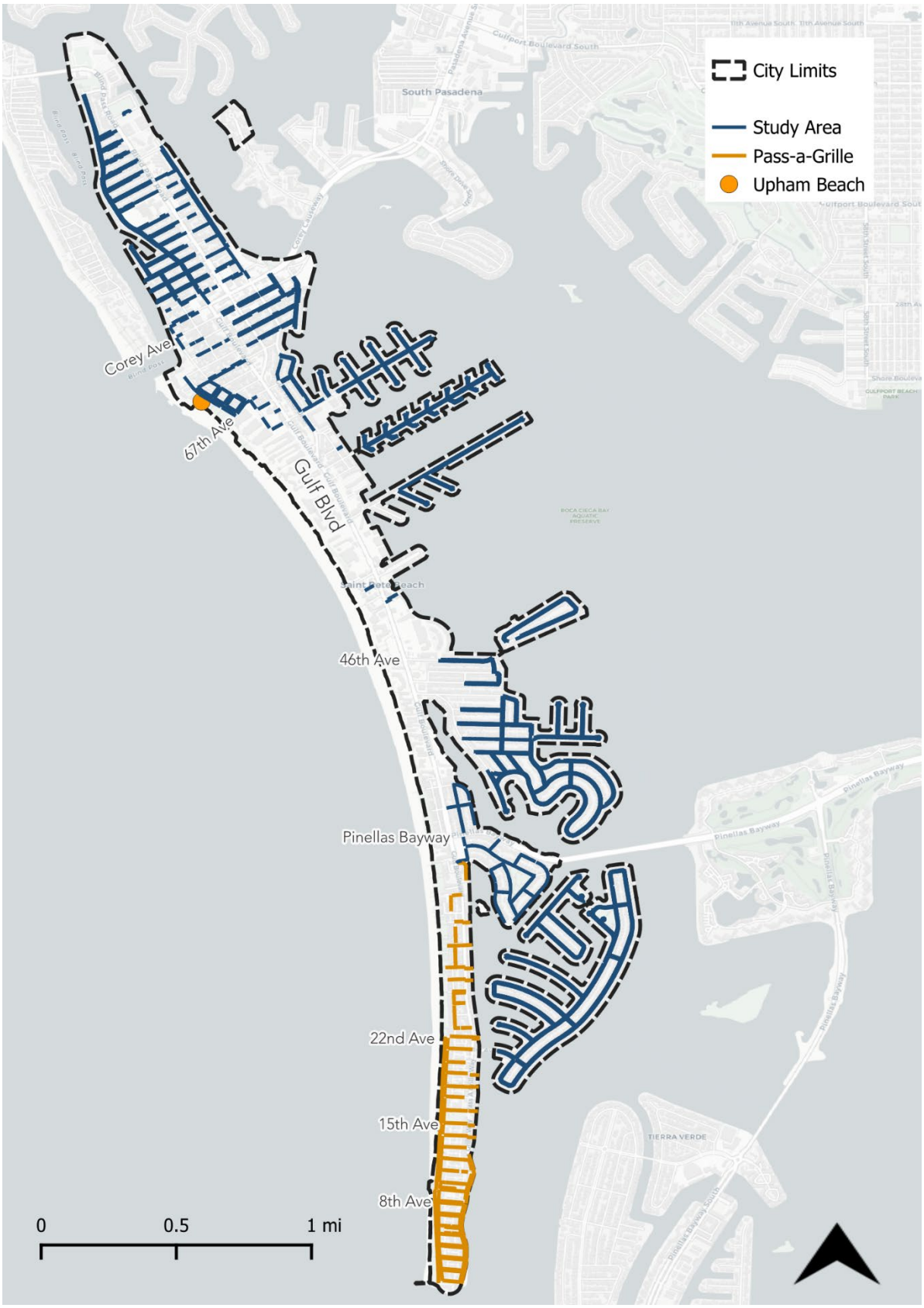
Permit Parking

Based on posted signage, the City has 1,545 permit-only parking spaces on-street. This excludes Vina Del Mar Island and parts of Belle Vista, as many blocks had no signage indicating permit restrictions in those locations.

Unrestricted Parking

The City has 4,915 on-street parking spaces with no time, permit, or paid restrictions. A significant portion of these are located north of 71st Avenue. Most of the rest are located in Belle Vista and on Vina Del Mar Island.

Figure A1. Study Area Map



Key Considerations

The parking industry considers the ideal target parking occupancy rate to be 85%, which in practice roughly equates to one or two parking spaces available per block face, or an equivalent-sized parking area. This occupancy target ensures availability while maximizing the utilization of parking assets. Areas that regularly exceed 85% occupancy are often perceived by the public as full and these areas contribute to traffic and parking congestion, as motorists circle the area looking for an available space. Likewise, areas that regularly are well below 85% are considered underutilized.

When the length of stay in parking spaces is long, turnover is low. Conversely, shorter stays result in higher turnover. A high turnover rate maximizes the number of motorists utilizing available parking spaces, which is especially crucial in commercial areas where frequent availability improves customer access to nearby businesses.

The goal of a municipal parking program is to seek a balanced parking operation that actively works to maintain parking locations at or near the 85% target occupancy level to provide customers with access to valuable parking resources, while understanding that realistically there will be outliers or exceptions at times.

Definition of Terms

- Inventory: The number of spaces per on-street block face or off-street locations.
- Occupancy: The percentage of parking supply that is occupied.
- Length of Stay: The amount of time a car remains in a given parking space. Also referred to as the duration.

Appendix A1 - Tables

Table A1. Parking Inventory by Space Type

Space Type	Parking Space Inventory
Paid Parking	1,008
Permit Parking	1,545
Unrestricted	4,915
3-Hour Parking	55
Short Term	23
Golf Cart	5
Total	**7,551**

Table A2. May 24, 2025, through June 9, 2025 - Average Occupancy

Day of Week	9am	12pm	3pm	6pm	Total
Sunday	43%	67%	64%	46%	**55%**
Monday	31%	53%	46%	41%	**39%**
Tuesday	29%	38%	30%	44%	**33%**
Wednesday	28%	42%	37%		**36%**
Thursday	29%	27%	36%		**32%**
Friday	33%	36%	36%		**35%**
Saturday	34%	32%	36%	39%	**34%**
Total	**34%**	**41%**	**37%**	**41%**	**37%**

Table A3. January 3, 2023, through June 25, 2025 - Average Occupancy

Day of Week	9am	12pm	3pm	6pm	Total
Sunday	47%	56%	56%	47%	**54%**
Monday	33%	44%	43%	38%	**40%**
Tuesday	32%	43%	43%	37%	**40%**
Wednesday	34%	50%	44%	37%	**43%**
Thursday	33%	44%	42%	42%	**40%**
Friday	40%	48%	44%	41%	**43%**
Saturday	45%	56%	53%	51%	**53%**
Total	**37%**	**51%**	**48%**	**44%**	**47%**

Table A4. May 24, 2025, through June 9, 2025 - Average Length of Stay

Zone	0-3 hrs	3-6 hrs	6-9 hrs	9-12 hrs
Sunday	39%	32%	26%	3%
Monday	38%	25%	36%	2%
Tuesday	36%	50%	14%	1%
Wednesday	64%	28%	6%	2%
Thursday	34%	43%	12%	11%
Friday	36%	37%	22%	6%
Saturday	41%	31%	16%	12%
Total	**40%**	**34%**	**20%**	**7%**

Appendix A2 - Occupancy Maps

Figure A2. Sunday, June 8, 2025 - Occupancy

Figure A3. Weekdays, January 3, 2023, through June 25, 2025 (9am–12pm) - Occupancy

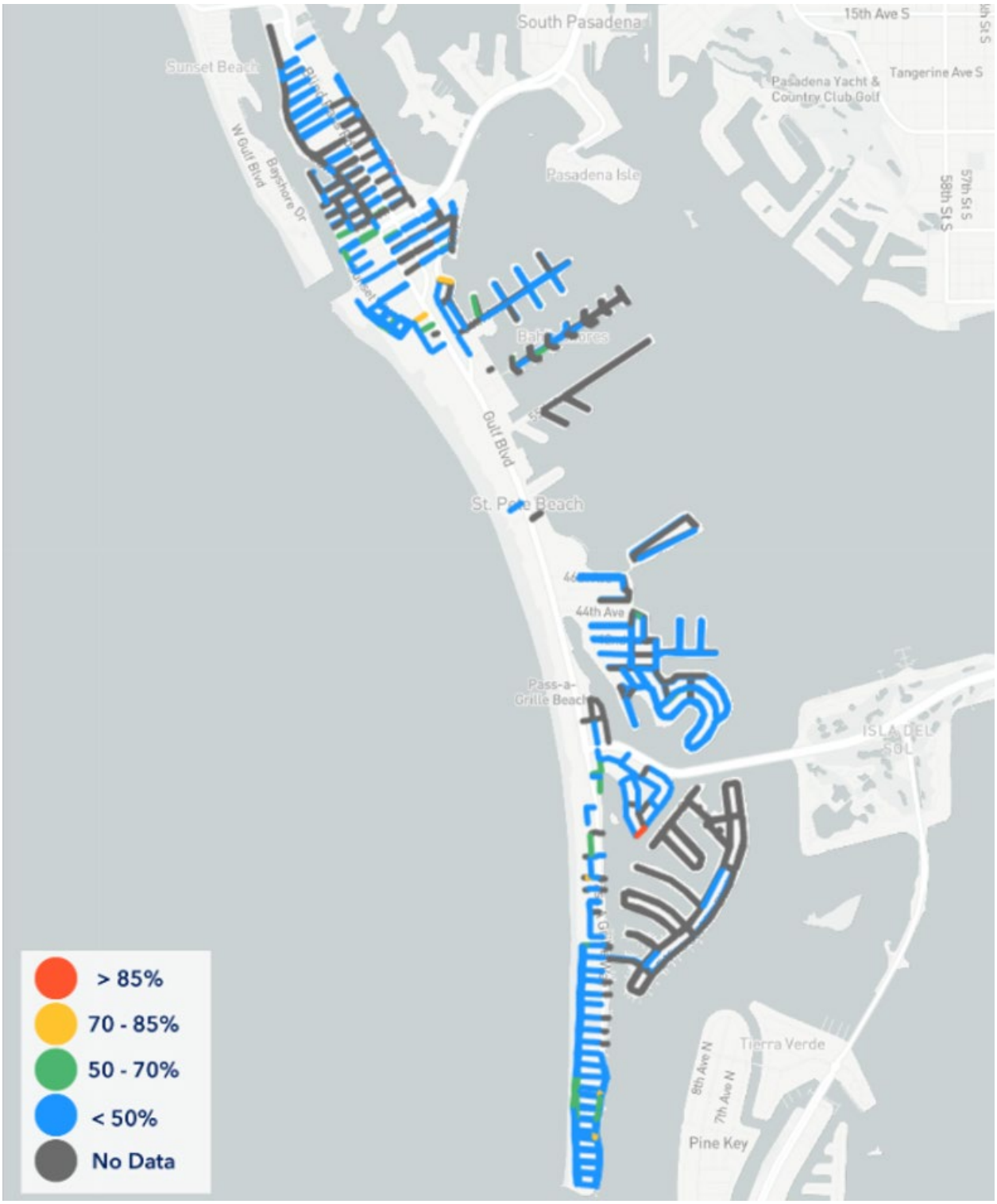


Figure A4. Weekends, January 3, 2023, through June 25, 2025 (9am–12pm) - Occupancy

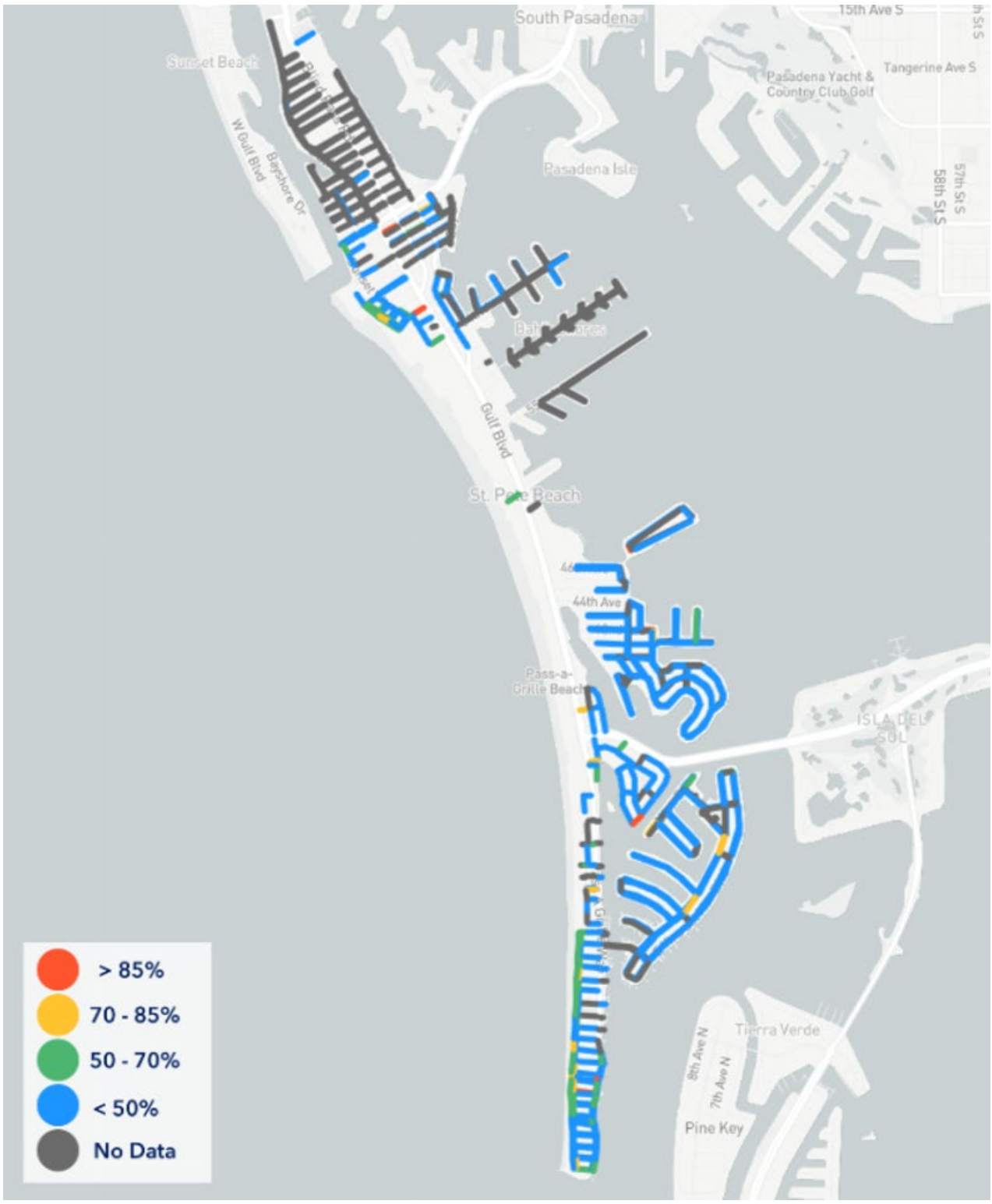


Figure A5. Weekdays, January 3, 2023, through June 25, 2025 (12pm–3pm) - Occupancy

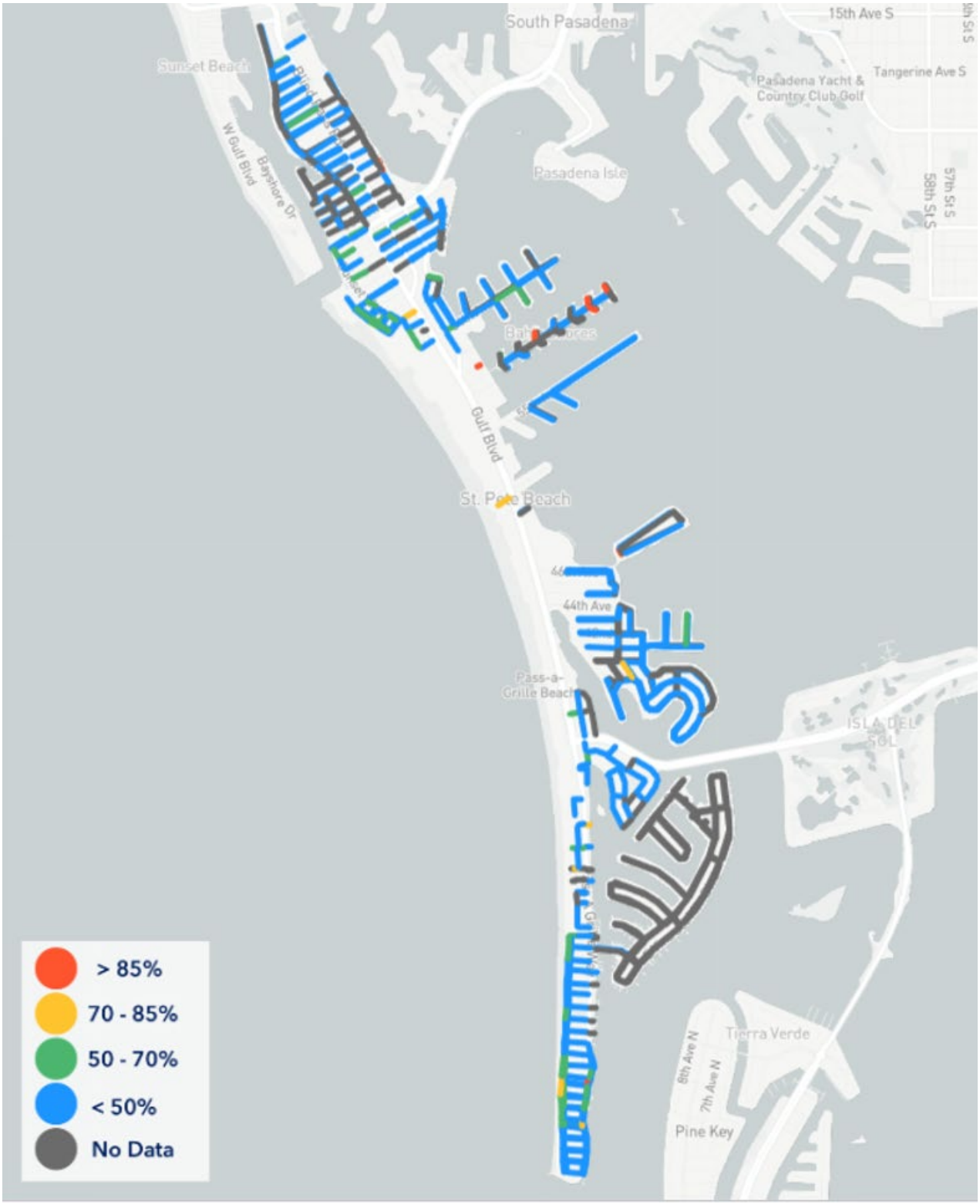


Figure A6. Weekends, January 3, 2023, through June 25, 2025 (12pm–3pm) - Occupancy

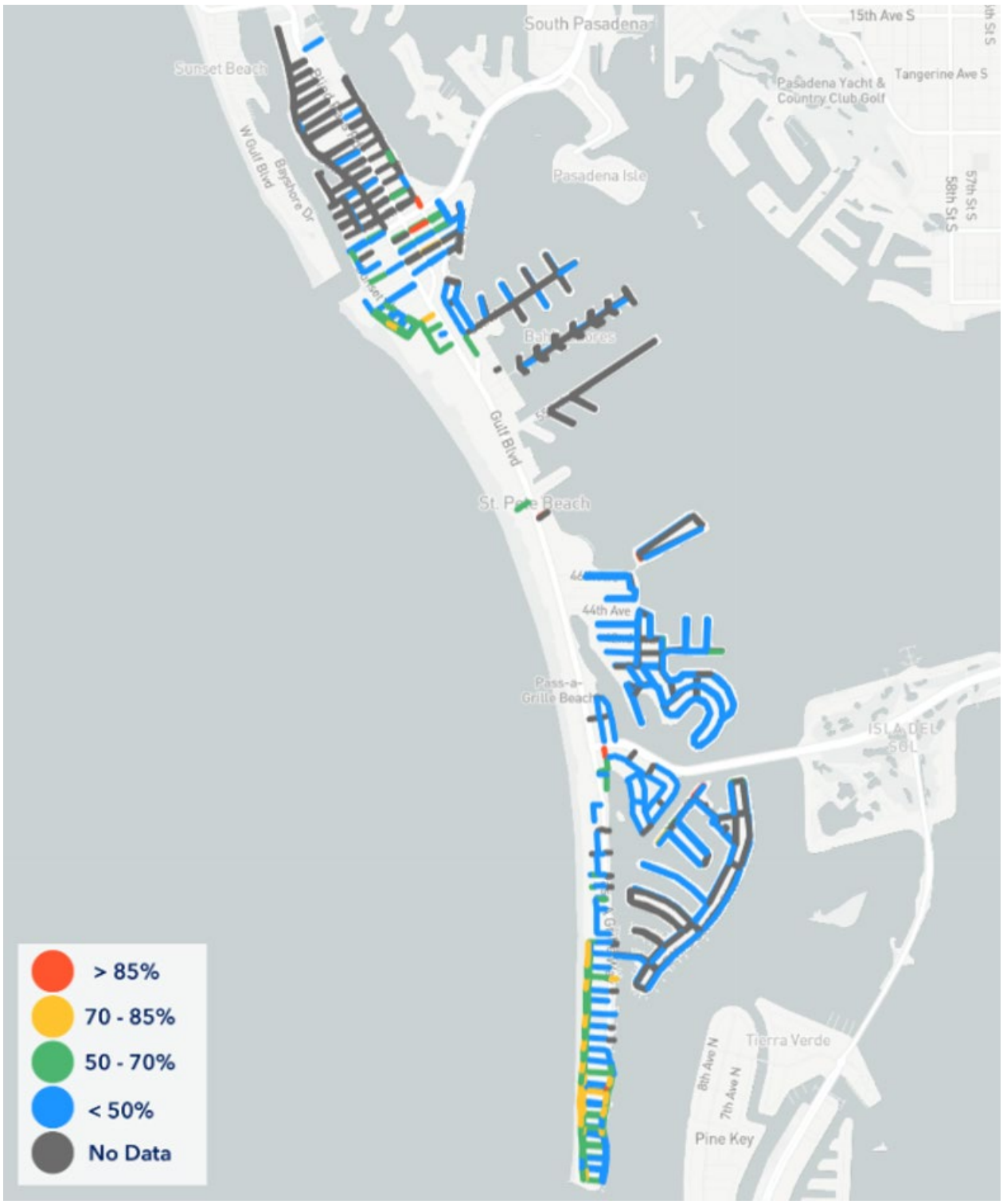


Figure A7. Weekdays, January 3, 2023, through June 25, 2025 (3pm-6pm) - Occupancy

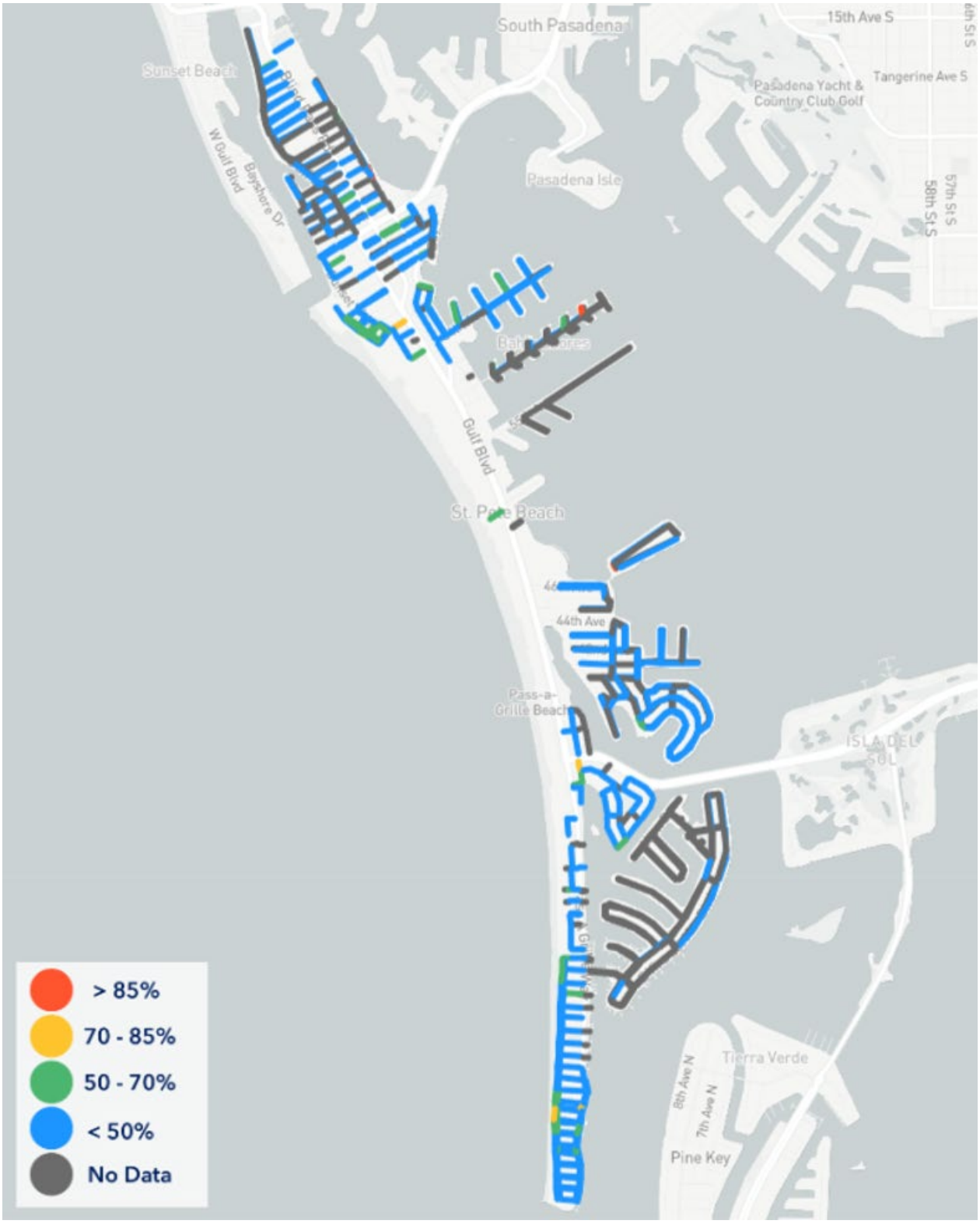
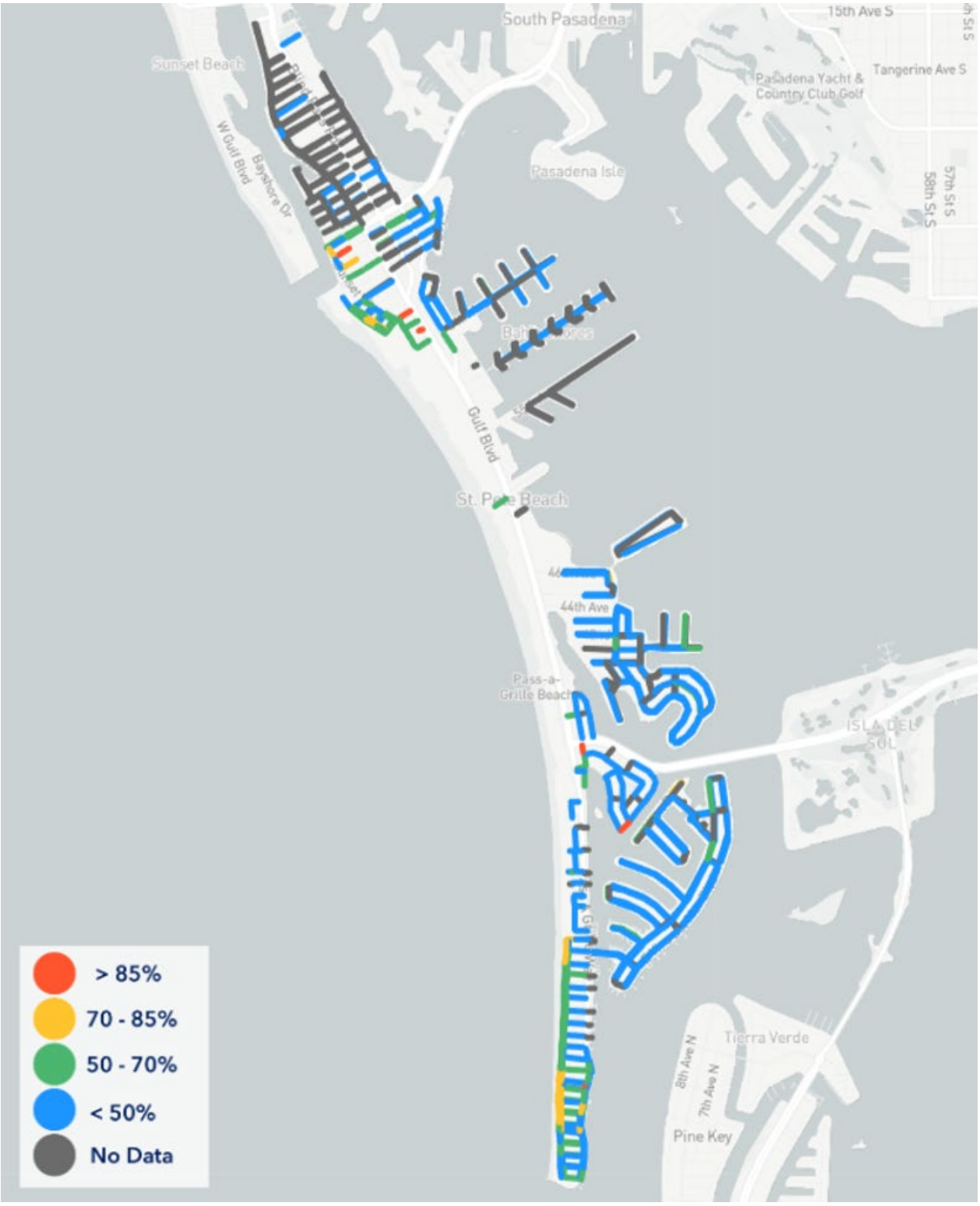


Figure A8. Weekends, January 3, 2023, through June 25, 2025 (3pm–6pm) - Occupancy



Appendix A3 - Length of Stay Maps

Figure A9. Weekdays, May 24, 2025, through June 9, 2025 – Average Length of Stay

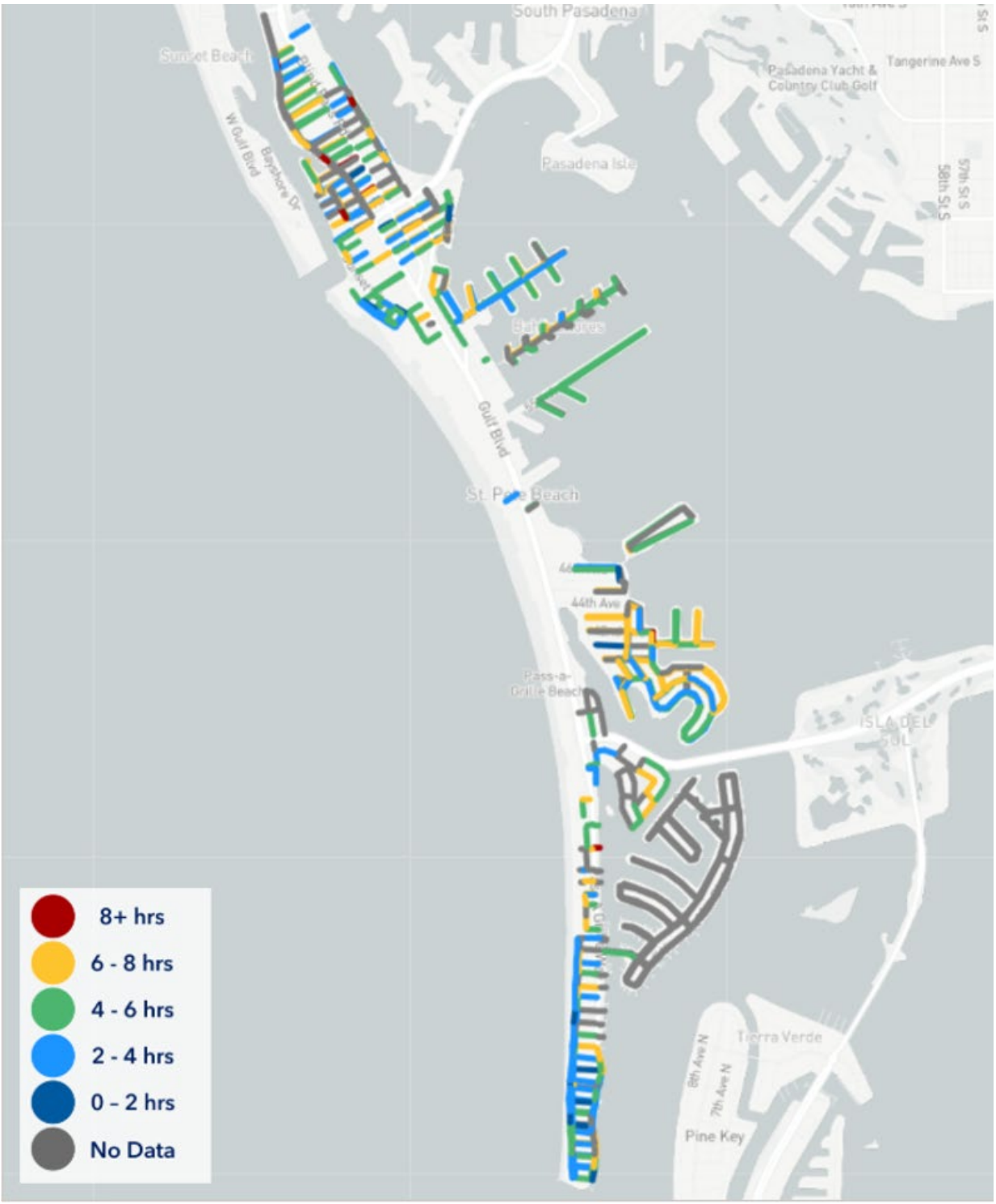


Figure A10. Weekends, May 24, 2025, through June 9, 2025 – Average Length of Stay

Appendix A4 - Charts

Figure A11. January 3, 2023, through June 25, 2025 – Average Occupancy

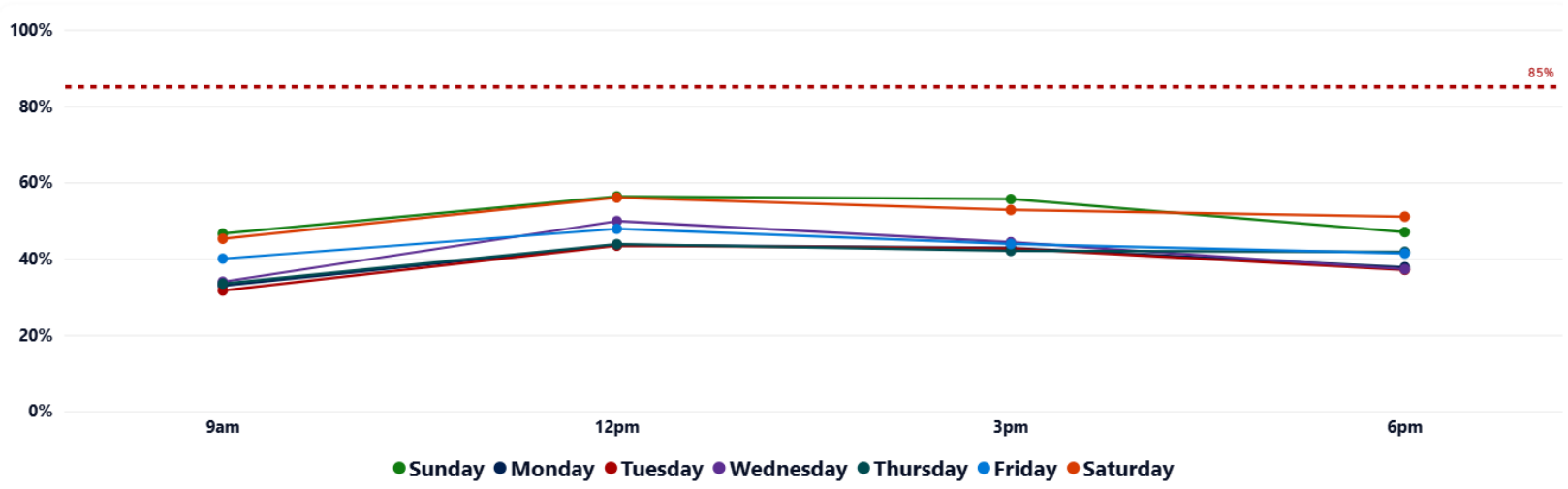
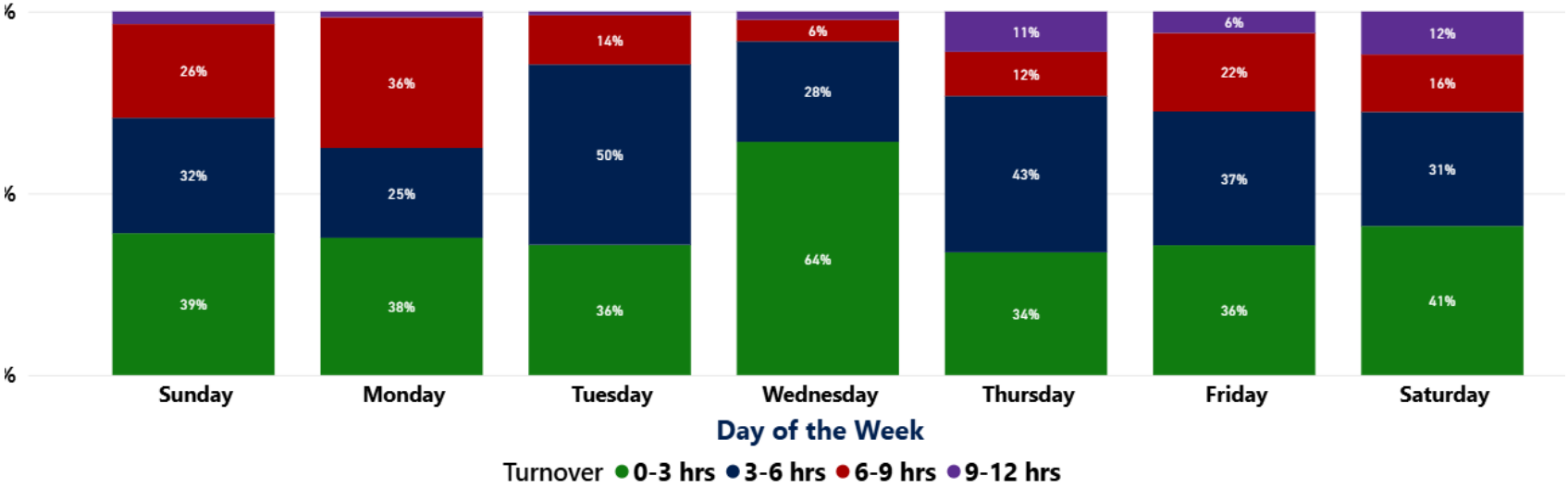


Figure A12. May 24, 2025, through June 9, 2025 – Length of Stay



Appendix A5 - Sample Drone Imagery

Figure A13. County Park Beach Lot - Saturday, May 17, 2025

Figure A14. Corey Ave and Gulf Blvd - Saturday, May 17, 2025

Figure A15. Boat Trailer Parking at Egan Park - Saturday, May 17, 2025

Figure A16. Upham Beach Parking - Saturday, May 17, 2025

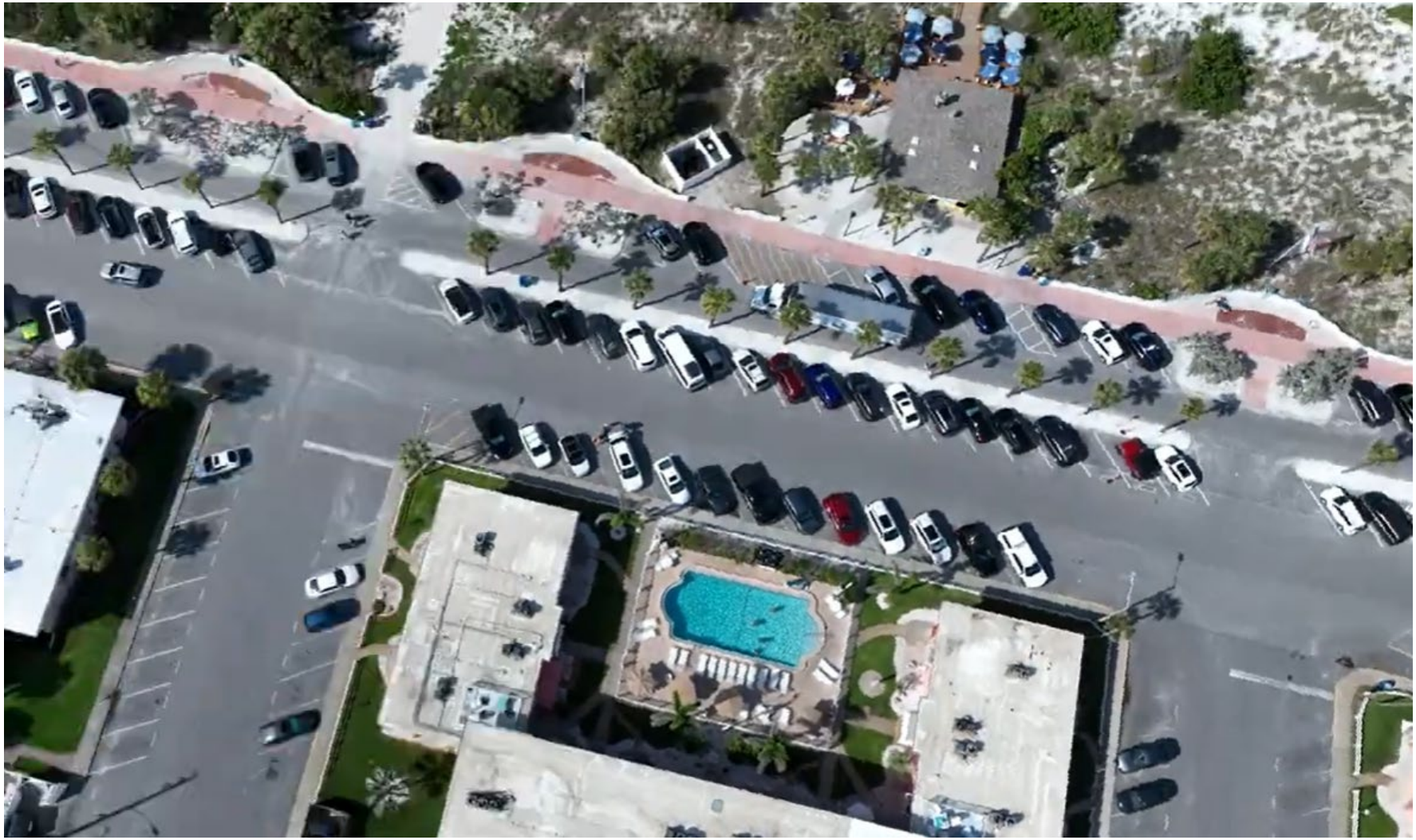


Figure A17. Upham Beach Parking - Saturday, May 17, 2025

Figure A18. Don CeSar Parking Lot - Saturday, May 17, 2025

Figure A19. 19th Ave and Gulf Way - Saturday, May 17, 2025

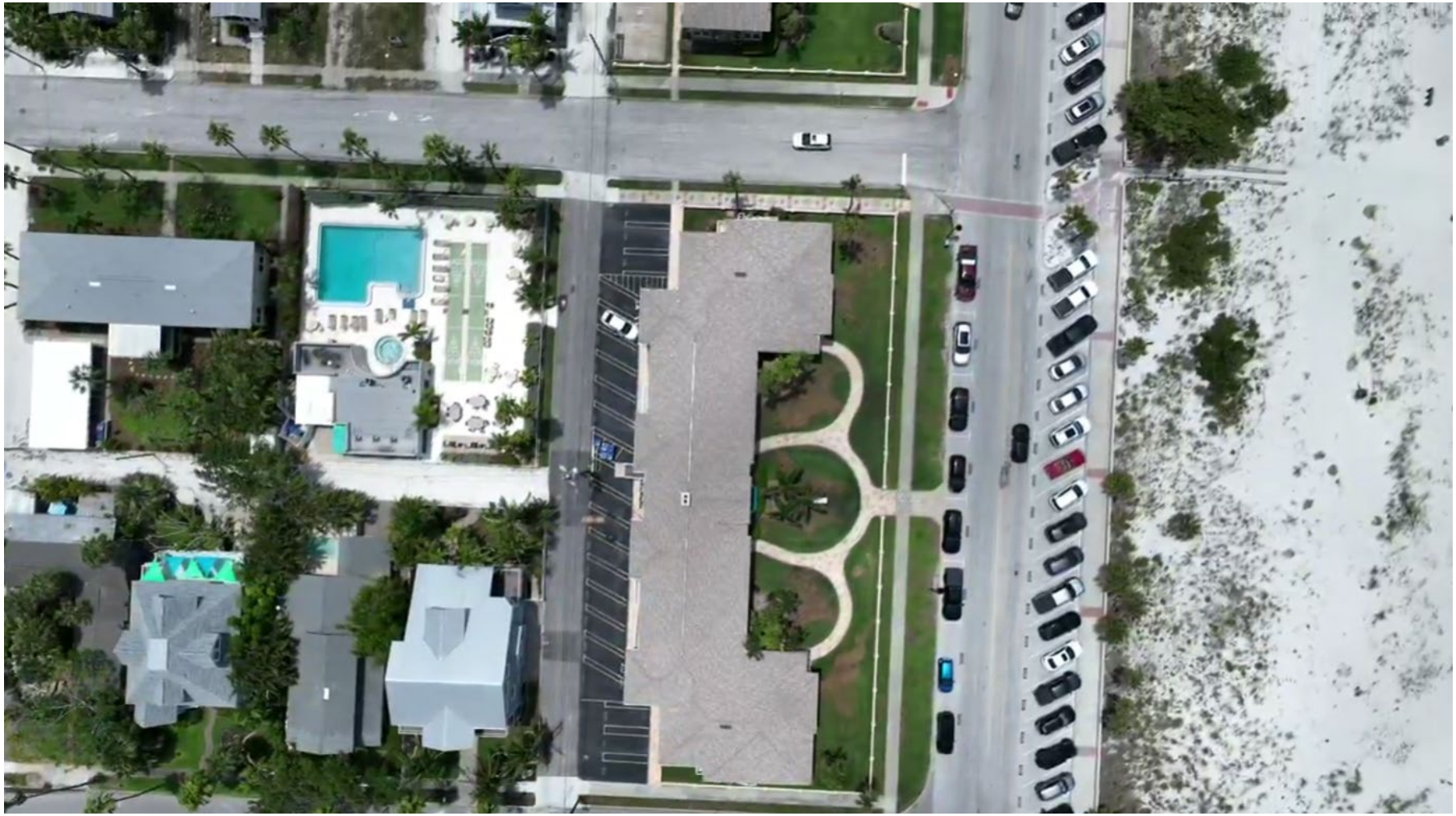


Figure A20. Paradise Grille, 9th Ave, and 10th Ave - Saturday, May 17, 2025

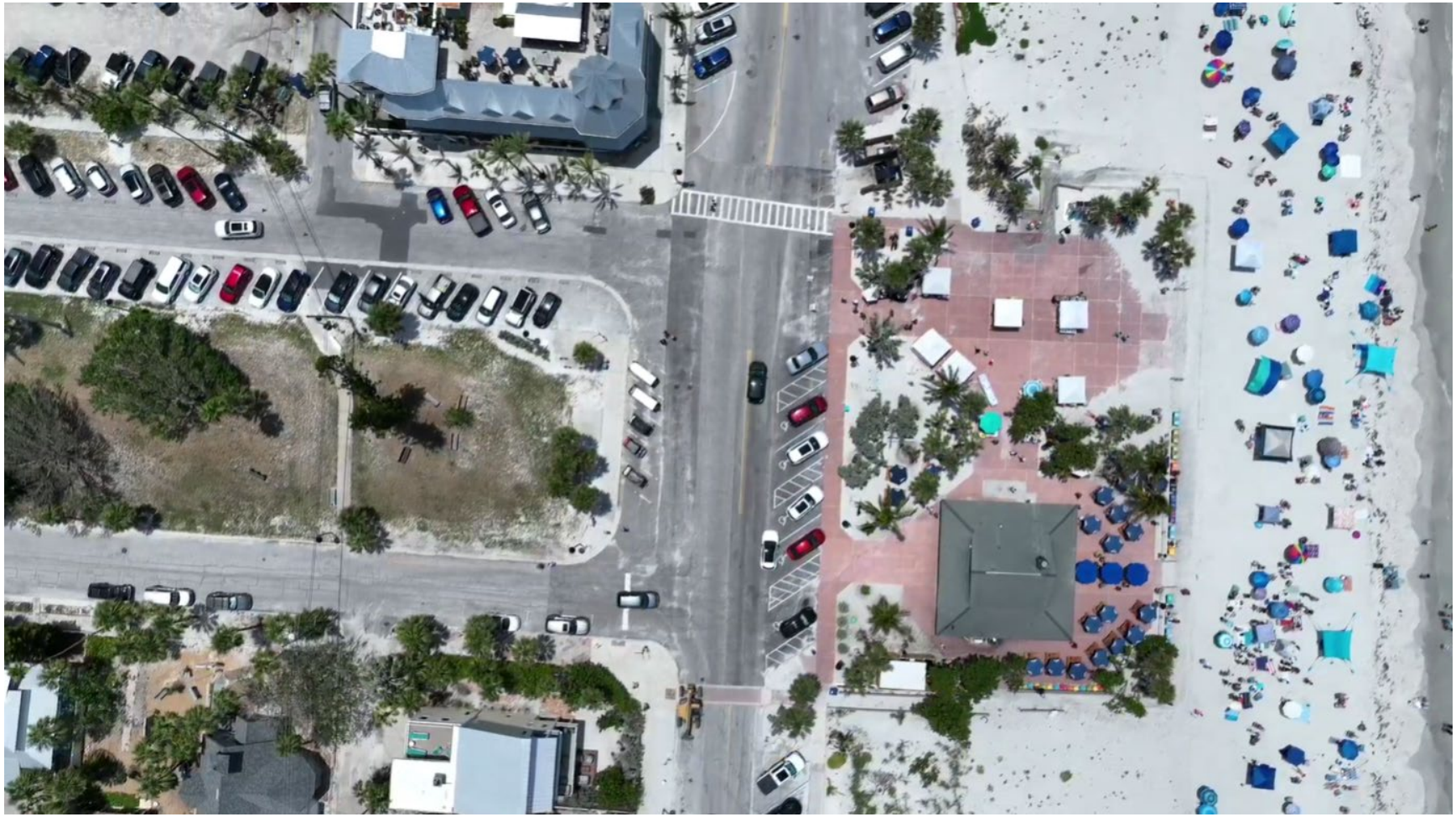


Figure A21. Gulf Way and 21st Ave - Saturday, May 17, 2025

Parking Management Study

City Commission Presentation

November 3, 2025

DIXON
Resources Unlimited

About Dixon Resources Unlimited

- Extensive parking and traffic management experience
- Holistic approach to parking management.

Parking Studies	Implementation Support
Stakeholder Engagement	Contract Management
Technology/Automation	Solicitation/Procurement
Monetization Modeling	Revenue Reconciliations
Best Practice Comparisons	Integrated Solutions

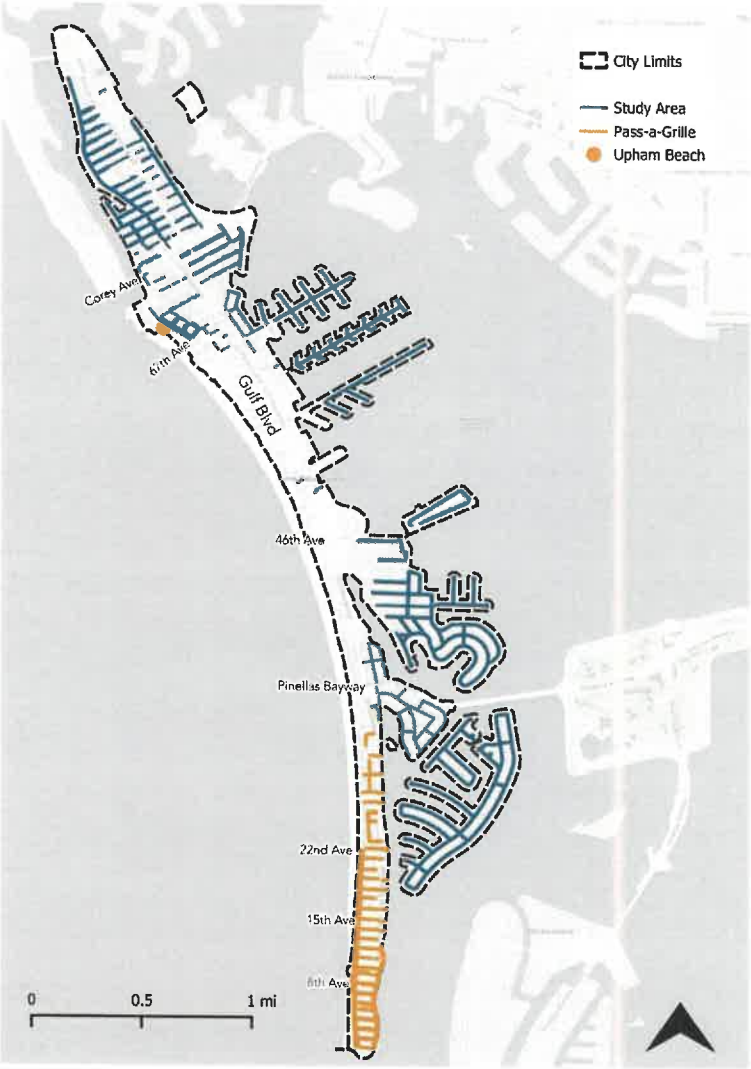
- Overall recommendations and training.

CA	Alameda	CA	Pasadena	MI	Birmingham
CA	Anaheim	CA	Paso Robles	MT	Whitefish
CA	Berkeley	CA	Placer County	NJ	Atlantic City
CA	Beverly Hills	CA	San Jose	NJ	Princeton
CA	Costa Mesa	CA	San Francisco	NM	Albuquerque
CA	Chico	CA	Truckee	NV	Las Vegas
CA	Davis	CO	Denver	NV	Reno
CA	Downey	CT	New Haven	NV	Tahoe Transportation District
CA	Fresno	CT	Stamford	OR	Beaverton
CA	Los Angeles (DOT)	FL	Brevard County	OR	Portland
CA	Los Angeles County	FL	Fort Lauderdale	TX	Austin
CA	Monterey	FL	North Miami	TX	Dallas
CA	Mountain View	FL	Oakland Park	UT	Park City
CA	Napa	FL	Sarasota	UT	Salt Lake City
CA	Newport Beach	FL	Seaside	UT	Springdale
CA	North Tahoe Public Utility District	FL	Tallahassee	WA	Seattle
CA	Oakland	HI	Maui	WA	Spokane
CA	Oceanside	ID	Boise	WA	Vancouver
CA	Palo Alto	IL	Oak Park	WI	Milwaukee

Study Overview

- Comprehensive, citywide scope
- Customer outreach
- Inventory & parking utilization analysis
- Aligned with City goals:
  - Increasing revenue
  - Encouraging compliance
  - Managing impacts on residents
  - Optimizing operations

Data Collection Study Area



DIXON
Resources Unlimited

Outreach Activities

- Public meetings
  - Community meeting
  - Local business meeting
- Online Survey
  - August 4–22, 2025
  - 658 responses
- Emails and calls with stakeholders

Community Meeting – May 8, 2024

DIXON
Resources Unlimited

Key Themes from Outreach

- Businesses prefer no changes to Corey Ave
- More parking supply, shared parking agreements
- Clearer parking rules and signage
- Better management during peak seasons/times
- 50% support a fee on resident permits if resident benefit added

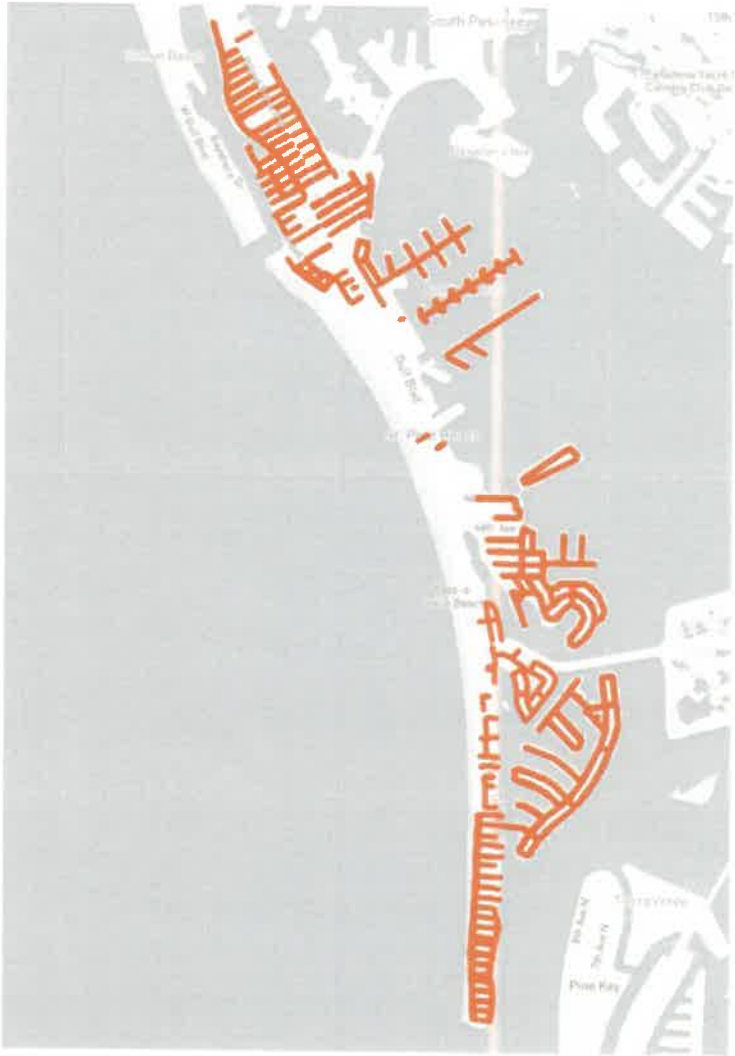
DIXON
Resources Unlimited

Parking Data

DIXON
Resources Unlimited

Data Collection

- Collected with License Plate Recognition (LPR) cameras
  - Supplemented by drone footage
- Targeted data collection between May 24 and June 9, 2025
  - With historical data from January 2023 onward
- Includes inventory, occupancy, and length-of-stay



DIXON
Resources Unlimited

Average Length of Stay (Citywide)

Non-paid Spaces: 4.81 hours

Day of the Week	0-3 hrs	3-6 hrs	6-9 hrs	9-12 hrs
Sunday	25%	32%	39%	4%
Monday	16%	13%	70%	1%
Tuesday	34%	46%	18%	2%
Wednesday	45%	35%	11%	8%
Thursday	34%	35%	15%	16%
Friday	29%	36%	26%	9%
Saturday	35%	34%	13%	18%
Total	**31%**	**33%**	**23%**	**12%**

Paid Spaces: 3.49 hours

Day of the Week	0-3 hrs	3-6 hrs	6-9 hrs	9-12 hrs
Sunday	43%	32%	22%	3%
Monday	53%	33%	13%	2%
Tuesday	37%	52%	11%	1%
Wednesday	70%	25%	4%	1%
Thursday	34%	61%	5%	
Friday	48%	38%	14%	1%
Saturday	52%	28%	20%	1%
Total	**47%**	**34%**	**17%**	**2%**

DIXON
Resources Unlimited

Upham Beach (9am – 6pm)

Targeted Collection
(May 24 – June 9, 2025)

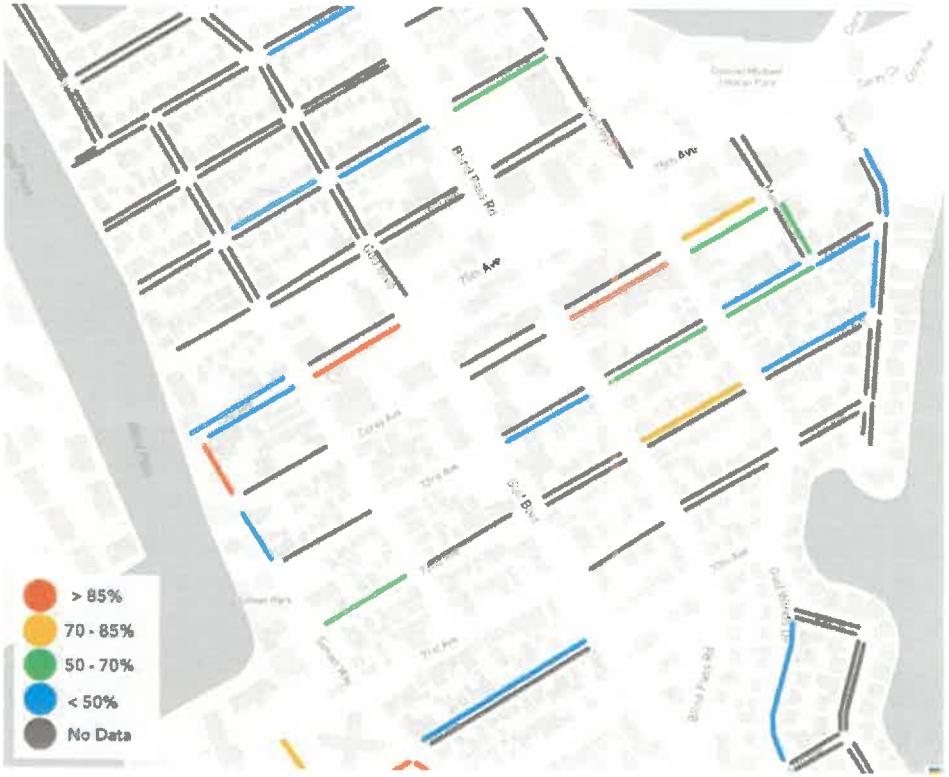
Peak Season Month
(March 2023)

DIXON
Resources Unlimited

Corey Avenue (9am – 6pm)

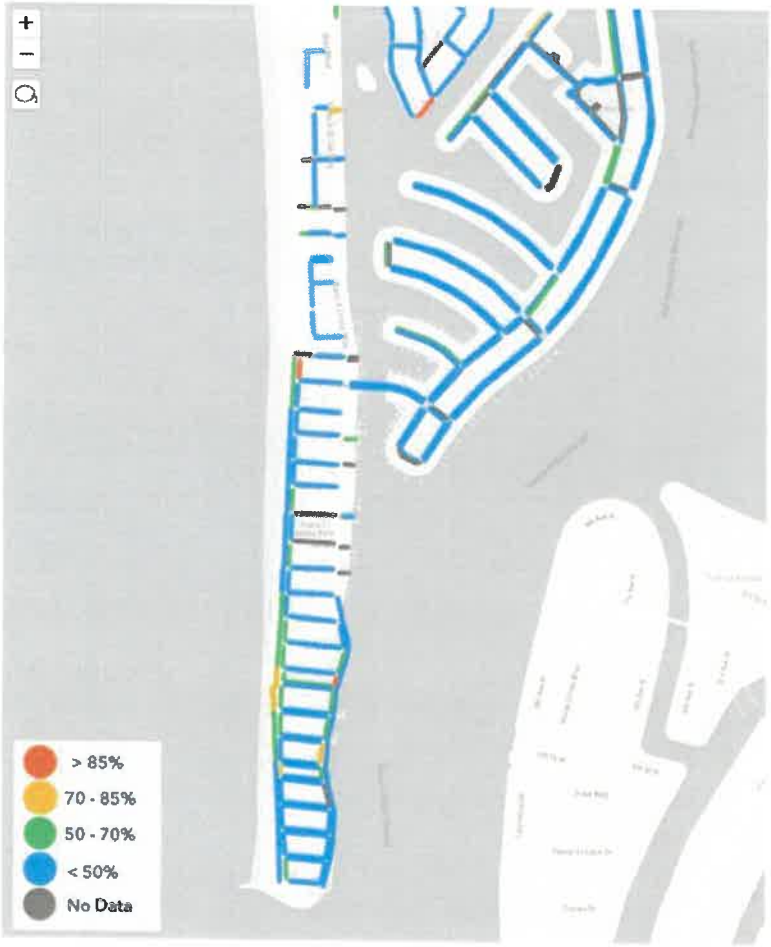
Targeted Collection
(May 24 – June 9, 2025)

Peak Season Month
(March 2023)



DIXON
Resources Unlimited

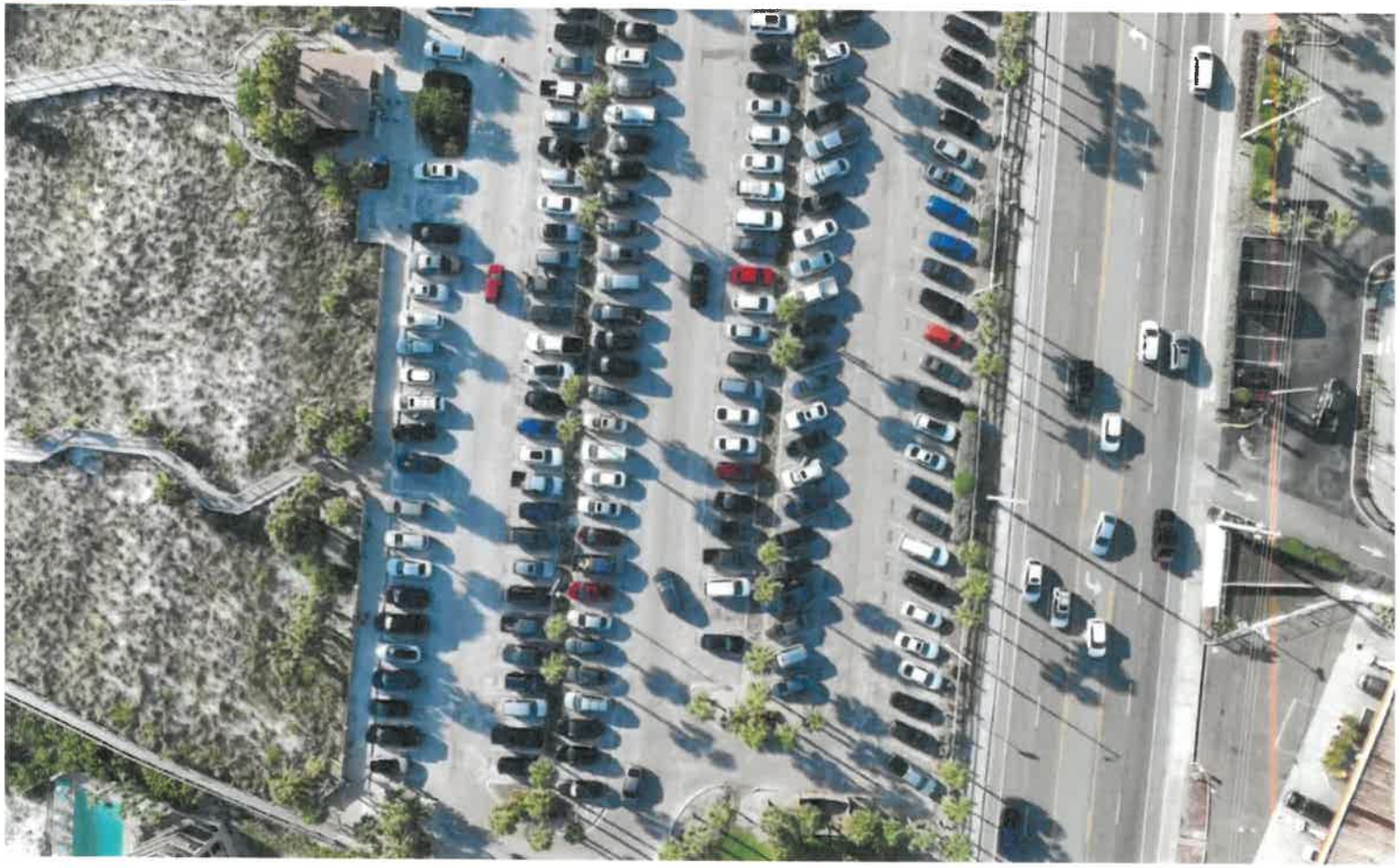
Pass-a-Grille (9am – 6pm)



← *Targeted Collection (May 24 – June 9, 2025)*

Peak Season Month (March 2023) →

County Park Beach (Saturday, May 27, 2025)



DIXON
Resources Unlimited

Recommendations

DIXON
Resources Unlimited

Parking Supply

Ideas if the goal is to increase supply:

- Shared parking agreements
  - Potential locations:
    - Post office
    - Near Plaza Beach Hotel
    - Century Dental
    - Winn-Dixie lot
- Construct a parking garage in central St. Pete Beach
- Evaluate golf cart parking

Undeveloped parcel next to Century Dental

DIXON
Resources Unlimited

Technology and Enforcement

- Streamline enforcement, increase capacity
  - Handheld and fixed-mount LPR cameras
- Increase parking citation fees

Violation	St. Pete Beach	Treasure Island	Madeira Beach	Redington Shores
Fire lane/blocking a fire hydrant	$30.00	$80.00	$90.00	$50.00
Parking too close to crosswalk	$30.00	$80.00	$90.00	$50.00
Parking too close to stop sign	$30.00	$80.00	$90.00	$50.00

- Consider outsourcing enforcement services
- Parking ambassador in Pass-a-Grille

Fixed-mount LPR

Signage

- Digital parking guidance
  - At entrance to City from Pinellas Bayway
- Prioritize sign maintenance
- Improved placement and clarity
  - Arrows
  - Local ordinance
  - Proper height and orientation

Mockup parking guidance sign

Ideal sign with arrows, ordinance #

DIXON
Resources Unlimited

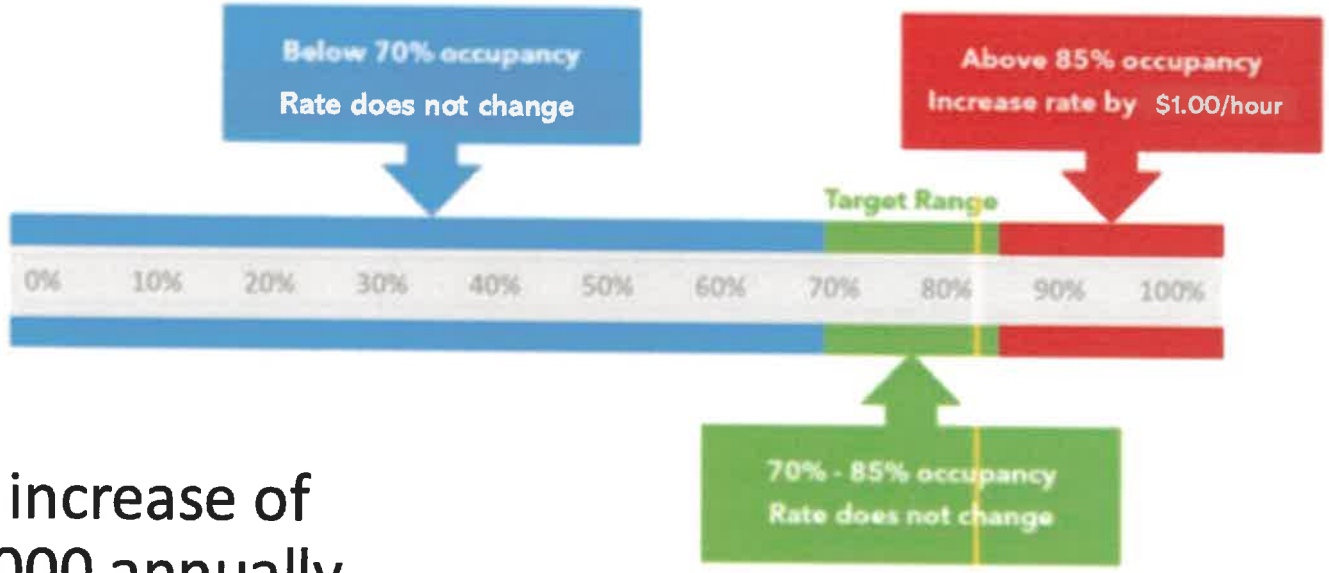
Paid Parking Rates

Location	Weekday	Weekend
St. Pete Beach (on-street)	$4.50/hr	$5.50/hr
St. Pete Beach (County Beach Park)	$4.00/hr	$4.75/hr
Treasure Island	$4.00/hr	$4.00/hr
Madeira Beach (off-street)	$4.00/hr	$4.00/hr
Redington Shores (off-street)	$4.35/hr	$4.35/hr
St. Petersburg	$1.00–$1.50/hr	$1.00–$1.50/hr

DIXON
Resources Unlimited

Demand-based Pricing

- Peak season
- Sunset surge
- Escalating rate on holidays
- Projected revenue increase of $320,000 to $810,000 annually



DIXON
Resources Unlimited

Permit Parking

- 100% virtual permits
  - No hang-tags
  - Self-managed online
- Consider low fee for residential permits
  - Combine with resident-exclusive beach parking
  - High value
- Quarterly renewal for employees

DIXON
Resources Unlimited

Policy Enhancements

- Consolidate parking program budget and operations
  - Completed based on early feedback

- Consider measures for increasing turnover on Corey Ave
  - 2-hour time limits
  - Designated employee parking
  - Longer-term parking in lots

DIXON
Resources Unlimited

Municipal Code

- Prohibit parking near crosswalks
- Modify zoning to facilitate more parking
- Specify the definition of oversized vehicle
- Allow for outsourced enforcement

DIXON
Resources Unlimited

Next Steps

1. Demand-based pricing
2. Signage & technology upgrades
3. Safeguard residential parking
4. Continued commission updates

DIXON
Resources Unlimited

Share questions or feedback at:

SPB@DixonResourcesUnlimited.com

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: TC-2 Town Center Corey Circle Community Forum: Follow-up and request for direction

Action Request: No motion requested, but Staff requests general City Commission direction on moving forward with one or more of the concepts, or an alternative, for further exploration.

Strategic Objective: Economic Development and Smart Growth
Recovery, Resiliency & Sustainability

Date: November 3, 2025

Prepared By: Brandon Berry, Senior Planner
Gilbert Martinez, Senior Planner
Laura Canary, Community Development Director
Kristin Coman, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: Staff will present a summary of public feedback from the TC-2 Coquina West forum held on October 9th, potential concepts for land use and zoning modifications based on that feedback, and seek general City Commission direction on next steps.

Funding: N/A

Attachments:

1. TC-2 Coquina West Community Forum Presentation

St. Pete Beach

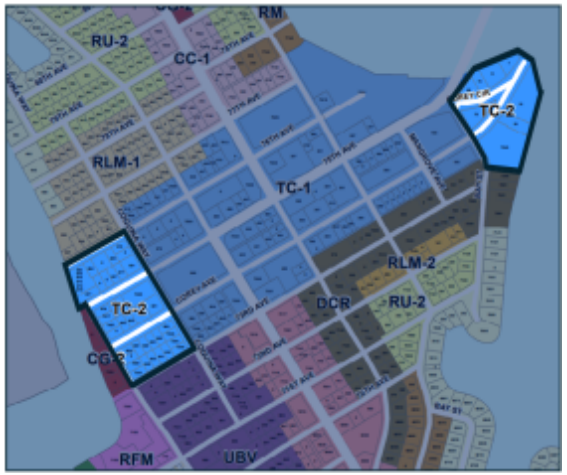
The Sunset Capital of Florida

TC-2 Town Center Coquina West

Community Forum Follow-up

Summary

- Staff met with property owners, local residents and businessowners on October 9th to discuss the TC-2 Coquina West zoning and land use district.
- TC-2 currently promotes large, block-level parcel assemblage that has been realized on the east side (Corey Landings) but not on the west side.
- This effort is intended to address short- and medium-term code permissions for redevelopment, but not include significant visioning, which may follow under future efforts (Community Redevelopment Area, historic district).



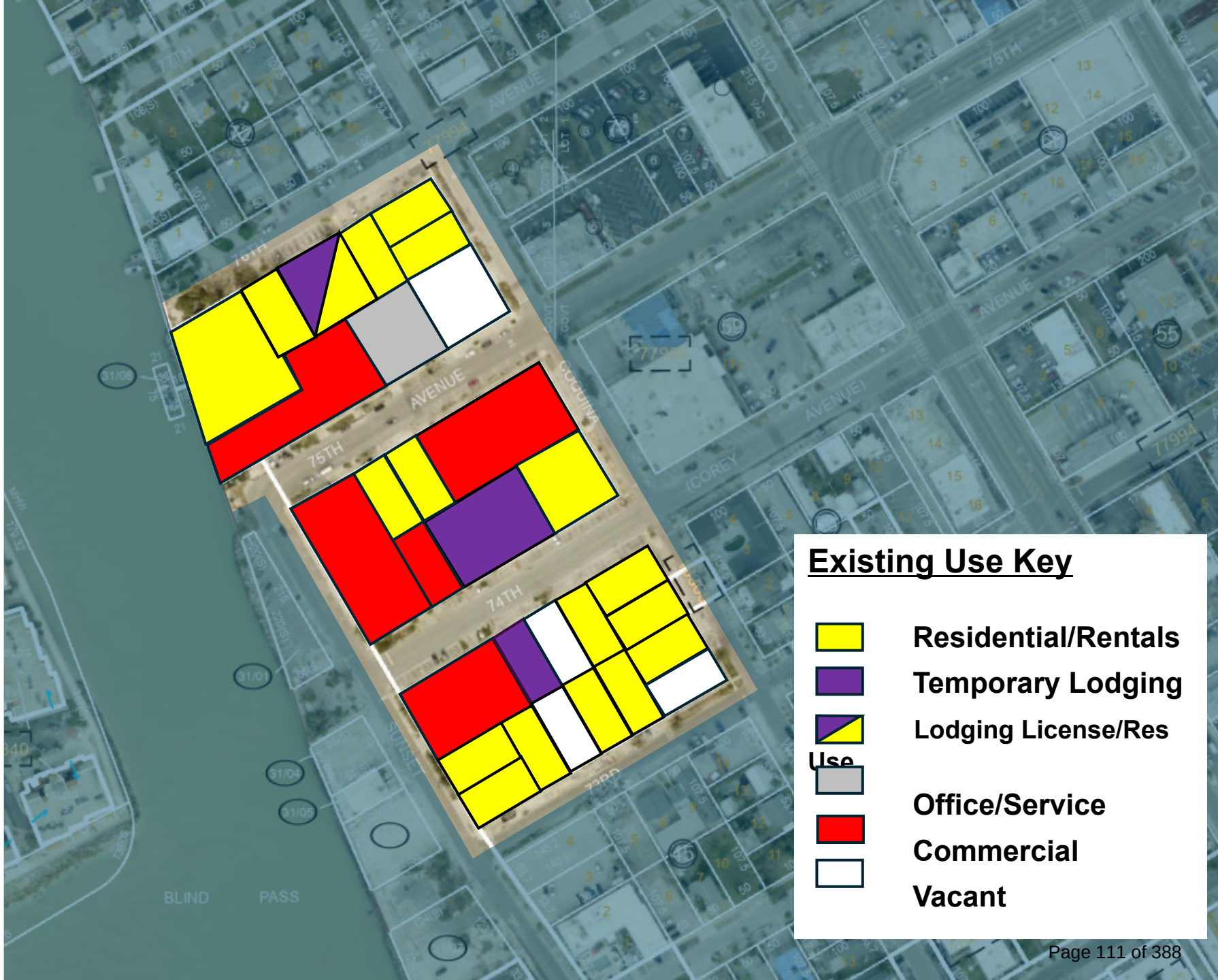
St. Pete Beach
The Sunset Capital of Florida

Challenges

- Horizontal mix of uses, where vertical is preferred based on current code.
- Significant setback and buffering requirements for commercial adjacent to standalone residential (especially single- & two-family).
- Large concentration of nonconforming standalone residential/lodging.
- Single-parcel redevelopment may preclude large mixed-use projects (if still desired).

St. Pete Beach
The Sunset Capital of Florida

Current Use Mix



What we heard

- Attendees generally supported some redevelopment in the area, citing beautified streetscapes and more resilient buildings as benefits.
- Desire to allow multi-family development without mixed-use or full block consolidation, particularly where residential is across the street from TC-2 (76th & 73rd Aves)
- Request to reconsider height and number of floors (3-4 floors instead of 7-8) for smaller projects.
- Interest in preserving and allowing commercial development, multi-tenant if possible (e.g. “smaller John’s Pass Village”).
  - Concerns about rooftop uses adjacent to residential.
  - Residential property owners should waive some buffering requirements if redeveloping under new permissions.
- Commercial property owner disinterest in redeveloping at-grade commercial.
- Interest in allowing lodging to remain and redevelop.
- District faces unique pressures due to extent of damage, nonconformities.
- Community Redevelopment Area-focused elements
  - One-way streets west of Gulf Blvd.
  - Relocating street or public space along waterfront.

St. Pete Beach
The Sunset Capital of Florida

Concept #1 – Town Center Core Extension

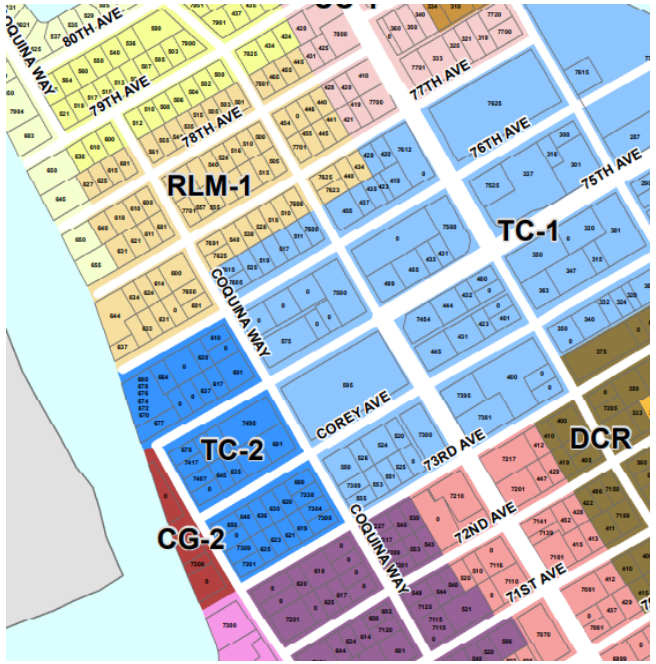
Would extend the Town Center Core (TC-1) zoning and land use area westward to Sunset Way or the water.

Benefits

- Maintains commercial mixed-use character but allows that development at lessened density/intensity on single parcels.
- Scales back development potential in this area (2-4 stories).
- Accelerated County review process (rezoning within Special Planning Area).

Challenges

- Requires vertical mixed use, which community did not request.
- Lower density (24 vs 15 residential units), harder or costlier (via density pool) to “make whole” existing development.
- Removes scaling benefits of property consolidation if still desired.
- May need property owner buy-in: could reduce development potential (SB 180/Bert J Harris Act).



St. Pete Beach
The Sunset Capital of Florida

Concept #2 – Partial Rezoning

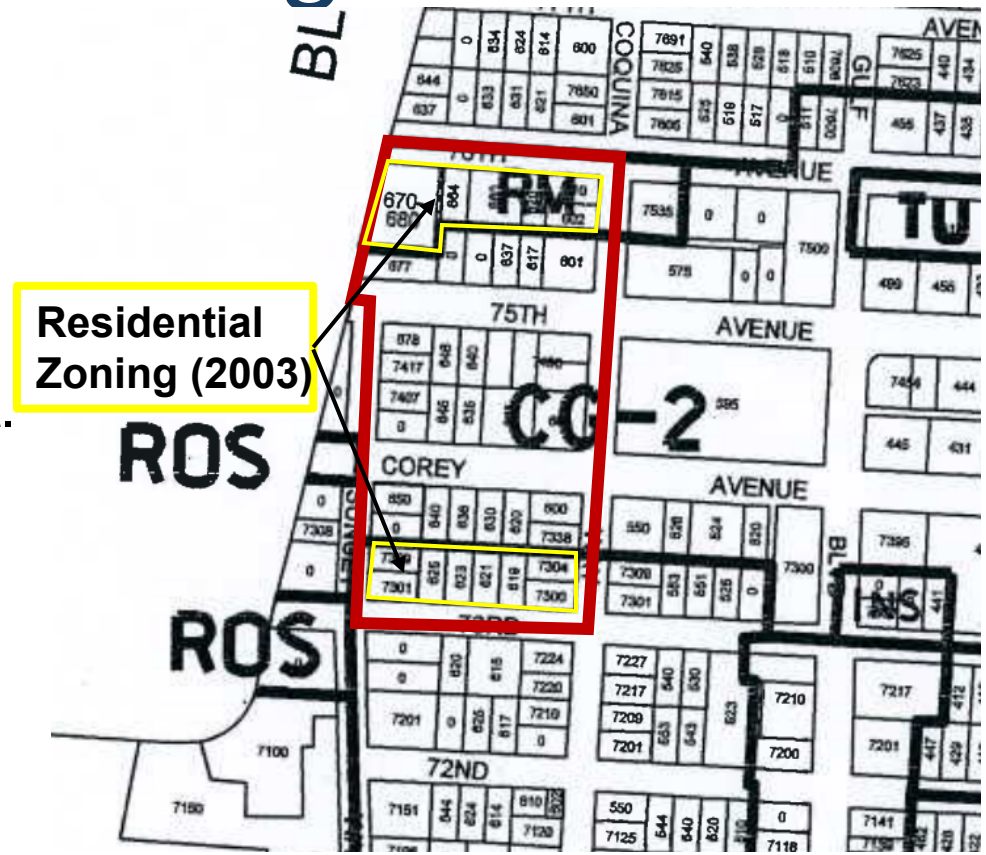
Would return the parcels facing 76th and 73rd Aves to their historic residential zoning.

Benefits

- Generally fits character of the area as currently developed (not as desired based on vision plan).
- Path of least resistance for residential redevelopment.

Challenges

- Does not benefit property owners facing 75th Ave or Corey Ave, or along Coquina or Sunset Ways.
- Allows lower-density development, from which redeveloped commercial must be significantly buffered.
- Reduces development density (15 vs 24 units), without density pool availability.
- Downzones, could require community buy-in (SB 180/Bert J Harris).



Concept #3 – TC-2 Coquina West Modification

Modify existing land use and zoning standards to allow standalone residential and lodging uses.

Benefits

- Can introduce additional options without removing potential (fewer or no SB 180/Bert J Harris issues).
- Properties remain eligible for density pool.
- Allows district-specific buffer requirements that reduce disturbance to commercial uses, now or in the future.

Challenges

- Not directly in line with the district purpose and does not allow preservation of that purpose as a partial rezoning would.
- Parcel-level, desired redevelopment will likely preclude block-level redevelopment concept currently permitted.
- Likely need to maintain lower parcel-level density (12-18 units per acre) if still seeking to incentivize vertical mixed-use.

St. Pete Beach
The Sunset Capital of Florida

Concept #4 – Special Overlay

Create a special overlay or character district that applies to all or certain of these properties.

Benefits

- Allows greater flexibility.
- Might be able to take advantage of newer County incentives/benefits (e.g. distance from public transit) to allow greater parcel-level development potential if desired.

Challenges

- Most time consuming process.
- Can be challenging to understand (multiple zoning criteria for one parcel).
- Would benefit the most from an extensive visioning process, which is not viable at this juncture.

St. Pete Beach
The Sunset Capital of Florida

Concept #5 – Lessen nonconformity restrictions

Allow primary residential uses to be substantially improved, with or without limitations, regardless of unit count.

Benefits

- Has some support in Comprehensive Plan that has not been realized in Land Development Code (FLU Objective 1.5, Policy 1.5.1)
- Benefits other areas facing similar challenges (e.g. Don CeSar duplexes).

Challenges

- City-wide effects, may reduce impact of existing benefits for historic preservation in Pass-A-Grille.
- Would need to be accompanied by permitting standalone residential in TC-2 if desired.

St. Pete Beach
The Sunset Capital of Florida

Staff Requests

- If residential is to be allowed, consider multi-family (e.g. apartments, condos, attached single-family) instead of detached one- and two-family options for redevelopment.
  - Lower buffer requirements, reduced expectations for protected low-density residential area “peace and tranquility”.
  - **Future Land Use Policy 1.1.4** “…likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.”
- Make only the most modest changes necessary to bridge process to more robust visioning and future efforts.
  - Potential future CRA, main street, and/or historic designation options.
  - Avoid drastic changes that completely eliminate the current vision (e.g. residential as the highest and best use, directly or practically).
  - Maintain some incentive and/or reduce assemblage requirements in tandem to allow some, smaller-form, vertical mixed-use (e.g. 4-6 stories on one acre).

St. Pete Beach
The Sunset Capital of Florida

Next Steps

1. Receive input and general direction from City Commission.
2. Engage with Forward Pinellas.
   - Likely to require consideration of or modification to special area plan.
3. Return to City Commission with concept to move forward.
4. Produce draft code and plan amendments.

St. Pete Beach
The Sunset Capital of Florida

Questions for Commission

1. Preferences for any of the particular concepts, or an alternative?
2. Do you desire to keep vertical mixed-use, 7-8 story, block-level redevelopment as an incentive for parcel assemblage?
3. Do you support lower-rise (4-6 story), and/or lower-density or intensity, vertical mixed-use on smaller parcel assemblages?

St. Pete Beach
The Sunset Capital of Florida

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Contracted Instructional Agreement with Angie Beaver not to exceed $35,000 for FY 2026.

Action Request: Motion to authorize the City Manager to execute the Contracted Instructional Agreement with Angie Beaver not to exceed $35,000 for fiscal year 2026.

Strategic Objective: Community Prosperity

Date: November 3, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: The City has contracted with Angie Beaver to provide contracted instructional classes for the Recreation Division of Resident Services Department. The scope of work includes instruction of all Silver Sneakers branded classes, including Classic and Yoga, as well as personal training services for the Department.

The city budgeted $97,000 annually for contracted instruction services. Angie Beaver will receive $35,000 of those funds for the classes instructed. The contract states that she will receive $2.50 per participant for the instructed classes. She will receive 90% of the funds for personal training services offered when the fitness room is available again.

The total not to exceed annual cost of services under the proposed agreement is $35,000.00, which is within the approved budget allocation. Staff recommend executing a one-year agreement with Angie Beaver for contracted instructional classes. The contract will renew each year upon satisfactory performance and budget availability.

Funding: Funds were budgeted in the fiscal year 2026 budget in the amount of $97,000 with $35,000 of that allocated for the Silver Sneakers classes and personal training

services provided by Angie Beaver.

Account - 001.5721.531700

Attachments: 1. 2025 - Angie Beaver - Instructor Agreement

CONTRACTED INSTRUCTOR AGREEMENT
CITY OF ST. PETE BEACH RECREATION DEPARTMENT

THIS AGREEMENT made and entered on October 15, 2025 between the City of St Pete Beach, hereinafter referred to as "City" and Angie Beaver, hereinafter referred to as "Instructor." The City and Instructor together shall be referred to as the "Parties." The Parties hereto hereby agree to the following terms:

1. City does hereby enter this Agreement with Instructor for professional/educational services with the St. Pete Beach Recreation Department. The services to be rendered shall be:
   Silver Sneakers classes (Classic and Yoga) and Personal Training

2. Instructor certifies that Instructor is competent to perform the services herein contemplated, and there are no moral, legal, or ethical reasons why they cannot perform the services under the stated terms and conditions. Instructor further certifies and agrees that Instructor is an independent contractor and is not an employee of the City. It is fully understood that under this Agreement with the City, no social security benefits will be paid or deducted, nor does this arrangement earn unemployment credit with the Florida Bureau of Unemployment Compensation, which may be charged against the City. Instructor shall not be entitled to holiday or sick pay.

3. It is further agreed that the City shall have the right to terminate this Agreement with or without cause and without prior notice. In such cases, Instructor shall be entitled to the percentage of class fees earned up to the termination of Agreement and the City shall be under no further obligation to the Instructor. This Agreement cannot be assigned.

4. Fees for classes will be collected by the City. Instructor will be paid * as noted below of class fees collected. No Instructor shall be paid in advance for classes not taught.
   * $2.50 per student and 90% of personal training fees collected

5. Instructor will submit a written class description as well as a detailed outline of each class session, and both may be included in the program advertisement. The City will notify Instructor of the publication deadline for such written descriptions.

6. Instructor will receive payment upon the completion of services under this Agreement. Instructor payments will be processed and calculated, in accordance with paragraph 4 herein. Instructor shall receive payments monthly for on-going classes and programs or at the completion of the class, whichever is deemed appropriate by the City. Instructors will be paid Net 30 after the first of each month.

7. The City reserves the right to offer discounts, coupons, and promotions on programs to increase enrollment for that program. Discounts will not exceed $10. Discounts will not be applied to any material fee and do not include private instruction programs.

8. Instructors are expected to maintain their certifications, if required, and provide proof of updating these certifications annually to the city.

9. In the event of a facility closure due to a natural disaster or otherwise, this Agreement may be modified based on facility availability.

10. Instructor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission of the Instructor, Instructors employees, agents, substitutes or subcontractors.

11. Instructor affirms that Instructor is of good moral character and has not been convicted of any crimes involving moral turpitude, violence, abuse, or any offenses involving children. Instructor agrees to conduct themselves in a professional, respectful, and ethical manner at all times while performing services under this Agreement. The Instructor further certifies that they are not currently under investigation for, nor have they been found liable in, any matter involving misconduct.

12. Instructors are required to possess Liability Insurance in an amount not less that $500,000 naming the City of St Pete Beach as additionally insured. All substitutes must either maintain their own liability insurance or be covered under the Instructor's existing insurance coverage.

13. Instructor swears under penalty of perjury that the Instructor 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.

14. Instructor 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 INSTRUCTOR 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:
Renee Rose
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Instructor declares that Instructor has read the foregoing Sections 11 and 13 above and that the facts stated therein are true.

Instructor:

Print Name: Angie Beaver

Date: 10/20/25

City Director:

Mandy Edmunds

Print Name: Mandy Edmunds

Date: 10/06/2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2025

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: Mass Merch Underwriting
K & K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne Indiana 46804	PHONE (A/C, No, Ext): 800-596-0969 FAX (A/C, No): 888-827-1185 E-MAIL ADDRESS: fitnessrpg@kandkinsurance.com PRODUCER CUSTOMER ID:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Angela Beaver 420 39th Ave St Pete Beach, FL 33706 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W02993719 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY / PRO-JECT / LOC OTHER:	X		M1FPG0000000500400	05/22/2025 4:37 PM EDT	05/22/2026 12:01 AM	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	$5,000,000
							PRODUCTS – COMP/OP AGG	$1,000,000
							PROFESSIONAL LIABILITY	$1,000,000
							BODILY INJURY TO PARTICIPANTS	$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

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

Certified Instructor of: Exercise, Personal training

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
City of St Pete Beach 7701 Boca Ciega Drive St Pete Beach, FL 33706 (Owner/Lessor of Premises)	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 Brett Markel

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of St Pete Beach
Recreation and Aquatics Divisions
Contracted Instructor Code of Conduct

This Code of Conduct outlines the professional standards and expectations for all contracted instructors providing instructional services at city-operated recreation facilities. Adherence to these standards helps ensure safe, respectful, and positive environment for all participants, staff, and the community.

1. **Professional Conduct**
    a. Representation of the City
        i. Instructors are representatives of the city while conducting programs and are expected to act in a manner that upholds the values and mission of the Resident Services Department.
        ii. All communications and interactions with the public, participants, and staff must be respectful, inclusive, and professional.
    b. Punctuality and Reliability
        i. Arrive at least 15 minutes prior to the scheduled class start time.
        ii. Notify staff immediately if you cannot teach a class. Repeated tardiness or absences may result in termination of contract.
    c. Dress Code
        i. Wear appropriate, modest, and professional attire for your program type.

2. **Participant Interaction**
    a. Safety and Supervision
        i. Always prioritize the physical and emotional safety of all participants.
        ii. Never leave a minor participant unattended.
        iii. Report any incidents, accidents, or concerns to Recreation staff immediately.
    b. Inclusivity
        i. Treat all individuals with dignity and respect regardless of age, race, ethnicity, gender identity, ability, religion, or background.
        ii. Provide reasonable accommodation, when possible, to ensure inclusive participation.
    c. Boundaries
        i. Do not engage in inappropriate physical contact or conversations with participants.
        ii. Avoid the appearance of favoritism or conflicts of interest.

3. **Facility and Program Management**
    a. Facility Use
        i. Leave all areas clean and in good condition after use.
        ii. Report any maintenance or safety issues to Recreation staff promptly.
        iii. Use only designated spaces and equipment as approved by the department.
    b. Curriculum and Program Delivery
        i. Teach only the approved content or curriculum outlined in your program proposal or agreement.
        ii. Avoid promoting personal businesses, selling products, or soliciting during class time unless pre-approved by the Resident Services Department.
    c. Class Rosters and Attendance
        i. Verify participant registration against class roster.
        ii. Do not allow unregistered participants to participate.

iii. Take attendance for each session and provide documentation if requested.

4. **Communication and Feedback**
   a. Contact with Participants
      i. All program-related communication must go through or include the Resident Services Department.
   b. Feedback and Evaluation
      i. Participate in any evaluation or feedback process conducted by the city.
      ii. Be open to constructive feedback and willing to make improvements as needed.

5. **Compliance**
   a. Background Checks and Certifications
      i. Maintain current CPR/First Aid certifications, insurance, and any applicable credentials as required.
      ii. Comply with all local, state, and federal regulations related to the instruction of your class type.
   b. Policy Adherence
      i. Comply with all Resident Services Department policies, including those related to child safety, harassment, discrimination, and facility use.

Acknowledgment

I have read and understand the expectations and code of conduct outlined above. I agree to adhere to these standards as a condition of my contract to instruct at City recreation facilities.

Instructor Name: Angie Beaver

Signature: [signature]

Date: 10/20/25

CITY OF ST. PETE BEACH

HOLD HARMLESS AGREEMENT AND RELEASE

FOR CONTRACTED INSTRUCTORS

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

WHEREAS, Permit Holder desires to host Contracted Instructed Classes 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: AEdmunds
By: Angie Beaver	By: Amanda Edmunds
Date: 10/20/25	Date: 10/20/25

CHILD CARE
ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County of Pinellas

I, Angie Beaver (contractor), who, as an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with City of St Pete Beach, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435 Florida Statutes in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

	Relating to:
Section 39.205	failure to report child abuse, abandonment, or neglect
Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 414.39	fraud, if the offense was a felony
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn quick child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 787.06	human trafficking
Section 787.07	human smuggling
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 831.311	unlawful sale, manufacture, alteration, delivery, uttering, or possession of counterfeit-resistant prescription blanks for controlled substances
Section 836.10	written or electronic threats to kill, do bodily injury, or conduct a mass shooting or an act of terrorism

Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 859.01	poisoning food or water
Section 873.01	prohibition on the purchase or sale of human organs and tissue
Section 874.05	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense wasa minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at_____in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses.** I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE:_____ Date: 10/20/25

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE:_____Date: _____

In Witness Whereof, Employee has attested to Good Moral Character on this date 10/20/25.

SIGNATURE of Owner/Director: AEdmunds

Interim Resident Services Director

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Services Agreement with Cotton Commercial USA, Inc. for Disaster Recovery/Assistance After Natural or Man-Made Disasters

Action Request: Motion to authorize the City Manager to execute the Services Agreement with Cotton Commercial USA, Inc. for Disaster Recovery/Assistance After Natural or Man-Made Disasters

Strategic Objective: Recovery Resiliency & Sustainability

Date: November 3, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Proposals (RFP) seeking qualified firms to provide disaster recovery and assistance services following natural or man-made disasters. Six proposals were received on June 11, 2025. After evaluation, the RFP Selection Committee recommended award to Cotton Commercial USA, Inc. based on qualifications, experience, and service capabilities.

The scope of services under this agreement includes, but is not limited to:

- Damage assessment of City-owned property
- Building remediation and recovery support
- Provision of food services (hot meals and beverages)
- Temporary restroom, shower, and cooling facilities
- Mobile housing and office space for emergency operations

The agreement will be effective upon execution and remain in effect for three (3) years, with the option to extend for up to two (2) additional one-year periods upon mutual agreement.

Funding: Cotton Commercial USA, Inc. will provide all necessary labor, materials, and equipment on an as-needed basis in accordance with the contract's fee schedule. In the event of a declared disaster, General Fund reserves will be utilized to fund eligible costs, subject to potential reimbursement from applicable state or federal disaster recovery programs.

Attachments:

1. Cotton Services Agreement

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Disaster Recovery/Assistance After Natural or Man-Made Disaster

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and **COTTON COMMERCIAL USA, 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 $ (**Per attached Fee Schedule**)

   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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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'

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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 serves 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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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:
Cotton Commercial USA, Inc.
840 West Sam Houston Pkwy N.
Suite 225,
Houston, TX 77024

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

With Copy To:
john.mercaldi@cottonteam.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.

Cotton Commercial USA, Inc.

Signed by:
James Scaife
Signature: FF5A8F0EF7E1418...

By: James Scaife

Its: .President

Date: 10/15/2025 | 11:19 AM PDT

City of St. Pete Beach:

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Ralf Brookes
City Attorney

ATTEST:

_____
Renee Rose
City Clerk

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 17th day of October, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the "City", and Cotton Commercial USA, Inc., hereinafter referred to as "Contractor", concerning that certain agreement dated the 14th day of October, 2025 ("Agreement") and titled Service Agreement.

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

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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 is 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

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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;

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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.

Signed by:

James Scaife

FF5A8F0EF7E1418...

James Scaife

President

10/17/2025 | 9:40 AM PDT

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

EXHIBIT "B"

(Place Request for Bid behind this page)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

City of St Pete Beach
Request for Proposals

Disaster Recovery/Assistance After Natural or Man-Made Disaster

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

I. CONTENTS

I. CONTENTS 2
II. CONTRACTOR'S PROPOSAL SUBMITTAL 3
III. FEE SCHEDULE 4
IV. GENERAL CONTRACT TERMS 5
V. REFERENCES & MINIMUM QUALIFICATIONS 24
VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT 25
VII. NON-COLLUSION AFFADAVIT 27
VIII. SPECIFICATIONS 28
IX. SAMPLE AGREEMENT 29

Event	Date	Time
Publication of Bid	05/14/2025	8:00 AM
Pre-Bid Meeting **(MANDATORY)**	05/20/2025	11:00 AM
Deadline for Question Submission	06/04/2025	10:00 AM
Bid Receiving Deadline	06/11/2025	9:00 AM
Bid Opening	06/11/2025	10:30 AM

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Disaster Recovery/Assistance after Natural or Man-Made Disaster**.

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 **"Disaster Recovery/Assistance after Natural or Man-Made Disaster"** 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 **"Disaster Recovery/Assistance after Natural or Man-Made Disaster".**

COMPANY: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PROPOSER: _____ NAME: _____
(SIGNATURE) *(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 via Bonfire or DemandStar

III. FEE SCHEDULE

Item	Hourly Charge	3-Meals per Day Daily Cost/Weekly*	Weekly/Monthly Charge
Building /Damage Remediation	$		
Building Damage Assessment			
Meal Service			
Bathroom/Shower			
Cooling Tents			
Mobile Housing			
Mobile Offices			

Meal Service should be based on 200 individuals for 3-meals per day. *Could possibly be over by 200 individuals per day per meal.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is submitting this RFP to find vendors that can work as **Disaster Recovery/Assistance after Natural or Man-Made Disaster** for the City immediately following a natural or man-Made disaster depending on the severity of the event.

REQUEST FOR PROPOSAL SUMMARY

The City of St. Pete Beach has published this RFP to find company's that can work as a Disaster Recovery Company for the City. The vendor or Vendors of choice would be able to do the following:

- Building Remediation
- Damage Assessment of City-owned property
- Provide Food (Hot Meals) and beverages) (3-meals per day)full timeline of the event or until the City deems the crisis has ended.
- Provide bathrooms and shower facilities for employees and residents if needed
- cooling tents for employees and residents if needed.
- Mobile housing if needed
- office space if needed

PROPOSAL SUBMITTALS

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

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

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

Clearly marked as: "**Disaster Recovery/Assistance after Natural or Man-Made Disaster**"

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

MANDATORY PRE-PROPOSAL MEETING

A **mandatory** pre-proposal meeting will be held on 5/20/2025 **at 11:00 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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

of the entire proposal on a USB Flash Drive in PDF format.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFP.** All questions pertaining to the terms and conditions or scope of work of this Request for Proposal **(RFP)** must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 6/4/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFP** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. Only questions emailed directly to the City Procurement Manager will be answered.

SCOPE OF WORK

The City of St. Pete Beach is submitting this RFP to find vendors that can work as Disaster Recovery/Assistance after Natural or Man-Made Disaster for the City immediately following a natural or man-Made disaster depending on the severity of the event.

DETAILED SPECIFICATIONS

The City of St. Pete Beach has published this RFP to find companies that can work as a Disaster Recovery Company for the City. The vendor or Vendors of choice would be able to do the following:

- Building Remediation (Licensed in the State of Florida)
- Damage Assessment of City-owned property (Licensed to perform these duties in the State of Florida.
- Provide Food (Hot Meals) and beverages) (3-meals per day)full timeline of the event or until the City deems the crisis has ended. *(based on 200 individuals for each meal*)
- Provide bathrooms and shower facilities for employees and residents if needed
- cooling tents for employees and residents if needed.
- Mobile housing if needed
- office space if needed

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

ASSURANCES

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

TRAFFIC CONTROL AND STAGING AREA

Proposer shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Proposer shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Proposer will be required to control the area including any additional fencing or barricades and Proposer will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

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

PERFORMANCE PAYMENT BOND

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of $100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

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

PAYMENT

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

PERIOD OF PERFORMANCE

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

CHANGES IN THE WORK

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

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

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

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

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Proposer shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Proposer shall prepare proposals detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Proposer's submitting a written notice of a change or claim for

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

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,

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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 Contact 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,

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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 COMPLAINCE 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, hhtps://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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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 that 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)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

VIII. SPECIFICATIONS

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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'

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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 serves 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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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: _____

By: (Name)

Its: .Owner

Date: _____

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Ralf Brookes
City Attorney

ATTEST:

_____
Renee Rose
City Clerk

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

EXHIBIT "A"

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of August, 2024 ("Agreement") and titled _____.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

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

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

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

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

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

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed,

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

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

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

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

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

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

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

of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

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

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth is 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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

EXHIBIT "B"

(Place Request for Bid behind this page)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

EXHIBIT "C"

(Place Vendor's Proposal Behind this Page)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

EXHIBIT "C"

(Place Vendor's Proposal Behind this Page)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

City of St. Pete Beach

Original

Response to Request for Proposal - Disaster Recovery/Assistance After Natural or Man-Made Disaster
Due Date: June 11, 2025, 9:00 AM (EST)
Cotton Commercial USA, Inc. | 840 W. Sam Houston Parkway N, #225, Houston, Texas 77024
24/7: 1-877-511-2962

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Cotton Commercial USA, Inc.
840 West Sam Houston Pkwy N.
Suite 225, Houston, TX 77024
1-877-511-2962

HQ-Houston 15 May 2025

MEMORANDUM FOR: **John Taylor,** Procurement Manager - The City of St. Pete Beach

SUBJECT: Cover Letter – **Disaster Recovery/Assistance after Natural or Man-Made Disaster**

1. Cotton Commercial USA, Inc. affirms the following: Cotton fully understands the requirements of the RFP and Cotton has complete ability and commitment to meet entire The City of St. Pete Beach Properties. Also, Cotton guarantees The City of St. Pete Beach will be given priority status when providing services needed due to a catastrophe event. Cotton acknowledges receipt of Addendum 1 on 05/22/2025.

2. Cotton would like to thank The City of St. Pete Beach for the opportunity to participate in the RFP Evaluation Process and for the interest expressed in Cotton as a provider for these services. We hope that the information contained within our (RFP) has adequately addresses all information requirements necessary to provide services to support your efforts.

3. Questions pertaining to Cotton's Proposal should be directed to:

John Mercaldi
Proposal Manager
Mobile 832-497-3161
24/7 Response 877-511-2962
john.mercaldi@cottonteam.com

4.Executive oversight and individual authorized for executing all signed documentations within this RFP is:

James Scaife
President
24/7 Response 877-511-2962
jamess@cottonteam.com

President
Cotton Commercial USA, Inc

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

EXECUTIVE SUMMARY

ORGANIZATION

Cotton is one of the world's most experienced full-service disaster recovery and restoration firms. Cotton stands at the forefront of major disasters, providing around-the-clock service backed by cutting-edge technology, highly skilled personnel, and years of operational expertise to recover enterprises as quickly as possible.

Founded in Houston, Texas, in 1996, Cotton built upon its reputation of excellence to expand throughout Texas, then to key locations in the United States and beyond. Cotton focuses on serving corporate and retail businesses, manufacturing and industrial clients, the healthcare, education and hospitality industries, and government agencies. Cotton's success is directly attributed to providing the highest level of customer service.

When it comes to disaster response, Cotton's first-hand experience is virtually unsurpassed. Over the last two decades, Cotton has been instrumental in the recovery efforts due to individual losses and major events, including weather-related and other natural catastrophes, terrorism, vandalism, and environmental mishaps, both in the U.S. and internationally. Through turnkey service capabilities and innovative solutions, Cotton can provide continuity of operations in the most efficient and cost-effective manner, ultimately reducing our clients' business interruption and property loss claim. Cotton has the team and resources in place to turn any unfortunate event into a successful restoration project. When disaster strikes, Cotton clients are assured of expert attention to protect assets, assess and restore damaged property, and determine a critical path for recovery that will minimize the delay to operations.

Cotton is committed to:

- 24/7 readiness to respond to any disaster and begin implementation of recovery measures in a strategically effective way.
- Employing state-of-the-art equipment and innovative techniques
- The continued professional development and skills of the company's highly experienced, trained and certified staff.
- Maintaining jobsite safety at all times through hazard assessments, planning, training and strict oversight of process implementation on every project.
- Remaining in compliance with all federal, state and local regulations.
- Surpassing client expectations on every project through communication and quality.

Disasters are both inevitable and unpredictable, guaranteed to happen but often without warning. Varying in type and magnitude, disasters happen suddenly, creating chaos and uncertainty for those affected. For entities of all sizes, a disaster means abrupt sudden disruption of all or part of its business operations, resulting in possible revenue loss or inability to provide public assistance.

The process of preparing a disaster recovery plan begins by identifying these possible causes and effects, analyzing their likelihood and severity, and ranking the outcomes in terms of priority. The ultimate results are a formal assessment of risk, a recovery plan that includes all available mechanisms, and a formalized Disaster Recovery Team (Cotton and Partner Client) that has responsibility for planning, rehearsing, and executing the disaster recovery plan.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

In summary, disaster recovery plans should identify and classify the threats and risks that may result from disasters, define the resources and processes that ensure business continuity during the disaster, and define the reconstitution mechanisms to get the enterprise back to normal during the disaster recovery state. Effective disaster recovery plans play their role in all stages from pre to post planning and are continuously improved by disaster recovery mock training and feedback capture processes.

PLANNING FUNDAMENTALS

Cotton and the Partner Client work to establish policies and procedures that allow for the minimization of damages, preservation of a functioning administration, and maintenance of activities essential to survival and recovery. The Partner Client and Cotton recovery plan establishes guidelines for conducting efficient, effective, coordinated emergency operations involving all Cotton Resources, the Partner Client and maximization of interoperability.

CONCEPT OF OPERATIONS

The Partner Client is the ultimate authority for the allocation of emergency resources. Cotton contingency services available to the Partner Client will include, but are not limited to:

- *Business Continuity Planning*
- *Catastrophe Consulting*
- *Catastrophe Management*
- *Emergency Response/ Management*
- *Restoration/Recovery Services*
- *Construction Services/Consulting*
- *Environmental Response*
- *Logistics Service*
- *Debris Management/Services*
- *Leader Involvement*

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

OPERATIONAL LINES OF EFFORT

Cotton and the Client Partner will establish four specific times to assist in the implementation of a disaster recovery plan:

Preparedness
The continuity planning phase is a period of time during which activities are undertaken by Cotton to increase readiness posture, policies, procedures and incident command systems of the partnership. This includes, but is not limited to, identification of risks that can bring about disasters by conducting risk analysis covering threats to business continuity. Also, this period includes, but is not limited to, pre-disaster assessment of critical infrastructure with emphasis on the vulnerabilities that may affect the likelihood of catastrophic failure for an enterprise.

Response
The reaction phase is a period of time during which notification procedure activities and initial damage and disruption surveys are undertaken. To establish how the contingency plan will be executed following a disaster, it is crucial to evaluate the nature and degree of damage to the enterprise. Cotton then activates response plans and begins to execute contingency actions with the Partner Client.

Mitigation
The mitigation phase starts immediately after the disaster recovery plan has been activated and appropriate teams have been mobilized. The activities of this phase focus on setting in motion the disaster recovery system, reduction of initial damage, and detailed evaluation of the crisis and potential for additional crisis or ancillary risks. The recovery procedure reflects priorities previously analyzed during the activation planning phase.

Recovery
In the recovery phase, activities are undertaken to fully recover the enterprise from disaster, place them back in a pre-loss condition, and return the enterprise operations back to the Partner Client through a complete host of catastrophe management and reconstruction services.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

TABLE OF CONTENTS

TAB 1.....BID DOCUMENTS

TAB 2.....REFERECES

TAB 3.....TECHNICAL APPROACH

TAB 4.....QUALIFICATIONS & KEY PERSONNEL

TAB 5.....ADDITIONAL DOCUMENTS

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

TAB 1

BID DOCUMENTS

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Disaster Recovery/Assistance after Natural or Man-Made Disaster**.

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 **"Disaster Recovery/Assistance after Natural or Man-Made Disaster"** 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 **"Disaster Recovery/Assistance after Natural or Man-Made Disaster".**

COMPANY: Cotton Commercial USA, Inc. DATE: 5/29/25

ADDRESS: 840 W. Sam Houston Parkway N., 2nd Floor, Houston, Texas 77024 PHONE: 877-511-2962

PROPOSER: _____ (SIGNATURE) NAME: James Scaife - President (PRINT NAME & TITLE)

STATE OF TEXAS
COUNTY OF Harris

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 29 day of May, 2025, by James Scaife, who is personally known to me or has produced _____ as identification.

(SEAL)

AMANDA NICOLE CHELTON
Notary Public, State of Texas
Comm. Expires 11-03-2027
Notary ID 134632021

Amanda Chelton
Notary Public – State of ~~Florida~~ Texas.

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

SUBMIT PROPOSAL TO:

Electronically via Bonfire or DemandStar

III. FEE SCHEDULE

Item	Hourly Charge	3-Meals per Day Daily Cost/Weekly*	Weekly/Monthly Charge	
Building /Damage Remediation	$ $75/hr			
Building Damage Assessment	$75/hr			
Meal Service		Per Meal: $28.00 (Assumes 200 PAX)		
Bathroom/Shower			Week: $5,600.00 Month: $18,000.00	8-Stall Restroom or 8-Stall Shower with: Individual Doors, LEASE ONLY
Cooling Tents			Week: $37,500.00 Month: $96,250.00	1,250 SF Structure Tent with: Lighting, Flooring, HVAC, Generated Power
Mobile Housing			Week: $16,100.00 Month: $53,900.00	10 Bed 'Z-Bunk' with: Private Rooms, HVAC, Article Storage, Outlets, Lighting
Mobile Offices			Week: $10,500.00 Month: $25,500.00	32x8 Mobile Command Center with: 10 total workstations, 6 in one room, 4 in the managers office, microwave, mini fridge, Coffee Pot, Starlink Internet

Meal Service should be based on 200 individuals for 3-meals per day. *Could possibly be over by 200 individuals per day per meal.

Exhibit "A" 2025 Rate Schedule

I. *Personnel Labor Rates:*

The personnel labor classification ("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full-time employees of Cotton Commercial USA, Inc. whether doing business on its own behalf or doing business as 24 Restore, Advance Catastrophe Technologies, Full Circle Restoration, Target Solutions, or any other current or future DBA name ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.

A.

Classification - Management	*Classification Hourly Rates*		*Classification Hourly Rates*
Project Consultant (PCS)	$150.00	Project Accountant (PA)	$83.50
Project Coordinator (PC)	$130.00	Assistant Project Manager (APM)	$86.00
Project Manager (PM)	$100.00	Project Administrative (PAA)	$55.00
Health & Safety Officer (HSO)	$95.00		
Classification - Restoration			
Drying / Equipment Technician (DET)	$65.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	$115.00
Equipment Operator (EO)	$86.00	Biohazard, Trauma, Forensic Technician (BTFT)	$85.00
Restoration Supervisor (RS)	$70.00	Biohazard, Trauma, Forensic Labor (BTFL)	$70.00
Resource Coordinator (RC)	$58.00	Certified Asbestos / Lead Supervisor (AS)	$80.00
Restoration Technician (RT)	$58.00	Certified Asbestos Technician / Worker (AT)	$70.00
General Labor (GLE) - (Experienced with Cotton Operations)	$47.50	Mold Remediation Worker (MRW)	$63.00
General Labor (GL)	$42.00		
Classification - Construction			
Metal Worker / Fabricator (FAB)	$160.00	Masonry (MAS)	$68.00
Electrician (E)	$160.00	Wallcovering Installer (WPR)	$65.00
Plumber (PLM)	$158.00	Carpenter - Finish (FNH)	$65.00
Fire Suppression (FS)	$158.00	Drywall (D)	$62.50
HVAC Technician (HVC)	$155.00	Painter (P)	$62.50
Welder (WLD)	$98.50	Carpenter - Rough (FNC)	$61.50
Roofer (RFG)	$98.00	Tile Installer (TIL)	$59.00
Scaffolder (SCF)	$95.00	Flooring Installer (FCI)	$59.00
Estimator (EST)	$95.00	Acoustic Tile Installer (ACT)	$58.00
Superintendent (SP)	$79.50	Insulation Technician (INS)	$52.50
Trade Supervisor (TS)	$69.00		

Management Fee (Management of Customer Labor Force) $4.50 per hour / man

B. *Labor Considerations / Provisions:*

1. *All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.*
2. *All holidays recognized by Cotton Commercial USA, Inc. ("Cotton") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.*
3. *Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.*
4. *Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions.*
5. *Travel time for personnel shall be billed to the contract at the scheduled rates.* ***Project Consultants will be billed at 1/2 their rate.***
6. *The scheduled rates and provisions in Exhibit A (Rate Schedule), take into account Cotton's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, overtime laws, collective bargaining agreements or labor shortage, which would modify Cotton standard rates and practices, Cotton will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.*

*Customer Initials:*_____ *Cotton Initials:*_____

Exhibit "A" 2025 Rate Schedule

7. *Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.*
8. *Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for this personnel exceeds our listed price, Cotton will charge the cost plus 30%.*

II. EXPENSES / REIMBURSABLE

A. UNSCHEDULED / SPECIALTY WORK:

For any trade or service which Cotton does not provide, or which is not scheduled in this Rate Schedule, the amount invoiced will be billed at cost plus 10% overhead and 10% profit.

B. TRAVEL, LODGING AND PER DIEM

Cotton shall be compensated for costs incurred for travel, lodging and per diem costs ("Incidental Costs ") for all workers assigned to the project. All Incidental Costs will be billed at actual cost plus 10% overhead and 10% profit added. If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, plus 10% overhead and 10% profit added. Standard Per Diem reimbursement is $45.00. Due to regional costs, there will be a $60.00 per diem rate paid to employees for projects in following states including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton will use the average nightly rate of up to three hotels that house project personnel (Cotton and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

C. FREIGHT / TRANSPORTATION FEE'S

Cotton shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost plus 10% overhead and 10% profit mark-up thereon.

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

E. STATE OF EMERGENCY RESOURCE COORDINATION

Cotton reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide event to Customers. Area wide event could include but are not limited to hurricanes, tropical cyclones, tornadoes, floods, and earthquakes. This cost will be five (5%) percent of the total of all labor, equipment, consumables, outside services, and reimbursable (excluding taxes) on each project managed by Cotton for the first sixty (60) days of the event.

F. BACKGROUND CHECKS / TESTING

Cotton shall be reimbursed the cost for any background investigation required of Cotton employees or Cotton subcontractors beyond the background investigation routinely conducted by Cotton. Additionally, Cotton shall be reimbursed the cost for any drug testing of Cotton employees or Cotton subcontractors required to be conducted prior to the commencement of a project.

G. PREMIUM WAGES

Cotton when working in and around high cost-of-living areas including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C., and internationally, a 25% premium will be applied to all listed labor rates in order to account for increased costs. This premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.

III. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

Nature of Damage
Moisture Saturation
Degree of Char / Soot Residue
Mold / Mildew / Infestation
Smoke Odor
Deodorization Requirements
Contamination Factors include Debris, Sewage, and/or Hazardous Materials

Document Remediation Provision:

Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.

*Customer Initials:*_____ *Cotton Initials:*_____

Exhibit A
Rate Schedule (cont.)

Equipment

Equipment Description	***Unit***		***Daily***
Air Compressor	Ea	$	75.00
Air Scrubber (HEPA) - Small (<1000 cfm)	Ea	$	125.00
Air Scrubber (HEPA) - Large (1001-2000 cfm)	Ea	$	145.00
Barricade Fencing (One Time Charge)	Ft	$	1.25
Blower (Gas Powered)	Ea	$	38.00
Cart, Tilt / Demolition	Ea	$	30.00
Chainsaw	Ea	$	52.00
Electrical - 100 Amp Distro Panel	Ea	$	125.00
Electrical - 200 Amp Distro Panel	Ea	$	180.00
Electrical - 50 Amp Spider Box	Ea	$	75.00
Electrical - 25' Spider box cable	Ea	$	40.00
Electrical - 50' Spider box cable	Ea	$	55.00
Electrical - 100' Spider box cable	Ea	$	70.00
Extraction Unit (Carpet Cleaning)	Ea	$	200.00
Extraction Unit (Electric)	Ea	$	180.00
Extraction Unit (Gas Powered)	Hr	$	295.00
Extraction Unit, Portable (Gas Powered)	Ea	$	300.00
Extension Poles (Pair)	Ea	$	15.00
Eye Wash Station	Ea	$	28.00
Fall Protection (harness w/lanyard and life line, excludes pulley)	Ea	$	29.00
Filter, Secondary HEPA Diffusers	Ea	$	50.00
Flex Duct (Includes T's and Y's)	Ft	$	1.00
Floor Buffer	Ea	$	75.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	$	265.00
Fogger, Thermal (Gas Powered)	Ea	$	95.00
Fogger, ULV / Thermal (Electric)	Ea	$	30.00
Four Gas Meter	Ea	$	79.50
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	$	90.00
Furniture Blanket	Ea	$	8.00
Gang Box (Misc. Power Tools)	Ea	$	67.50
Generator (less than 10 kw)	Ea	$	175.00
Generator 60 - 65 kw	Ea	$	535.00
Hard Panel Containment System	Ft	$	9.00
HVAC Cleaning System (Portable)	Ea	$	425.00
HVAC Video Inspection System	Ea	$	255.00
Hydroxyl / Ozone Deodorization Machine	Ea	$	200.00
Ladder (Less than 12')	Ea	$	9.00
Ladder (Greater or Equal to 12')	Ea	$	26.50
Light, Demo / Drop / Stand / String	Ea	$	29.50
Light, Tower	Ea	$	200.00
Lumber - 2" x 4" (One Time Charge)	Ft	$	0.95
Lumber - Plywood 1/2" (4' x 8' sheet) (One Time Charge)	Ea	$	53.00
Lumber - Plywood 3/4" (4' x 8' sheet) (One Time Charge)	Ea	$	80.00
Manometer, Recording Differential Pressure	Ea	$	95.00
Mobile Containment Cube (HEPA Filtered)	Ea	$	225.00
Moisture Survey - IR Camera	Ea	$	130.00
Moisture Survey - Moisture Meter	Ea	$	29.00
Offsite Disposal Fee	Ea	$	135.00
Particle Counter	Ea	$	225.00

Equipment Description	***Unit***		***Daily***
PPE Package A (3 or less)	Ea	$	9.50
PPE Package B (4 or more)	Ea	$	15.50
Pump, Sump (2" or less Electric)	Ea	$	35.00
Pump, Submersible (3" Electric)	Ea	$	248.00
Pump, Trash (3" or Less)	Ea	$	95.00
Radio, 2 way – Job site comm.	Ea	$	24.00
Respirator Protection (Half/Full Face)	Ea	$	25.00
Respirator Protection (PAPR/SCBA)	Ea	$	85.00
Saw - Kett (Includes Blades)	Ea	$	55.00
Scaffolding - Baker's 6'	Ea	$	35.00
Shower Kit for Decontamination Chamber	Ea	$	135.00
Sprayer, Airless	Ea	$	175.00
Sprayer, Electrostatic	Ea	$	165.00
Sprayer, Pump	Ea	$	8.00
Trailer - Flatbed, Cargo	Ea	$	195.00
Trailer - Command / Office	Ea	$	650.00
Trailer - Fuel (refueling trailer)	Ea	$	375.00
Trash Can	Ea	$	8.50
Truck - Box Truck	Ea	$	195.00
Truck - Pickup (3/4 Ton)	Ea	$	120.00
Truck - Pulling/Tractor	Ea	$	305.00
Utility Terrain Vehicle - (UTV)	Ea	$	185.00
Vacuum, Anti-Static	Ea	$	105.00
Vacuum, HEPA	Ea	$	90.00
Vacuum, Wet/Dry	Ea	$	25.00
Van, Cargo/Passenger	Ea	$	160.00
Vehicle, Truck/Car	Ea	$	105.00
Washer, High Pressure (Cold)	Ea	$	125.00
Washer, High Pressure (Hot)	Ea	$	205.00
Washer, Trailer Mounted	Ea	$	450.00

Drying Equipment Description	***Unit***		***Daily***
Air Mover / Axial Fan	Ea	$	32.50
Injection Drying System	Ea	$	275.00
Air Blower, Industrial High CFM	Ea	$	85.00
Dehumidifier Refrigerant - LG (<125 ppd)	Ea	$	130.00
Dehumidifier Refrigerant - XL (>=125 ppd)	Ea	$	155.00
Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	$	180.00
Desiccant Dehumidifier 150-499 CFM	Ea	$	280.00
Desiccant Dehumidifier 500-999 CFM	Ea	$	435.00
Desiccant Dehumidifier 1000-2999 CFM	Ea	$	1,125.00
Desiccant Dehumidifier 3000-4499 CFM	Ea	$	1,350.00
Desiccant Dehumidifier 4500-6000 CFM	Ea	$	1,650.00
Desiccant Dehumidifier 6001-9999 CFM	Ea	$	2,050.00
Desiccant Dehumidifier 10000-11999 CFM	Ea	$	2,550.00
Desiccant Dehumidifier 12000-15000 CFM	Ea	$	3,850.00
Air Conditioner - 1 - 2 ton - Portable	Ea	$	275.00
Air Conditioner - 20 - 30 ton	Ea	$	1,250.00
Heater - Portable Electric - Small 110V	Ea	$	75.00

Equipment Rental Considerations:

1. Unscheduled Rental Equipment

   For equipment not listed that is rented for the project by Cotton the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.

2. Unscheduled Purchased Equipment

   If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.

3. If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.

4. Scheduled Rental Equipment

   Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate plus 10% overhead and 10% profit. Listed equipment rates shall apply whether company owned or procured through a third party.

5. Cotton Supplied Small Tools Charge

   A "Small Tools" charge of 3% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee(Floor/Window), Staple Gun, Tape Gun, Washtub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.

6. PPE Package Items

   Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.

7. Weekly Rental Rates - Equipment

   Equipment (LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).

8. Cotton will charge an offsite debris disposal fee of, at minimum, $135.00 per project when onsite waste is not available or provided. Debris may include but are not limited to, carpet, ceiling tile, sheetrock, etc.

9. Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions.

*Customer Initials:*_____ *Cotton Initials:*_____

Exhibit A
Rate Schedule (cont.)

Consumables

Chemical Description	***Unit***	***Rate***
Alcohol, Isopropyl	Gal	$ 55.21
Carpet, Cleaner / Deodorizer	Gal	$ 25.98
Carpet, Defoamer	Gal	$ 95.26
Cleaner, Glass	Gal	$ 19.49
Cleaner, Glass Spray	Ea	$ 10.85
Degreaser, Light Duty	Gal	$ 32.93
Degreaser, Heavy Duty	Gal	$ 58.46
Deodorizing Gel / Block	Ea	$ 73.61
Deodorizing Liquid	Gal	$ 86.60
Deodorizing Odor Crystals	Gal	$ 112.58
Disinfectant / Biocide / Sporicide	Gal	$ 74.95
Disinfectant / Biocide Tablet	Ea	$ 1.90
Disinfectant / Bleach	Gal	$ 12.45
Floor Stripper	Gal	$ 69.28
Floor Wax	Gal	$ 80.11
Ice Melt - Granular	Lb	$ 1.50
Remover - Goof Off	Ea	$ 98.20
Remover - Carpet / Mastic	Gal	$ 36.81
Thermo Fog	Gal	$ 192.69
Furniture Polish	Ea	$ 14.43
Lubricant, Machinery		
Preserver - Light	Gal	$ 51.61
Long Term Preserver - Heavy	Gal	$ 64.10
Stainless Steel Cleaner	Ea	$ 17.14
Sealant - Encapsulant, Asbestos	Gal	$ 16.67
Sealant - Encapsulant, Duct	Gal	$ 95.26
Sealant - Encapsulant, Odor	Gal	$ 84.86
Sealant - Encapsulant, Antifungal	Gal	$ 166.71
Spray Adhesive	Ea	$ 9.56
Wood Cream	Qt	$ 35.00
HVAC		
Cleaner, HVAC Coil	Gal	$ 97.43
Lock Tight / Air Lock (grey)	1/2 Gal	$ 75.68
Pre - Filter for HVAC Negative Air Machine	Ea	$ 27.93
Cube (Secondary) Filter for HVAC Negative Air Machine	Ea	$ 68.20
Precut Sheet Metal up to 24" x 24"	Ea	$ 45.42

Material Description	***Unit***	***Rate***
Bags, Trash	Rl	$ 35.93
Bags, Trash Environmental - 6ml	Rl	$ 184.03
Brown Paper	Rl	$ 114.75
Boot / Shoe Covers	Pr	$ 1.75
Box, Book / Freeze Dry	Ea	$ 4.22
Box, Dish Pack	Ea	$ 7.58
Box, Picture	Ea	$ 18.60
Box, Wardrobe	Ea	$ 42.00
Carpet mask 36" x 500'	Rl	$ 255.36
Containment Boom	Ea	$ 46.00
Brush, Wire	Ea	$ 5.41
Brush, Grout	Ea	$ 2.38
Brush, Long Handle / Scrub	Ea	$ 14.07
Disposable Decontamination Chamber (Per room)	Ea	$ 192.33
Dust Mask	Ea	$ 4.55

Material Description	***Unit***	***Rate***
Ducting, 20" Lay flat (6 mil)	Ft	$ 1.50
Ducting, 18" Lay flat (6 mil)	Ft	$ 1.25
Ducting, 12" Lay flat (6 mil)	Ft	$ 1.00
Ducting, 8" Lay flat (6 mil)	Ft	$ 0.75
Filter, Pre Filter for HEPA Vacuum	Ea	$ 12.99
Filter, HEPA for Hepa Vacuum	Ea	$ 442.38
Filter, Collection bag for HEPA Vacuum	Ea	$ 10.83
Filter, Rolled Material	Sf	$ 3.22
Filter, Pleated for Neg Air Machine	Ea	$ 24.36
Filter, Pre Filter for Neg Air Machine	Ea	$ 2.33
Filter, Charcoal for Neg Air Machine	Ea	$ 34.64
Filter, HEPA for Neg Air Machine	Ea	$ 335.83
Filter, Dehumidifier	Ea	$ 16.45
Floor Protectant, Ram Board	Rl	$ 119.08
Furniture Blocks	Bx	$ 140.73
Furniture Pads	Bx	$ 184.03
Gloves, Cut Resistant	Pr	$ 14.51
Gloves, Surgical Latex / Nitrile	Bx	$ 32.48
Gloves, Work / Rubber / Leather	Pr	$ 4.22
Inventory Tags	Bx	$ 46.55
Mop Heads	Ea	$ 8.40
Pads, Floor Buffer - Round	Ea	$ 10.85
Pads, Floor Buffer - Rectangle	Ea	$ 32.35
Plastic FR Sheeting - Cordek	Ea	$ 75.78
Plastic Sheeting (20' x 100') 4 mil	Rl	$ 119.08
Plastic Sheeting (20' x 100') - 6 mil FR	Rl	$ 281.45
Painters Plastic	Rl	$ 55.00
Poly Hangers	Ea	$ 6.93
Respirator Cartridge	Ea	$ 22.73
Scrub Pads / Sponge	Ea	$ 3.50
Sleeves, Cut Resistant	Pr	$ 19.49
Sponges, Soot Removal	Ea	$ 5.95
Spray Bottle w/ Trigger	Ea	$ 5.41
Sticky Mats 18" x 36" (30 Pads)	Ea	$ 27.60
Tape, Asbestos (Danger)	Rl	$ 25.00
Tape, Caution	Rl	$ 18.40
Tape, Duct (Teal)	Rl	$ 16.42
Tape, Duct (Grey/White)	Rl	$ 11.91
Tape, Double Sided (Containment)	Rl	$ 34.64
Tape, Blue / painters	Rl	$ 15.16
Tape, HVAC (Aluminum)	Rl	$ 49.80
Tape, Box (Clear)	Rl	$ 7.67
Tape, Box (Brown)	Rl	$ 16.24
Tape, Preservation	Rl	$ 30.31
Tarps	Sf	$ 0.26
Tyvek Suits - General / Mold / Dust	Ea	$ 11.26
Tyvek Suits - Chemical / Forensic	Ea	$ 23.60
Wipes, Cotton Cloth	Lb	$ 5.45
Wipes, Microfiber (25 Wipes)	Pkg	$ 35.18
Wipes, Lint Free / Anti Static	Pkg	$ 36.81
Wrap, Bubble / Anti Static (Small)	Rl	$ 281.45
Wrap, Bubble / Anti Static (Large)	Rl	$ 107.32
Wrap, Shrink	Rl	$ 54.13
Zippers	Ea	$ 13.53

Material Rate Considerations:

1. *Unscheduled Materials*
   For materials not listed above, that are purchased for the project by Cotton, the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.
2. *The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.*
3. *Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions.*

*Customer Initials:*_____ *Cotton Initials:*_____

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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: James Scaife - President
(Print individual's name and title)

for: Cotton Commercial USA, Inc.
(Print name of entity submitting sworn statement)

at: 840 W. Sam Houston Parkway N, #225, Houston, Texas 77024
(Business address)

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

20-2702810
(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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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).

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

[ ] The entity submitting this sworn statement or one (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 TEXAS
COUNTY OF Harris

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ **physical presence or** ☐ **online notarization**, this 10 day of June, 2025, by James Scaife, who is personally known to me or has produced _____ as identification.

(SEAL)

DANIEL F. ESCOBAR
Notary Public, State of Texas
Comm. Expires 11-28-2026
Notary ID 134079931

Notary Public – State of Texas
Daniel Escobar
(Print, Type, Stamp, or Commissioned Name of Notary Public)

V072224

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

VII. NON-COLLUSION AFFADAVIT

STATE OF TEXAS

COUNTY OF Harris

I state that I James Scaife, President of Cotton Commercial USA, 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 that 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. Cotton Commercial USA, 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 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: Cotton Commercial USA, Inc.

Signed By: _____

Print Name: James Scaife

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 10 day of June, 2025, by James Scaife, who is personally known to me or has produced _____ as identification.

(SEAL)

DANIEL F. ESCOBAR
Notary Public, State of Texas
Comm. Expires 11-28-2026
Notary ID 134079931

_____
Notary Public – State of Texas
Daniel Escobar
(Print, Type, Stamp, or Commissioned Name of Notary Public)

V072224

City of St. Beach
Disaster Recovery Assistance – RFP
Cotton Commercial USA, Inc.

Exceptions Page

GENERAL CONTRACT TERMS

- Insert new section titled 'Rate Sheets'

  "RATE SHEETS
  During the term of this MSA, the fees and charges for the Work shall be in accordance with the most updated version of the Rate Sheet attached hereto as Exhibit A, and incorporated herein by this reference, unless the rates or the lump sum cost for specific Work not otherwise identified on the R ate Sheet are included in a Work Order. Exhibit A shall be subject to adjustment by Contractor annually in February upon mutual agreement of both Owner and Contractor."

- Right to Audit
  Please add the following sentence to the paragraph:
  "For clarity, this audit right does not include access to any of Contractor's documentation showing costs or which could be used to determine its subcontractor's costs, unless a project is estimated or bid on a cost-plus basis."

- Additional Requirements
  In the first sentence, after the words "The City reserves the right, by" insert the word "written", before the words, "change order,"

- Liquidated Damages.
  Remove this paragraph in its entirety

- Liens
  Insert the following at the end of the first sentence, "except only liens filed or attaching in accordance with applicable law and this Agreement to secure payments owed to Vendor by Company or Owner that are then due and payable and have not been timely paid when required under this Agreement."

- General Warranty
  - In the second sentence, replace the words "eighteen (18)" with the words, "twelve (12)"
  - Insert the following sentence at the end of the section:
    "Proposer shall not be required to warranty mold or microbial remediation work that has been clearance tested and certified by a certified industrial hygienist, post-remediation."

- City's Right to Take Over the Work.
  - In the fist sentence of the second paragraph, insert the words "written" after the words "immediately upon service of" and before the words "notice thereof on the Proposer and their Surety,"

    - Remove the following sentence from the second paragraph in the Section: "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."
    - In the next sentence of this section, insert the word "documented" after the words, "If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or" and before the words "expenses incurred by the City"
    - In the second sentence of the third paragraph of the section, after the the words, "or to deduct from any payment then or thereafter due the Proposer, the," insert the words, "documented, necessary and out of pocket" before the words, "costs incurred by it through the default of the Proposer,"
- Waiver
    - Please make this mutual by replacing all instances of "the City Manager" and "the City" with the words, "a Party"
- Termination.
    - In the first bullet point, insert the following at the end of the sentence, "Notwithstanding anything to the contrary, in the event funds are not available and Contractor is performing services under this Agreement, Contractor shall immediately cease all services and College shall remain liable for all services performed."
- Fiscal Non-Funding.
    - Insert the following at the end of the section. "Notwithstanding anything to the contrary, in the event funds are not available and Proposer is performing services under this Agreement, Proposer shall immediately cease all services and the City shall remain liable for all services performed."

SAMPLE AGREEMENT.

- Section 3 (e)

Insert the following at the end of the agreement:
"Contractor shall not be required to warranty mold or microbial remediation work that has been clearance tested and certified by a certified industrial hygienist, post-remediation."

- Section 5. Damages

Remove the following the following from the Section:
"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."

Section 6(a). Damages
Insert the following at the start of the section,
"After written notice and reasonable time to cure, the"

- Section 6(b) Correction of Work.

In the fist sentence of the section after the words, " or if the work exhibits poor workmanship," insert the words, "and such remains unremedied after written notice and

reasonable time to provide cure," and before the words, "the city reservist eh right to require that the Contractor correct…'

- Section 12(a). Termination
  Insert the following at the end of the paragraph, "Notwithstanding anything to the contrary, in the event funds are not available and Contractor is performing services under this Agreement, Contractor shall immediately cease all services and College shall remain liable for all services performed."

- Section 13 Fiscal Non-Funding
  Insert the following at the end of the paragraph, "Notwithstanding anything to the contrary, in the event funds are not available and Contractor is performing services under this Agreement, Contractor shall immediately cease all services and College shall remain liable for all services performed."

- Section 14. Non-Exclusivity

Insert the following at the end of the first sentence.
"The City acknowledges that Contractor shall have the right to decline any work authorization requesting services under this Agreement."

- Section 20 . Audit Rights.

In the first sentence of the paragraph, replace the words "five (5)" with "three (3)"

Insert the following at the end of the Section:
"For clarity, this right does not include access to any of Contractor's documentation showing costs or which could be used to determine its subcontractor's costs, unless a project is estimated or bid on a cost-plus basis. This said audit right does not include access to any documentation showing costs if Services are bid lump sum, through Xactimate or any other industry-wide estimating system."

- Section 26. Assignment

Insert the following at the end of the first sentence in the section:
"unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets."

CITY OF ST. PETE BEACH FL, STANDARD CONTRACT ADDENDUM. EXHIBIT A

Section 16. Force Majeure.
Replace the words "The City" with the words, "Either Party" in the first sentence of the addendum.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

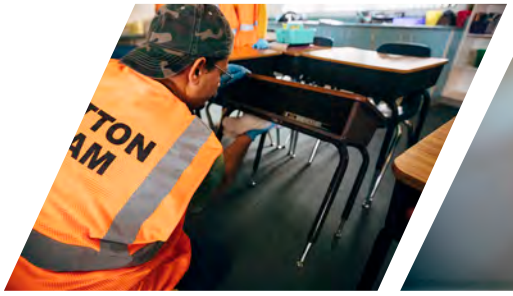
TAB 2

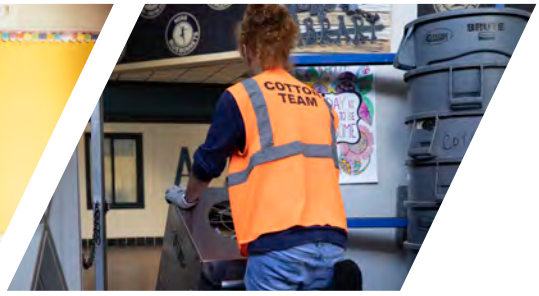
REFERENCES

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

GLOBAL DISASTER SOLUTIONS

FLORIDA EDUCATION REFERENCES





LARGE NOTABLE PROJECTS

NOVA SOUTHEASTERN UNIVERSITY
Elizabeth Guimaraes
Director
(954) 262-5271
guimarae@nova.edu

BAY COUNTY SCHOOL BOARD
Doug Lee
Director of Operations
(850) 814-6534
leedo@bay.k12.fl.us

RINGLING COLLEGE OF ART AND DESIGN
Viron L. Lynch
Assistant Vice President
for Facilities *Management*
(941)-323-7916
vlynch@ringling.edu

WARNER UNIVERSITY
Mark Thomas
Vice President for Technology and Facilities
(863) 528-0498
mark.thomas@warner.edu

FICURMA
Ben Donatelli
Executive Director
(813) 929-6691
ben.donatelli@ficurma.org

COTTON CAPABILITIES

COMMERCIAL RESTORATION
- Water Damage Mitigation
- Fire & Smoke Restoration
- Mold Remediation
- Asbestos Abatement

DISASTER RECOVERY
- 24-Hour Emergency Service
- Rapid Response & Mobilization
- Catastrophe Management
- Emergency Power

CONSTRUCTION
- Emergency Board-Up
- General Construction
- Capital Improvements
- ADA Compliance

ROOFING
- Temporary Roofs
- New Roof Installation
- Roofing System Replacement
- Inspections & Maintenance

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

GLOBAL DISASTER SOLUTIONS

FLORIDA CONDOMINIUM REFERENCES

LARGE NOTABLE PROJECTS

TERRA MAR CONDOMINIUMS
Krystal Smith
Property Manager
(239) 470-4676
cksmith@detaliassociates.com

CYPRESS COVE
Mike Moss
Vice President
(239) 349-3290
mmoss@cypressliving.org

KINGS CROWN
Alan Kirby
(610) 248-2628
kirby.alan@gmail.com

SEAGLASS CONDOMINIUM
Mike Hughes
Board Member
(768) 201-1957
mikejhughes05@outlook.com

ESPERIA CONDOMINIUM
Vikki Markart
Property Manager
(239) 206-6131
vmarkart@castlegroup.com

VISTAS CONDOMINIUM
Oneida Aguayo
Property Manager
(239) 495-8691
vistasmgr@gmail.com

AZURE CONDOMINIUM
Jan Betten
Property Manager
(239) 919-9295
manager@azurebonitabay.com

BAYVIEW 1 CONDOMINIUM
Shaun Hassett
Board Member
(813) 352-1934
shaunhassett@outlook.com

COTTON CAPABILITIES

COMMERCIAL RESTORATION
- Water Damage Mitigation
- Fire & Smoke Restoration
- Mold Remediation
- Asbestos Abatement

DISASTER RECOVERY
- 24-Hour Emergency Service
- Rapid Response & Mobilization
- Catastrophe Management
- Emergency Power

CONSTRUCTION
- Emergency Board-Up
- General Construction
- Capital Improvements
- ADA Compliance

ROOFING
- Temporary Roofs
- New Roof Installation
- Roofing System Replacement
- Inspections & Maintenance

MAIN OFFICE
840 W SAM HOUSTON PKWY N 5TH FLOOR
HOUSTON, TX 77024

PHONE
877.511.2962

WEBSITE
COTTONGDS.COM

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

GLOBAL DISASTER SOLUTIONS

SOUTH FLORIDA HEALTHCARE REFERENCES

LARGE NOTABLE PROJECTS

HIALEAH HOSPITAL
Shirley Adkins
shirley.adkins@tenethealth.com
304-982-2131

HIALEAH HOSPITAL
Belkis Martinez
belkis.martinez@tenethealth.com
305-835-4115

PALMETTO HOSPITAL
Jennifer Calero Bello
jennifer.calero@tenethealth.com
305-823-5000 ext. 6434

TENET HEALTHCARE CORPORATION
Mike DeWitt
Michael.dewitt@tenethealth.com
469-893-6545

COTTON CAPABILITIES

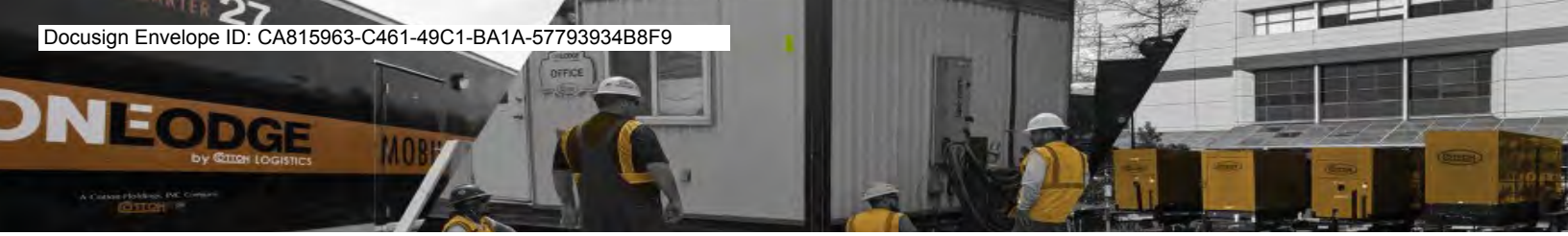
- Project Development
- Process Improvement
- 24-Hour Emergency Service
- Water Damage Restoration
- Fire Damage Restoration
- Disaster Recovery
- HVAC Cleaning & Decontamination
- Emergency Power
- Rapid Response & Mobilization
- Commercial-Grade Equipment
- General Construction
- Interior Build-Out
- Capital Improvements
- ADA Compliance
- Structural Repairs
- Mechanical, Electrical, & Plumbing
- Temporary Shoring
- Roofing Assessment & Replacement
- Mold Remediation
- Asbestos Abatement
- Lead Remediation
- Biohazard Cleaning
- Laboratory Cleanup
- Hazardous Material Decontamination

MAIN OFFICE
5443 KATY HOCKLEY CUT-OFF RD
KATY, TX 77493

PHONE
877.511.2962

WEBSITE
COTTONGDS.COM

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9



Logistic References

Company Name: FEMA
Contact Person: David Callis
Email Address: david.callis@fema.dhs.gov

Company Name: KBR
Contact Person: Art Katen
Email Address: art.katen@us.kbr.com

Company Name: Duke Energy
Contact Person: Marjorie Sikes
Telephone Number: 863-978-8580
Email Address: marjorie.sikes@duke-energy.com

Company Name: Entergy
Contact Person: Gino Spadafore
Telephone Number: 209-210-0389
Email Address: gspadaf@entergy.com

Company Name: Center Point Energy
Contact Person: Leslie Freeman
Telephone Number: 713-207-6924

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

TAB 3

TECHNICAL APPROACH

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Background and Experience

Founded in 1996 by Pete Bell and Daryn Ebrecht, Cotton has since built a long standing reputation of excellence. With its beginnings in Houston, Cotton focused on providing both the private and public sectors a single source solution to damage resulting from isolated incidents or large-scale disasters. Cotton's emphasis on high quality service paved the way for expansion throughout Texas, the United States, and international locations. We have had the opportunity to serve multiple industries including healthcare, education, hospitality, multifamily, manufacturing, retail, and government.

Today, Cotton Commercial USA is a leading infrastructure support services company composed of specialized divisions such as Global Disaster Solutions, Construction, Roofing, Logistics, and Culinary. We've also partnered with five subsidiaries that greatly assist in our national coverage including Stellar Commercial Roofing, Full Circle Restoration, Advance Catastrophe Technologies, Target Solutions, and 24 Restore.

Cotton has been instrumental in the recovery efforts following some of the most prolific cases of natural disaster, wildfire, terrorism, and other environmental catastrophes in the past two decades. Beyond these instances, we have also provided comprehensive logistical support to a host of local and international entities.

Services Scope

Cotton will dedicate Parker Baker (VP Business Development) and Leah Darr (National Business Development) to The City of St. Pete Beach Account. Per the RFP Scope, Cotton is committed to providing our services in the following emergency situations:

- Water, Fire, or Wind Damage
- Vandalism or Bio-hazard Incidents

In situations of both disaster and non-disaster events, Cotton can provide the following:

- Debris or Graffiti Removal
- Water Mitigation
- Fixture Repair or Replacement
- Fire, Smoke, and Soot Restoration
- Drying Services
- Roofing Repair or Replacement
- Demolition
- Chemical Cleanup

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

State and Federal Regulatory Expertise

Cotton is well versed in operating under both state and federal regulations. While working on projects for military bases such as Tyndall Air Force, NSA, and Offut Air Force, we have diligently upheld compliance standards. Cotton understands the importance of following the guidelines required to complete projects successfully. Cotton has a demonstrative body of work providing emergency services, restoration, recovery, rebuild, and CapEx projects for FICURMA and the following Texas higher education institutions: University of Texas System, University of Houston System, Texas A&M System, Rice, Sam Houston, and Baylor.

FEMA Compliance Experience

University of Iowa - Iowa City, IA
Loss: Flood

- Stabilized, mitigated, and restored over two million square feet of on campus buildings and facilities.
- Services included debris “muck out”, removal, demolition, moisture readings/control, sanitation, dehumidification, and reconstruction services to healthcare, residential, academic, and athletic facilities.
- Assistance allowed for an elevated time line to return to normal operations.

Valley Baptist Medical Center - Harlingen, TX
Loss: Hurricane Dolly

- Large medical facility sustained hurricane damage.
- Stabilized, dehumidified, and restored several floors of the facility, including the neonatal, surgical, and emergency wings.
- Our turn key, reconstruction, single point of contact services stream lined communication for all parties.

Epoxy Products (Thermo Fisher Scientific) - Mountain Home, AR
Loss: Industrial Fire

- Fire, smoke, and soot restoration provided to laboratory and manufacturer.
- Certified Hazwoper technicians properly decontaminated the facility, resulting in minimal disruption for product production.

Cotton works to uphold all FEMA requirements. We have been on multiple projects under the associated requests pertaining to claims and projects requiring this standard. In addition, Cotton routinely works with risk managers, insurance brokers, and adjusters. Cotton will keep all parties informed on progress and status of the claim.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Cotton partners with Disaster Recovery Services, LLC. as a FEMA consultant to support documentation and compliance. We do this through customized disaster preparedness planning, real-time disaster response coordination, post-loss insurance, and FEMA recovery guidance to help your organization successfully navigate each phase of the process.

Pricing Approach

Cotton utilizes a time and materials method of recording billable items to calculate our invoice. Our employees sign in and out for shifts. All labor, materials, travel, and equipment usage are tracked with crew sheets. These documents are filled out and reviewed daily. A final review is conducted on completion of project. These log sheets are available to The City of St. Pete Beach throughout upon their request. All reimbursements are tracked through receipts, which are provided as the backup of our invoice. The project manager, project coordinator, and field accountant review every project before the final booklet and invoice are delivered. For construction, Cotton uses Xactimate software for unit cost pricing.

It is also standard practice that pictures and/or video be taken as documentation for FEMA and insurance purposes. Pending the size and situation of the project, Cotton will work with The City of St. Pete Beach to produce invoicing which is suitable per the requirements of the project at hand. Cotton can set up billing procedures on a weekly, bi-monthly, or monthly basis and will adjust accordingly as dictated by The City of St. Pete Beach.

No hidden costs or fees. Time and material prices are adjusted once per year and remain consistent even during periods of higher risk. There is no “CAT up-charge” pricing.

Pre-storm Asset Protection

Parker Baker and Leah Darr will work with The City of St. Pete Beach to provide preliminary planning, property walks, and site preparation overviews. He will also host live or virtual drills to plan for catastrophic scenarios. Meetings of this nature allow Cotton to become familiar with personnel, resources, geographic requirements, facility priorities, and an array of logistical opportunities that are pertinent to a quick recovery process. Cotton will gather detailed information and documents on what protocols are requested to ensure we are working to client specific standards. Part of the pre-assessment would also include meeting with facility/engineering directors to review BCP and DRP plans which may reflect best practices and measures that are most beneficial to The City of St. Pete Beach.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Work Plan

Pre-Loss
In the pre-loss phase, Cotton and The City of St. Pete Beach will need to determine which buildings are priority. That way, in the event of catastrophic damage, a plan will be in place to mobilize buildings in order of importance. We will collect any floor plans or disaster recovery documentation The City of St. Pete Beach has prepared. This will help during a federally declared disaster in order to ensure the public assistance process is completed in a timely manner.

During a Loss
When Parker Baker and Leah Darr is notified of a loss, whether it be before, during, or after working hours, a project manager will be assigned. Within four hours of the initial alert your assigned Cotton representative will be on site. A response team will be mobilized with any necessary extraction equipment or board up materials that may be necessary for the loss type. Once the property has been walked a mitigation plan will be created. Within 24 hours of the initial assessment a Do Not Exceed figure will be offered to The City of St. Pete Beach. This will allow the decision-making personnel to determine how they would like to proceed.

Once work has commenced and the project is underway, it is Cotton's standard to provide daily progress updates. We can adjust this frequency based on the preferences of The City of St. Pete Beach. These updates will take place until the completion of the job. Documentation is ongoing throughout the entirety of the project to ensure the body of work is adequately recorded for billing and permanent filing.

Post Loss
The invoice will be prepared by the administrative and operational staff at Cotton in a timely manner. We also offer a debriefing meeting at the request of The City of St. Pete Beach. This allows decision makers to come together to ensure the loss was handled correctly by Cotton, and that The City of St. Pete Beach is satisfied with the outcomes. Cotton likes to implement feedback into any future work as a means of continuous progress. Anything that could have gone differently may be discussed at these meetings.

On a federally declared disaster it is possible that FEMA consultation is necessary. Cotton will provide the documentation necessary to ensure reimbursement happens as swiftly as possible. If an outside FEMA consultant is brought in, Cotton will work side by side with them to ensure a smooth process. If a consultant is not brought in, Cotton will work directly with The City of St. Pete Beach.

Value Add

As a turnkey restoration company, Cotton follows emergency mitigation with our construction personnel on most of our projects. Cotton’s ability to provide emergency restoration, environmental remediation, reconstruction, and roofing services can help

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

reduce costs and down time through a streamlined process. Further, the Cotton division of branches is comprised of multiple specialized services that can bring additional value to a complex project.

Cotton maintains a 24/7/365 Watch operation that monitors the weather and current events throughout the United States. The Watch's operational detail consists of monitoring multiple open-source data points. One of these is NOAA which provides current storm reports for areas damaged by wind, hail, and tornadoes. In addition, the Watch also monitors local and national news outlets, emergency radios for dispatches on national storm related events, and social media posts regarding location specific losses.

For heightened preparation, Cotton utilizes our internal Common Operating Picture (COP) to track all properties in The City of St. Pete Beach portfolio within the area of concern. This provides critical information in pinpointing where specific damage is more likely. We can then communicate this ahead of time to minimize loss. Prior to threatening weather hitting a geographic area, Cotton is fully aware of the identified locations and will work to ensure we can provide swift emergency mitigation.

Emergency Response

Cotton has regional strategic partners with hospitality experience to provide internal labor, assets, and resources to simultaneously assist The City of St. Pete Beach known as our First Responders. For day to day small losses we may use a one of these partners who have a closer proximity to the loss to assist The City of St. Pete Beach. For complex large losses, we may use First Responders who can be on site faster to start water extraction as Cotton mobilizes to the loss.

Cotton houses over 10,000 pieces of restoration and emergency response equipment. Equipment or material resources utilized by Cotton beyond our standard capabilities are supplied through select nationwide companies which have the capacity to service locations by direct delivery to a project or Cotton's local warehouse.

Cotton Owned Equipment TAMPA	Qty
Air mover	110
Air scrubber	27
Dehumidifier	82
HEPA Vac	31
Extractor	8

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Cotton Owned Equipment FORT LAUDERDALE	Qty
Air mover	163
Air scrubber	38
Dehumidifier	90
HEPA Vac	20
Carpet Cleaner	3
Extractor	12

Cotton partners with first-rate companies and has developed a long-standing relationship that allows excellent response time. In addition to relying on our strategic partners, Cotton will place large scale equipment on rent prior to an expected catastrophic event, by request, to ensure The City of St. Pete Beach is serviced when required.

See below of our national contract providers:

- Sunbelt Rentals - Equipment Rental
- United Rentals - Equipment Rental
- Herc Rentals - Equipment Rental
- JCSA – Labor
- Premier Staffing – Labor
- Abatix - Consumables
- Aramsco – Consumables
- Disaster Recovery Services, LLC -FEMA Consultant
- Cat5 Resources – Equipment Rental Generators, Emergency Fuel, Packouts, Logistics

Structure

Project Coordinator

Assigned based on their experience, expertise, and geographic location relative to specific The City of St. Pete Beach needs. The project coordinator is responsible for the overall
communication and success of a project. Once completed with the project, Cotton's project coordinator will provide a detailed invoice with all essential back up and submit this information through the appropriate channel for payment.

Project Manager

Responsible for the day-to-day requirements of each loss and will be in command of all work taking place on site. In the event a change of scope is required, the Project Manager will notify all necessary parties prior to any modification and once approved the project will continue. Additionally, the Project Manager is responsible for all daily paperwork, which is used to capture labor hours and materials utilized for the job.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

To keep all appropriate personnel apprised of current progress, a Project Manager Report (PMR) will be completed daily and submitted to the appropriate point of contact.

Cotton's recommended organizational structure and ratio management is to have 1 Project Coordinator and Project Manager per project. Further recommendations include the use of 1 Cotton Supervisor per 10 laborers, which is an accepted industry standard for normal losses.

Site Safety Officer
Responsible for ensuring the safety of all workers, property, and pedestrians from start to finish. They have full authority to pause production if a safety infraction occurs or requirement is not being followed.

Material Procurement Officer
Assist the project manager with material procurement, selection sign offs, and establishing accelerated lead times with vendors and suppliers.

Records, Reports, Monitoring Systems, and Information Management

Cotton utilizes a variety of documents for all projects that are specifically designed to fit the unique nature of each job in addition to other records.

Scope of Work
The project requirements will be set in place by a Cotton generated Scope of Work. This will take into account the facility's urgent requests and areas of concern. It will provide a step-by-step process, estimated timeline, and budgetary figure for the current project.

Safety Assessments and Meeting Logs
Cotton's daily operations revolve around an emphasized culture of safety. Job hazard analysis report, site safety plans, and daily "toolbox" safety meetings are among some of the procedures. These ensure a safe working environment for all personnel involved in a restoration and recovery operation.

Project Manager Report (PMR)
The PMR will provide daily updates on completion of tasks, moisture surveys in the event of water damage, percentage of project completion through building diagrams, and total number of personnel, materials and equipment being utilized and/or stored for use within the facility.

Certificate of Completion
Upon completion of a project, Cotton personnel will walk the facility with The City of St. Pete Beach to ensure all details and requirements of the project were performed and completed as portrayed in the previously submitted Scope of Work. A signed Certificate of Completion may be requested by Cotton upon guarantee of satisfaction

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

with work completed.

Invoices
The final invoice will be submitted for review with an invoice recap page and associated backup documentation. For longer term and/or complex projects, progressive billing may be necessary and will be determined by Cotton and The City of St. Pete Beach.

Service and Warranty

Cotton has dedicated an entire department to our industry-leading, multi-level warranty program. These include, but are not limited to:

- **Level 1:** During the first-year coverage is provided by Cotton's one-year limited warranty, plus any applicable manufacturers' warranties.
- **Level 2:** A two-year mechanical systems warranty covers plumbing, electrical, air conditioning and heating systems.
- **Level 3:** If any manufacturer's defects related to the project are discovered by The City of St. Pete Beach & Cotton will act as the representative to have these issues addressed.

Cotton's quality assurance process outlines procedures that prevent mistakes and provide oversight to avoid problems while delivering services to customers. Two principles included in Cotton's quality assurance are: "fit for purpose" and "right first time". Cotton's QA includes management, production services, and an inspection process.

This quality management system comprises of the following:

- Quality Assurance (Decision-Making Competence)
- Staff Training
- Project-related Training Measures
- Internal Communication of Data Protection
- Storage and Security of Project and Research Records
- Product Liability
- Confidentiality

Communication Approach

Cotton will provide services associated with the current requirements of this RFP and prioritize The City of St. Pete Beach in all projects. Parker Baker and Leah Darr will partner with The City of St. Pete Beach to monitor and provide situational awareness. Our Customer Success team will provide concise communication on pending weather events which may pose a threat to locations within the portfolio.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Planning with The City of St. Pete Beach at the inception of our partnership will allow the parameters on communication to be established. Cotton provides the School District with multiple touch points and will always plan to have three forms of communication to include email, cell phone, SMS Text Groups, and SAT phone services.

Invoice Approach

Upon completion of a project, Cotton personnel will walk the facility with an appropriate point of contact in order to ensure all details and requirements of the project were completed as portrayed in the Scope of Work. The final invoice will be submitted for review with a recap page, detailed daily sheets showing individual labor hours and materials required for the project, and copies of all job specific receipts billed for the loss. In the event required, Cotton will submit further documentation to include job sign-in sheets, toolbox safety topics, photos produced for the project, and any additional backup that may be requested for review.

Safety Record Approach

Cotton is OSHA compliant and follows all the employer responsibilities under the standards. It is Cotton`s policy to provide all employees with healthy and safe working environments. To achieve this goal, the cooperation of all Cotton employees is required. Projects must be completed in the safest manner possible with the wellbeing of employees, The City of St. Pete Beach, the public, and property at the highest priority. Shortcuts and procedures that compromise safety will not be tolerated.

All supervisory personnel are expected to conduct their projects in strict compliance with federal, local, and company safety regulations. Supervisors can expect full support from management in enforcing the safety program. Failure of any Cotton employee to comply will result in disciplinary action, up to and including termination of employment. Contractors and sub-contractors are expected to follow these requirements. The Site Safety Officer (SSO) will conduct regular safety inspections and revise specific requirements as necessary.

Site Safety Program Objectives
Cotton Site Safety Program has been established to promote safety and minimize risks associated with all Cotton operations.

The goals of Cotton Site Safety Program are as follows:

- Incident and Hazard Free Work Environment
- Substance Abuse Free Workplace
- Continuous Safety Training to Achieve a Qualified Workforce
- High-level Efficiency and Quality

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Water Mitigation

Mitigation begins with the effective mapping of water migration. Then accurate measurements of water content in floor coverings, walls, and ceilings are provided. Based on these factors, Cotton' representatives along with building officials, will make the decisions regarding the practicality of drying areas, as opposed to removing and replacing. Cost concerns and building availability may necessitate the consideration of additional options. For example, the recovery time or costs from a water loss may be reduced by removing and replacing sheet rock rather than drying it out.

Commercial Large Scale Drying
At Cotton, we have powerful water extraction equipment for large scale drying projects to mitigate water damage. Specialized drying equipment such as trailer mounted dehumidifiers and desiccants are to accelerate the drying process. When working in a large commercial property, moisture removal and quick drying will help prevent mold growth. We track and record the moisture levels carefully. The progress is monitored until the moisture levels reach the dry standard in the structure, making it safe for the occupants to return to the building and for any necessary repairs to begin.

Repairs and Constructions
After successfully drying the structure, Cotton can complete repairs if needed. Putting back your commercial facilities to its pre-loss state as fast as possible is extremely important to returning to full business operations. If called upon during the mitigation phase of the project, Cotton will be measuring, ordering, and preparing to repair the structure as soon as it is dry with little to no interruption. If you are filing a claim, Cotton will work with your insurance company to get an agreed scope of work and price for the repairs.

Psychometrics and Equipment Usage

Cotton's approach to drying following a water loss is closely based on the standards set by the IICRC- S500-2015- Standard and Reference Guide for Professional Water Damage Restoration. (2015)

Psychometrics and standards are important, but the complete process has to be assessed to determine the best actions to take when drying an area.

The following steps are taken to determine how the affected area will be dried:

Category of Water

- **Category 1** - Originates from a clean water source (fresh water supply line)
- **Category 2** - Some level of contamination (gray water, sprinkler systems, etc.)
- **Category 3** - Contaminated (sewage, ground water run-off, flood)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Class of Water

Cotton assesses the initial amount of water and rate of evaporation based on the quantity and type of materials in the affected space.

This information falls into the following classes: (IICRC S500)

- **Class 1** (least amount of water, absorption, and evaporation): Water losses that affect only part of a room or area, or larger areas containing materials that absorbed minimal moisture. Little or no wet carpet and/or cushion is present.
- **Class 2** (large amount of water, absorption, and evaporation): Water loss that affect at least an entire room of carpet and cushion. Water has wicked up the walls < 24 inches. There is moisture remaining in structural materials (plywood, particle board, structural wood, VCT, concrete, substructure soil).
- **Class 3** (greatest amount of water, absorption, and evaporation): Water may have come from overhead. Ceilings, walls, insulation, carpet, cushion, and sub-floor in virtually the entire area are saturated.
- **Class 4** (Specialty drying situations): These consist of wet materials with very low porosity (hardwood, plaster, brick, concrete, light weight concrete, and stone). These types of losses may require longer drying times and special methods.

Dry Standard

The previous two steps are used to determine what materials will remain in place and to what level the remaining materials will be dried.

This standard can be established by:

- Evaluating the moisture content from known dry materials in an undamaged area of the structure.
- Using a dry standard that may have been established by the manufacturer of the materials for your specific geographical region.

Drying Goal

The information that you collect will assist in establishing a drying goal. A drying goal is a Cotton moisture level that may be the same or within an acceptable proximity of the dry standard.

Principals of Drying

IICRC has established four essential principles that provide successful drying and minimize the possibility of microbial development.

1. Excess Water Removal: Absorbing, draining, pumping, and vacuuming are methods for removing excess water from furnishings and structural materials. Water removal takes place in seconds or minutes, compared to evaporation and dehumidification of comparable quantities of water, which may take hours or days to accomplish.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

2. Evaporation: Rapid air movement from drying equipment increases the rate of moisture evaporation into the air, thereby reducing the surface moisture available to support microbial growth, along with evaporative cooling of structural and content components to further inhibit microorganism growth and amplification.
3. Dehumidification: Once moisture evaporates from materials, the relative (RH) and specific humidity (SH) of air increases, along with a corresponding increase in vapor pressure, which is the force exerted by substances in a gaseous state. Dehumidification lowers vapor pressure and draws moisture out of materials and into the air to expedite drying.
4. Temperature Control: Effective temperature control affects the rate of evaporation, the rate of dehumidification, and the ability of microorganisms to grow.

Excess Water Removal
Cotton uses the previously mentioned category, class, and standard to establish what materials are salvageable to remove any excess water.

Evaporation
Air moving devices are used to promote evaporation of the remaining water by moving air over the wet surface.

Overview of Offeror's use of psychometrics and equipment

The IICRC-S500 establishes that one air-mover should be placed for every 10-16 feet of linear wall. The outlet of each air-mover should be pointing in the same direction with the air-mover almost touching the wall at a 15 to 45 degree angle. In addition, at least one air-mover should be placed in each small closet, bathroom or other inset/ offset area.

Dehumidification
Air movement promotes evaporation making the ambient air more humid. It is necessary to remove the additional moisture from the interior air space to maintain rapid drying and prevent secondary damage.
Effective drying of structural materials requires that air in a structure should be exchanged based on the dehumidifier's ability to remove moisture.

Refrigerant Dehumidifiers
To determine an optimal moisture removal schedule the total volume of air is divided by the amount of water to be removed . This amount correlates into determining how many total dehumidifiers a space should have.

Desiccant Dehumidifiers
In areas where a desiccant dehumidifier is to be used, the same standard applies, but a more practical approach is determining what the optimal relative humidity should be to promote a drying environment (this may differ in areas based on the contents or structure that remains). A slower drying process may need to occur if antique furnishings or environmentally sensitive contents are present (books, art, research

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

equipment, or experiments).

Optimal relative humidity % is established and a determination of how many cubic feet per minute of dehumidification is needed. Faster or slower drying will determine a range from .5 cfm per hour up to 3 cfm per hour. This will assist in determining the size and quantity of dehumidifiers needed.

Monitoring

The damaged structure will be monitored daily throughout the restoration process. Technicians will establish a moisture content or drying goal for affected building materials.

Monitoring procedures include, but are not limited to, updating progress reports, moisture meter, temperature, humidity, and thermal camera readings. Monitoring also includes checking equipment operation, work progress, and indoor environmental quality. Psychometric conditions and moisture content measurements will be recorded daily. If an optimal drying environment is not present, Cotton will adjust drying procedures and equipment placement to increase drying capability.

Monitoring will also help determine if additional contents or building materials should be removed to assist with the drying process.

Fire Mitigation

Fire damage can be extremely devastating for a school. In addition to smoke and soot damage, water damages may also occur due to firefighting efforts or the building's fire suppression systems. Cotton will provide the essential rapid response, completing an initial damage assessment and developing a project plan once the site has been cleared for entry. Safety and security should always be the initial focus for the wellbeing of employees. Boarding up the buildings is priority, followed by the recommended cleaning, odor mitigation, and structural drying methods. Cotton has the experience and resources to secure, stabilize, clean, deodorize, and repair buildings following a fire loss.

A fire at one of The City of St. Pete Beach properties can create quite a bit of down time, it is our goal to minimize this period. There will be daily huddles with the selected personnel to ensure job progress each day and give The City of St. Pete Beach a good idea on how much, if any, down time is necessary at the property. If it is determined the damaged area can safely be contained and cleaned without disturbing the undamaged areas, that will be the number one goal at the beginning of the job.

Mold Remediation

Cotton is licensed for and performs mold remediation as an in-house service, but also works with several large contractors on other environmental issues. The project coordinator/manager is responsible for providing staff with proper training, PPE, and

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

materials. The project manager will work with building officials to engage an industrial hygienist to produce a remediation protocol to determine the correct cleaning methods while following state regulations. Any safety concerns involving employees, civilians, and the environment will be at the forefront of decision making . Cotton maintains and trains all mold remediation technicians in house and has multiple employees holding a mold contractor license.

Microbial Growth
Signs of potential microbial growth should be addressed before additional damages occur. Mold growth occurs due to an elevated moisture condition, either from a water leak or a humidity issue. Locating the source of elevated moisture levels and correcting should always be the first step prior to removing growth.

Here is a general guide of the mold removal process that you can expect on your property:

Mold Testing
Before any work begins, you need to get the suspected area tested by an industrial hygienist. The IH will provide you with a written protocol which will act as the step by step procedure to follow for the mold remediation. Cotton does not perform mold assessments. Per state laws, a company that performs the remediation work cannot perform the assessment due to a conflict of interest. Through multiple industry relationships, Cotton can recommend several certified industrial hygienists or environmental professionals to perform the assessment.

Containment Barrier
The area where the mold is located needs to be correctly enclosed from the remaining parts of the structure to prevent cross contamination to unaffected areas of the facility. All vents and exposed areas will be closed and contained.

Air Quality Control
We set up air filtration devices to "scrub" the air to assist in removing airborne mold spores , setting up negative air pressure in the room makes sure the clean air is pushed outside of the containment area.

Building Material Removal
Removal of affected building material, if cleaning and encapsulating is not a plausible solution (drywall, baseboard, etc.).

Anti-Microbial Cleaning
We hand clean with an anti-microbial solution. All SOS sheets for anti-microbial products used will be provided to The City of St. Pete Beach prior to use for approval.

HEPA Vacuuming
We use HEPA vacuums to final clean the entire affected area.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Clearance Testing

Once all the mold is removed and the area is clean, the industrial hygienist will complete the air quality test for clearance. The goal here is to have the mold spore count at or below the count outdoors of the affected property. Once this happens, the structure is safe to re-enter and habitable.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Cotton Additional Services

As previously stated, Cotton is composed of several divisions that specialize in a variety of services available to all clients.

Cotton Logistics

Cotton Logistics specializes in providing fully functioning facilities and resources to support disaster relief, property restoration projects, development sites, or other temporary operations. When critical infrastructure is compromised due to a natural or man-made disaster; Cotton deploys necessary facilities that are portable, code-compliant, and can be rapidly mobilized.

Disaster Recovery Housing Mobile Units & Temporary Portable Trailers:
- Skid and Wheel-mounted Units
- Engineered Fabric Structures
- Mobile Crew Camp
- Shower, Restroom, and Laundry Trailers
- Hand Washing Stations
- Mobile Kitchen Units
- Temporary Power
- Potable Water
- Communications
- Waste Management

(Temporary Support Services: https://www.cottonlogistics.com/solutions/deployable-support-facilities/)

Cotton Culinary

A branch of Cotton Logistics that can provide complete emergency food services including hot breakfasts, hot/to-go style lunches, and hot dinners with a full salad bar, along with integrated food and facilities management services.

The Cotton Emergency Food Services team will comply with all hygiene, health, and sanitation requirements regarding kitchen workers, food preparation service, cleaning of facilities, equipment, utensils, and dinnerware. All personnel involved in preparing or serving food will have a medical clearance and a food handler's (safe-serve) certificate.

In addition, when working on a restoration or reconstruction project. Cotton can provide our employees food service which eliminates off site travel, and reduces time off the job, leading to more productivity.

(Emergency Food Services: https://cottonculinary.com/services/emergency-food-services)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Cotton Roofing

Our roofing division is a full-service commercial contractor specializing in emergency roof services and commercial building storm damage. We are certified in the application of a variety of roofing systems including modified bitumen, silicone or acrylic coatings, metal, TPO commercial roofing, and more. Whether it's a failing roof system or the result of loss from damages, it is vital that the integrity of a roof structure be restored as quickly as possible to minimize risk of further property damage. Our team can assess the project and provide commercial or industrial roof repairs, temporary roofing solutions, or new roof installation in a timely manner.

(Cotton Roofing: https://cottongds.com/commercial-roofing)

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Full Suite of Integrated, Synergistic Services Ranging from Emergency Response to Infrastructure Support

Cotton leverages its highly unique asset base and synergistic suite of service offerings to differentiate from competitors – the ONLY provider to offer restoration and infrastructure support services as a turnkey offering

Mitigation

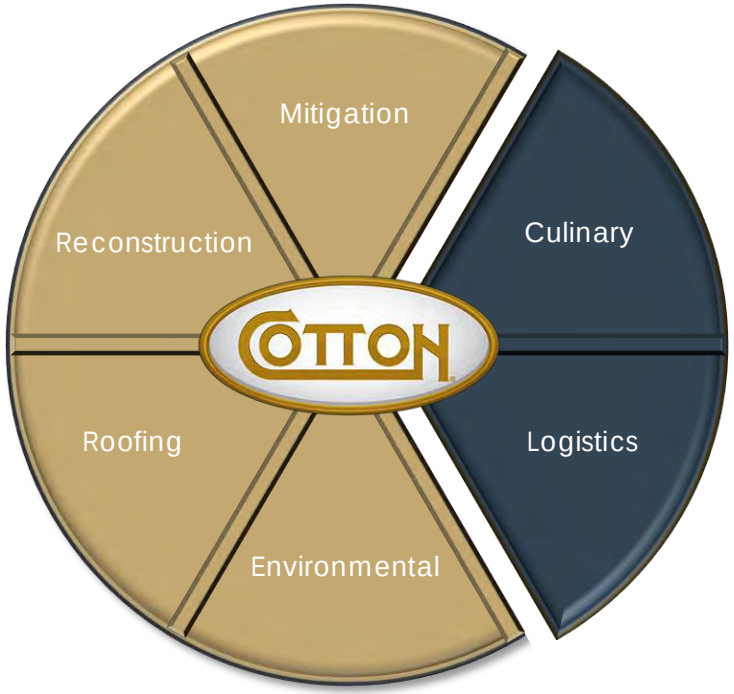
Assessment and first on-scene response to prevent further damage from water, fire and smoke-related events or contamination

Reconstruction

Demolition services, structural repairs, interior and exterior build-out

Roofing

Temporary and complete roof replacement, maintenance and service



Culinary

Remote site, corporate and emergency food service supporting isolated events and/or other Cotton projects

Logistics

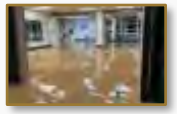
Temporary housing and modular accommodations, technical and consulting services and wraparound support services for isolated events and/or other Cotton Projects

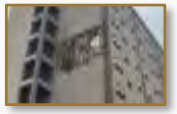
Environmental

Environmental remediation, hazardous waste cleanup, abatement and waste disposal

Restoration Services
Infrastructure Support Services ("ISS") [1]

Everyday Reoccurring Loss Events ⟷ *Area Wide Events / Complex Events*


Water Damage


Wind

Fire & Smoke

Mold

Power Loss

Pipe Burst

Biohazard

Hail

Hurricane

Migration Crises

Freeze

Service offerings support ALL loss events ⟶

COTTON HOLDINGS INC.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

TAB 4

QUALIFICATIONS & KEY PERSONNEL

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Qualification and Experience

Entity Name:	**Archdiocese of New Orleans**
Contact Name and Title:	Lee Eagan- Advisor to ANO
City and State:	New Orleans, LA
Phone Number/Email:	(504) 810-5838 lee@vhcollc.com
Years Serviced:	3
Description of Services:	Fire/Water Restoration, Construction

Entity Name:	**McNeese State University**
Contact Name and Title:	Kevin Martin- Director of Facilities
City and State:	Lake Charles, LA
Phone Number/Email:	337-475-5347 kmartin@mcneese.edu
Years Services:	3
Description of Services:	Fire/Water Restoration, Construction

Entity Name:	**Nicholls State University**
Contact Name and Title:	Danielle Breaux- Director of Facility Services
City and State:	Thibodaux, Louisiana
Phone Number/ Email:	(985) 449-7041 danielle.breaux@nicholls.edu
Years Serviced:	1
Description of Services:	Fire/Water Restoration, Construction

Entity Name:	**Texas A&M System**
Contact Name and Title:	Charles Longoria, Director of Risk Management
City and State:	College Station, TX
Phone Number/Email:	(979) 458-6237 clongoria@tamus.edu
Years Serviced:	10
Description of Services:	Fire/Water Restoration, Construction

Entity Name:	**University of Houston**
Contact Name and Title:	Wayne Brown, Director Risk Management
City and State:	Houston, TX
Phone Number/Email:	713.743.0414 wwbrown@uh.edu
Years Serviced:	12
Description of Services:	Fire/Water Restoration, Construction, Mold Remediation

Entity Name:	**FICURMA**
Contact Name and Title:	Ben Donatelli, Executive Director
City and State:	Tampa, FL
Phone Number:	813-929-6691
Years Serviced:	10
Description of Services:	Fire/Water Restoration, Construction, Mold Remediation

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Willow Ridge High School – Fort Bend ISD
Disaster Restoration for Mold and Asbestos
Estimated recovery cost $5,990,000.00
Square footage of effected space 792,000 square feet
Final payment issued 3/1/18
James Quinlan – Cotton Commercial USA, Inc. - Project Coordinator
Rick Rose – Cotton Commercial USA, Inc. - Project Manager
Dr. Mateba Harris – Assistant Principal - 1603 Chimney Rock Rd. Houston, TX 77053
Phone Number – (281)-634-3398

U of H Engineering 2 Hurricane Harvey remediation and reconstruction project
Disaster Restoration and Emergency Recovery Services contract
Estimated recovery cost $1,457,210.13 - Final recovery cost $1,457,210.13
Square footage of effected space 80,000
Hurricane Harvey natural disaster
Notice to proceed date 9/1/2017 Substantial completion date 1/19/2018
Final payment issued 2/12/2018
John Neiser – Cotton Commercial USA, Inc. - Project Coordinator
Joe Shanley – Cotton Commercial USA, Inc. - Project Superintendent
Kerry Prejean – U of H PM, 4211 Elgin St. Houston, TX 77006
Phone Number - (225)-279-6475
Account Relationship - 12 years

Bloomington ISD roof replacements and interior repairs
Executed Cotton service agreement
Estimated recovery cost $2,140,890.00 - Final recovery cost $2.1 Million
Square footage of effected space 79,000
Hurricane Harvey wind and water damage
Notice to proceed date 9/21/2017 Substantial completion date 5/21/2018
Final payment issued 5/22/2018
Craig Warren – Cotton Commercial USA, Inc. - Project Coordinator
William Figueroa – Cotton Commercial USA, Inc. - Project Superintendent
Misty Brasfield – Bloomington assistant superintendent
Phone Number – (361)-649-6871
Account Relationship – 3 years

Prairie View A&M University
Cotton provided emergency services from the water intrusion from Hurricane Harvey. The crew performed detail moisture maps of multiple affected buildings and removed affected drywall where insulation was found to allow proper drying and full recovery.
Disaster Restoration and Emergency Recovery Master Service Agreement
Estimated recovery cost $950,000.00; Final recovery cost - Still in Progress
Square footage of effected space 50,000
Hurricane Harvey natural disaster

Notice to proceed date 9/1/2017; Substantial completion date 4/30/2018
Kevin Thompson – PVAMU Project Manager, 580 Anne Preston Street, Prairie View, TX 77446
Phone Number - (281) 763- 8468

Sealy Jr. High
Water Damage from Storm Flooding was sustained by 40 plus rooms, hallways, and corridors. Cotton coordinated emergency restoration while maintaining building schedules. Turnkey services included water extraction, demolition, drying of materials, proper moister mapping, cleaning, and sanitation of effected areas.
Disaster restoration and emergency recovery services contract
Estimated recovery cost $285,00; Final Recovery cost $285,000
Estimated square footage of effected space 30,000
Notice to proceed date 06/09/2021; Substantial completion date 06/20/2021
Joseph Deboest – Cotton Commercial USA, Inc. - Project Coordinator
Mike W. Zapalac - Sealy ISD – Maintenance Facility Manager –
Phone Number - (979) 885-3516 Ext. 5013

U of H University Lofts Fire
Damage from a fire on the 4th floor was sustained by much of the 4th, 3rd, 2nd and 1st floors including main corridors, open areas and student areas. Cotton coordinated emergency restoration and reconstruction while maintaining building schedules. Turnkey services included complete building dry out, remediation, proper moisture mapping and water damage rebuild throughout to like kind and quality finishes.
Disaster Restoration and Emergency Recovery Services contract
Estimated recovery cost $500,000.00; Final recovery cost $444,611.21
Square footage of effected space 38,000
Fire/Arson damage
Notice to proceed date 8/15/2022; Substantial completion date 1/27/2023
John Neiser – Cotton Commercial USA, Inc. - Project Coordinator
Mario Carrera – U of H Project Manager, mcarrer3@central.uh.edu.
Phone Number – (713)743-6410

Rice University Housing
Water Damage from pipe burst effecting 2 units. Cotton coordinated emergency. Turnkey services included water extraction, demolition, drying of materials, proper moister mapping, cleaning, and sanitation of effected areas.
Disaster restoration and emergency recovery services contract
Estimated recovery cost $8,364; Final Recovery cost $8,364
Estimated square footage of effected space 2,500
Notice to proceed date 12/06/2022; Substantial completion date 12/10/2022
Joseph Deboest – Cotton Commercial USA, Inc. - Project Coordinator
Morris Knight – Rice University Housing – H&D Maintenance Manager
Phone Number - (713) 348-5445

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Sam Houston State University - General Market Campus Dining Facility

Fire Damage from fire loss effecting Campus Dinning Facility, lobby, lockers, restrooms, and beverage station. Cotton coordinated emergency fire restoration. Turnkey services included HVAC cleaning, soot removal, demolition, deodorization, cleaning, and sanitation of effected areas.

Disaster restoration and emergency recovery services contract

Estimated recovery cost $112,585; Final Recovery cost $112,585

Estimated square footage of effected space 40,000

Notice to proceed date 06/18/2022; Substantial completion date 06/28/2022

Joseph Deboest – Cotton Commercial USA, Inc. - Project Coordinator

Matt Roberts – Sam Houston State University – Director of Facility Services – mattrobertsshsu.edu

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Past Performance

Cotton Commercial USA, Inc.
5443 Katy Hockley Cut Off Road, Katy, TX 77493
Unique SAM ID: VPRKW5GS6K17
CAGE Code: 46U86

Howard Wood - Business Development Cotton Logistics

(832)277-0141
howard.wood@CottonTeam.com

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Contract Number: 70FBR420C00000004
Contracting Officer: Karley Hoyt
FEMA COR: Tawanda Booker 202-655-8447
Location: Selma, AL
Project Dates: 9/30/20 – 12/16/20
Project Scope: Leased and staged 50 CLUs (250 beds) at a FEMA staging location in Selma, AL also had all supporting equipment and assets staged at other locations for rapid deployment if activated by FEMA. The project scope also included providing all supporting wrap around services.

Contract Number: 70FA3020P00000038 & Modifications
Contracting Officer: Daisy Joseph
FEMA COR: Tawanda Booker 202-655-8447
Location: Lake Charles, LA
Project Dates: 9/02/20 – 1/29/21
Project Scope: Included the purchase of 60 CLUs (300 beds) along with the delivery, setup, installation, facility management, housekeeping, maintenance, and demobilization in support of the FEMA response to Hurricane Laura in Lake Charles, LA

Contract Number: 75ACF121P00004 & Modifications
Contracting Officer: Evelyn Tyndell
HHS COR: Al Maynard 202-302-2328
Location: Midland, TX
Project Dates: 3/14/21 – 7/11/21
Project Scope: Provided facilities (both modular and soft side), infrastructure, resource procurement, food service, housekeeping, and COVID decontamination services for 700 beds and support staff in support of the UC EIS mission.

Contract Number: 75ACF121C00056
Contracting Officer: Evelyn Tyndell
HHS COR: Anthony Welch 301-704-1396 **Location:** Houston, TX
Project Dates: 4/13/21 – 4/17/21
Project Scope: Provided soft sided structures, laundry services, restroom trailers, shower trailers, and supporting infrastructure to existing facility location.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Contract Number: 75ACF121C0056 P00001
Contracting Officer: Evelyn Tyndell
HHS COR: LaShawn Scroggins 202-394-7507
Location: Albion, MI
Project Dates: 5/11/21 - 1/13/22
Project Scope: Provided facilities and personnel to an existing location to provide laundry service, housekeeping, COVID decontamination, and food service in support of a 229 bed UC EIS location.

Contract Number: 70FB8021C00000009
Contracting Officer: Sherwin Turner
FEMA COR: Tawanda Booker 202-702-3931
Location: Belle Chasse, LA & Baton Rouge, LA
Project Dates: 8/30/21 – 9/29/21
Project Scope: Mobilized, setup, deployed, and provided wrap-around and supporting services for 60 FEMA owned modular trailers (300 responder lodging pods) and demobilization in support of the FEMA response to Hurricane Ida.

Contract Number: 70FBR621C00000006
Contracting Officer: Sherwin Turner
FEMA COR: Tawanda Booker 202-702-3931
Location: Baton Rouge, LA / Slidell, LA / Amelia, LA / Raceland, LA
Project Dates: 9/2/21 – 3/31/22
Project Scope: Mobilized, setup, deployed, and provided wrap-around and supporting services for multiple sites ranging in size from 150, 300, and 500 beds in both modular (CLU) and mobile (RSU) formats along with demobilization in support of the FEMA response to Hurricane Ida. In total this comprised 7 sites supporting a total of over 2,200 beds.

Client: Ranco Group (KBR was prime)
Type of Contract: Sub-contractor
Location: Fort Bliss, TX
Project Dates: 8/30/21 – 12/31/21
Project Scope: Humanitarian Crisis in Texas providing Halal Catering Service for 15,000 Personnel 4x per day for Breakfast, Lunch, Dinner, and Midnight. Cotton provided all Kitchen Equipment, Kitchen Labor, and Kitchen Staff, along with QA and Housekeeping services for Multiple DFAC's.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Client: Fluor (Prime)
Type of Contract: Sub-contractor
Location: Holloman Air Force Base, NM
Project Dates: 10/11/21 – 1/31/22
Project Scope: Humanitarian Crisis in New Mexico providing Halal Catering Service for 5,000 Personnel 3x per day for Breakfast, Lunch, and Dinner. Cotton provided all Kitchen Equipment (Double Stack Ovens, Tilt Skillets, Hot Boxes, Reefers, Coolers, Dishwasher Trailer), Kitchen Labor, and Kitchen Staff, along with QA and Housekeeping services for DFAC.

Contract Number: 70FB8021D00000005
Task Order: 70FBR622F00000128
Contracting Officer: Sherwin Turner
FEMA COR: Tawanda Booker 202-702-3931
Location: Albuquerque, NM
Project Dates: 5/09/22 – 6/02/22
Project Scope: Mobilized 22 FEMA owned CLUs from the staging yard in Baton Rouge, LA along with wrap-around and supporting services and staged at the Expo New Mexico Convention Center and demobilized back to the FEMA storage yard in Baton Rouge, LA without deploying in support of the FEMA response to the New Mexico wildfires and DR-4652-NM.

Client: KBR (Prime)
Type of Contract: Sub-contractor
Location: Fort Knox, KY
Project Date: 5/24/22 – 8/03/22
Project Scope: Logistical Support for US Government at Fort Knox, KY, providing turnkey food service operations consisting of up to 3 meals per day to military population. Award of Disney DFAC's (6012, 5915, 5917) total of 3,222 personnel per day.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Contract Number: 70FB8021D00000005
Task Order: 70FBR422F00000108
Contracting Officer: Sherwin Turner
FEMA COR: Tawanda Booker 202-702-3931
Location: Hazard, KY
Project Dates: 8/05/22 – 1/18/23
Project Scope: Mobilized 53 FEMA owned CLUs from the staging yard in Baton Rouge, LA along with wrap-around and supporting services and deployed to Hazard, KY with full Responder Lodging Site services and then demobilized back to the FEMA storage yard in Baton Rouge, LA in support of the FEMA response to the Eastern Kentucky floods and DR-4663-KY.

Contract Number: 70RDAD21A00000013
Task Order: 70FBR423F0000007
Prime Contractor: Ranger Land Systems
Contracting Officer: Sherwin Turner
FEMA COR: Luis Delgado 303-202-8936
Location: Fort Myers, FL
Project Dates: 10/03/22 – 2/03/23
Project Scope: Mobilized and deployed a Responder Lodging Site at JetBlue Field in Fort Myers, FL consisting of 250 Wet RSU beds and 250 Dry RSU beds along with full wrap-around and facilities management operations. Also mobilized and deployed a second Responder Lodging site at the airport consisting of 150 RSU beds and provided full wrap-around and facilities management operations.

Client: CenterPoint Derecho
Type of Contract: Emergency Response
Location: Houston, Texas
Project Dates: 5/17-5/31
Project Scope: In the aftermath of the derecho storms in Houston, Texas, Cotton partnered with Centerpoint to support utility restoration efforts by deploying assets to eight emergency staging sites. These sites provided essential services, including freshly prepared meals served three times daily, clean temporary restrooms, office trailers, and a fully equipped DFAC tent. Cotton's swift action and comprehensive support ensured linemen and personnel had the resources needed to work effectively in challenging conditions.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

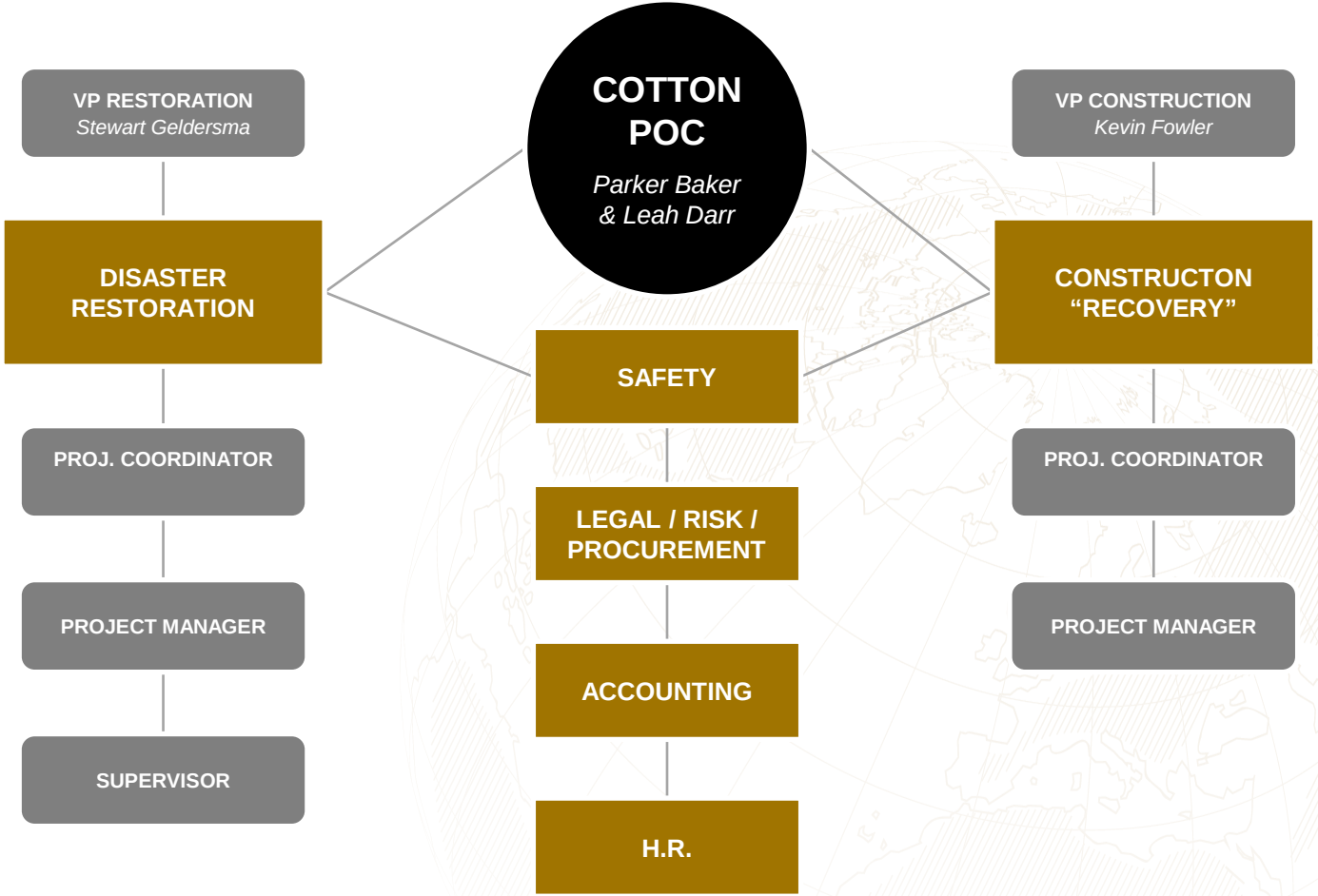
Contract Number: 70FB8023D00000007
Order Numbers: 70FBR624F00000088
Contracting Officer: Sherwin Turner
FEMA COR: Twanda Booker
Location: Roswell, New Mexico
Project Dates: 6/25/24-9/24/24
Project Scope: During the New Mexico fires in the summer of 2024, Cotton swiftly mobilized to establish a 300-bed man camp in Roswell, providing full wraparound services for FEMA responders. The camp offered comfortable accommodations, culinary services, restrooms, and other essential facilities, ensuring responders had the support needed to focus on critical relief efforts. Cotton's rapid deployment highlighted its commitment to delivering comprehensive solutions during emergencies.

Client: CenterPoint Beryl
Type of Contract: Emergency Response
Location: Houston, Texas
Project Dates: 7/9/24-7/20/24
Project Scope: In response to the devastating derecho storms in Houston, Texas, Cotton mobilized quickly to support Counterpoint's utility restoration efforts. Eight staging sites were established, complete with dining facilities serving three meals daily, temporary restrooms, office trailers, and a fully operational DFAC tent. These sites provided essential resources and support, ensuring linemen and personnel had everything needed to restore critical infrastructure efficiently and effectively.

Contract Number: 70FB8023D00000007
Order Numbers: 70FBR425F00000008 // 70FBR424F00000106
Contracting Officer: Sherwin Turner
FEMA COR: Cory Cummings
Location: Asheville, North Carolina
Project Dates: 9/30/24-11/29/24
Project Scope: FEMA contracted Cotton to set up three camps in North Carolina to provide shelter and support during emergencies. The largest, in Asheville, offers 750 beds and serves as a hub for western relief efforts. A smaller, localized camp in Boone has 50 beds, while the mid-sized Wilkesboro facility, with 150 beds, supports the surrounding foothill communities. Together, these camps ensure comprehensive disaster response across the region.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Client: Quanta
Type of Contract: Emergency Response
Location: Lutz, Florida
Project Date: 10/10/24-10/18/24
Project Scope: Cotton developed a 1,500-bed temporary lineman camp in Florida for Quanta Services, providing essential living accommodations and meal services for their workforce. Designed for efficiency, the camp offered durable housing and on-site dining to meet the immediate needs of the linemen during their deployment. Built for quick setup and removal, the camp ensured a practical and reliable solution for supporting large-scale operations in a temporary setting.


COTTON POC
Parker Baker & Leah Darr
VP RESTORATION
Stewart Geldersma
DISASTER RESTORATION
PROJ. COORDINATOR
PROJECT MANAGER
SUPERVISOR
VP CONSTRUCTION
Kevin Fowler
CONSTRUCTON "RECOVERY"
PROJ. COORDINATOR
PROJECT MANAGER
SAFETY
LEGAL / RISK / PROCUREMENT
ACCOUNTING
H.R.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

City of St. Pete Beach Dedicated Account Manager's

Parker Baker
VP BUSINESS DEVELOPMENT
24/7: 877-511-2962 / M: 281-932-3017
E: parkerb@cottonteam.com
W: cottongds.com

Leah Darr
NATIONAL BUSINESS DEVELOPMENT
24/7: 877-511-2962 / M: 813-440-7008
E: leah.darr@cottonteam.com
W: cottongds.com

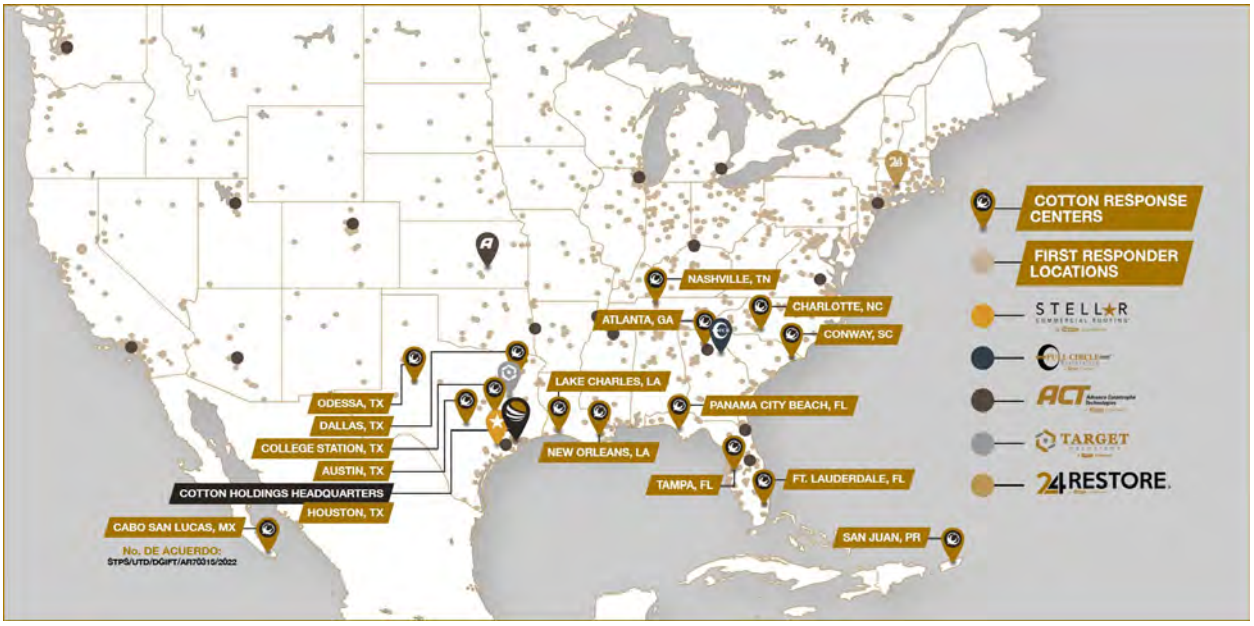
For the City of St. Pete Beach benefit, Cotton always emphasizes the importance to the City of St. Pete Beach and any client to have a backup 24-hour number to reach their Contractor in the rare event the primary contact is unavailable to answer their phone or is out of service range.

A live Cotton representative is available 24/7/365 at Cotton's headquarters to receive client inquiries or emergency notifications and request for service. The toll free hotline is (877) 511-2962.

Locations responsible for City of St. Pete Beach projects:

Primary Response
Tampa Field Office
7704 Industrial Lane
Tampa, FL 33637

Secondary Response
Fort Lauderdale Field Office
5370 Northwest 35th Terrace, Ste. 113
Fort Lauderdale, Florida 33309



Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

CORPORATE OFFICERS

COTTON HOLDINGS

Pete Bell

Founder & Co-CEO | Chairman

- 25+ years of experience managing disaster recovery operations on a global scale
- A visionary transforming the industry through strategic M&A transactions
- Holds a Bachelor of Business Administration from Sam Houston State University

Bryan Michalsky

President & Co-CEO

- 16+ years of experience in executive financial management
- Previously served as CFO for a utility construction company
- Holds a Bachelor of Business Administration from Sam Houston State University; is also a Certified Public Accountant

Randall Thompson

Chief Operating Officer

- 25+ years of experience in the insurance and disaster management industries
- Provides operational oversight for all Cotton subsidiaries, including day-to-day operations, meeting strategic goals, post-acquisition integration and ensuring operational excellence across the portfolio
- Holds a Bachelor of Business Administration from Sam Houston State University & is a U.S. Army Veteran

Kevin Freeman

Chief Financial Officer

- 30+ years of experience in finance and accounting
- Previously served in the Exploration and Production division of a large oil and gas company
- Holds a Bachelor of Accounting from the University of Oklahoma

Jeff Erler

Chief Legal Officer

- 25+ years of legal experience
- Extensive experience in private practice specializing in insolvency and creditor's rights, including bankruptcy-related litigation
- Holds a B.B.A. from Texas A&M University and a J.D. from Southern Methodist University

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

EXECUTIVE TEAM

COTTON GLOBAL DISASTER SOLUTIONS

COTTON GLOBAL DISASTER SOLUTIONS

James Scaife

President

- 25+ years of disaster management experience
- Prior experience in national disaster recovery and construction services
- Holds a Bachelor of Business Administration from Sam Houston State University

Russell White

Executive Vice President

- 20+ years of disaster management experience
- Prior experience in national disaster recovery, business development and project management
- Holds a Bachelor of Science in Wildlife Ecology from Texas A&M University

Chris Sneck

Executive Vice President

- 25+ years of construction experience
- Manages Cotton's Construction & Roofing divisions, with experience providing construction management services following 20+ hurricane events
- Holds a Bachelor of Business Administration from Sam Houston State University

Derek Clark

Senior VP of Sales, Operations and Strategy

- 17+ years of experience delivering world-class sales operations structures and go-to-market commercial initiatives
- Previously served as Director of Sales Operations for a large Fortune 100 company
- Holds a BBA from Kansas State University and a Master's in Business Administration from Rockhurst University

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

OPERATIONAL MANAGEMENT

COTTON GLOBAL DISASTER SOLUTIONS

COTTON GLOBAL DISASTER SOLUTIONS

Stewart Geldersma

EVP, Operations

- 25+ years of disaster recovery experience
- Prior experience in national disaster response operations, complex planning & organization, project scopes & budgets and both commercial & residential losses
- Studied Business Management at Sam Houston State University

Kevin Fowler

VP, Construction

- 25+ years of construction service experience
- Responsible for overseeing invoicing, contract negotiations, estimating & driving revenue goals for the Construction division
- Previously served as Superintendent, Estimator, Project Manager and Regional Director for Cotton prior to his current role

Tres Hurst

Chief of Staff, Crisis Action Team (CAT) Leader, Executive Oversight for Cotton International

- 26+ years of experience in the United States Army
- Prior experience in tactical operations and business continuity services
- Holds a Bachelor of Science from Sam Houston State University and a Master of Science from the Naval Postgraduate School

Brad Walker

National Logistics Manager

- 25+ years of logistical experience
- Prior experience in logistical support, project management and supervision for 15+ disaster response events
- Holds a Bachelor of Business Administration with a minor in BCIS from Stephen F. Austin State University

Jesse Casas

EVP of HSE

- 19 years of occupational safety and health experience in multiple industries
- Previously served as Director of EH&S for a national facility management provider
- Holds a Bachelor of Arts in Business Marketing from UTSA and a Master of Science in Occupational Safety & Health from Columbia Southern University

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

COTTON LOGISTICS

Johnny Slaughter

President, Cotton Logistics

Johnny Slaughter joined Cotton Commercial USA, Inc. in 2001 as a project manager and, since then, has been instrumental in Cotton's growth and the expansion of services. As the company grew, so did Mr. Slaughter's responsibilities at Cotton. After two years as a project manager, he was promoted to General Manager, then Regional Manager, followed by Vice President of Operations for Cotton's Integrated Services Division, a division that worked primarily with international and government projects.

In 2011, after Cotton responded and provided temporary housing to a large oil spill site, Mr. Slaughter was tasked with launching a new logistics division that could provide operational support and workforce housing to clients. Cotton Logistics officially launched in 2012, with Mr. Slaughter as Executive Vice President, and in 2016, he was named President of Cotton Logistics. As President, Mr. Slaughter has led the development of his division, which now includes workforce housing, temporary facilities, culinary services, and emergency response solutions. He is actively involved and oversees the progress of workforce housing camps from initial concept to camp commission and the eventual decommissioning of each camp.

With his results-driven leadership style and innovative thinking, Mr. Slaughter has successfully opened Cotton offices in Houston, Austin, Denver, Louisiana, and West Texas. In addition to launching Cotton Logistics, Mr. Slaughter has played an important role in launching other Cotton divisions, such as Cotton Culinary and Cotton's environmental division.

Slaughter earned his Bachelor of Business Administration from Sam Houston State University in 1993.

He and his wife reside in Katy, Texas.

SIGNIFICANT PROJECTS:

2001 - Tropical Storm Allison
2004 - Hurricane Ivan
2005 - Hurricanes Katrina and Rita
2008 - Hurricanes Dolly and Gustav
2010 - BP Oil Spill
2011 - Hurricane Irene
2018 - Hurricane Michael and Tropical Storm Alberto
2019 - Hurricanes Dorian and Barry
2020 - Hurricane Laura
2021 - Texas Winter Storm
2021 - Humanitarian Crisis
2021 - Hurricane Ida
2022 - Hurricane Ian

© 2023 Cotton Commercial USA, Inc. All rights reserved.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

COTTON LOGISTICS

Travis Bice

Executive Vice President, Cotton Logistics

Travis Bice joined Cotton Logistics in 2013, one year after the division was launched, and has proven to be an integral role in the division's growth. Mr. Bice began in Camp Operations, handling day-to-day tasks in our workforce housing facilities located throughout South and West Texas to Southeast Louisiana, but it wasn't long before he was assigned more responsibility as Camp Manager. In this role, Mr. Bice was able to gain more knowledge in camp operations and business development for the oil & gas industry. His leadership skills began to evolve, and seven years later, he is Executive Vice President of Cotton Logistics.

As EVP, Mr. Bice utilizes his expertise in facility operations, business development, financial analysis, and asset management to manage day-to-day operations for all of Logistics' lines of service: Logistics Operations, Logistics Construction, Fleet Management, Culinary Operations, Environmental Services, Rentals, and Emergency Response. He fully embraces the Cotton mantra of Operational Excellence and takes it upon himself to ensure his team is properly trained and well-equipped to deliver superior service, safely and efficiently.

Travis earned his Bachelor of Business Administration from Mary Hardin Baylor University in Belton, TX and currently resides in Hockley, TX with his wife, daughter and their two dogs.

SIGNIFICANT PROJECTS:

2014 - Texas City "Y" Oil Spill

2017 - Hurricanes Harvey

2018 - Hurricane Michael

2019 - Hurricane Dorian

2020 - Hurricane Laura

2021 - Texas Winter Storm

2021 - Humanitarian Crisis

2021 - Hurricane Ida

2022 - Hurricane Ian

Bahamas Emergency Response

Emergency Response for oil spills across the United States

© 2023 Cotton Commercial USA, Inc. All rights reserved.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

CRITICAL PATH MANAGEMENT

COTTON
GLOBAL DISASTER SOLUTIONS

CRITICAL PATH MANAGEMENT

PHASE 0 PREPARATION → PHASE I INITIAL RESPONSE → PHASE II RELIEF → PHASE III RESTORATION → PHASE IV STABILIZATION → PHASE V RECOVERY

BEST PRACTICES

OPERATIONS

Business Continuity
(Planning and Review)

Incident Command Management Convergence

Communications

TIME CONSTRAINED PLANNING

Complex Planning & Organizing

Task Organization

Accurate Information

PRICING, CONTRACTING, BILLING

Contracting / Pricing

Vendors / Suppliers

Insurance / Brokers

SCOPES OF WORK

Operational Timelines

Task Order Efficiencies

Credentialing

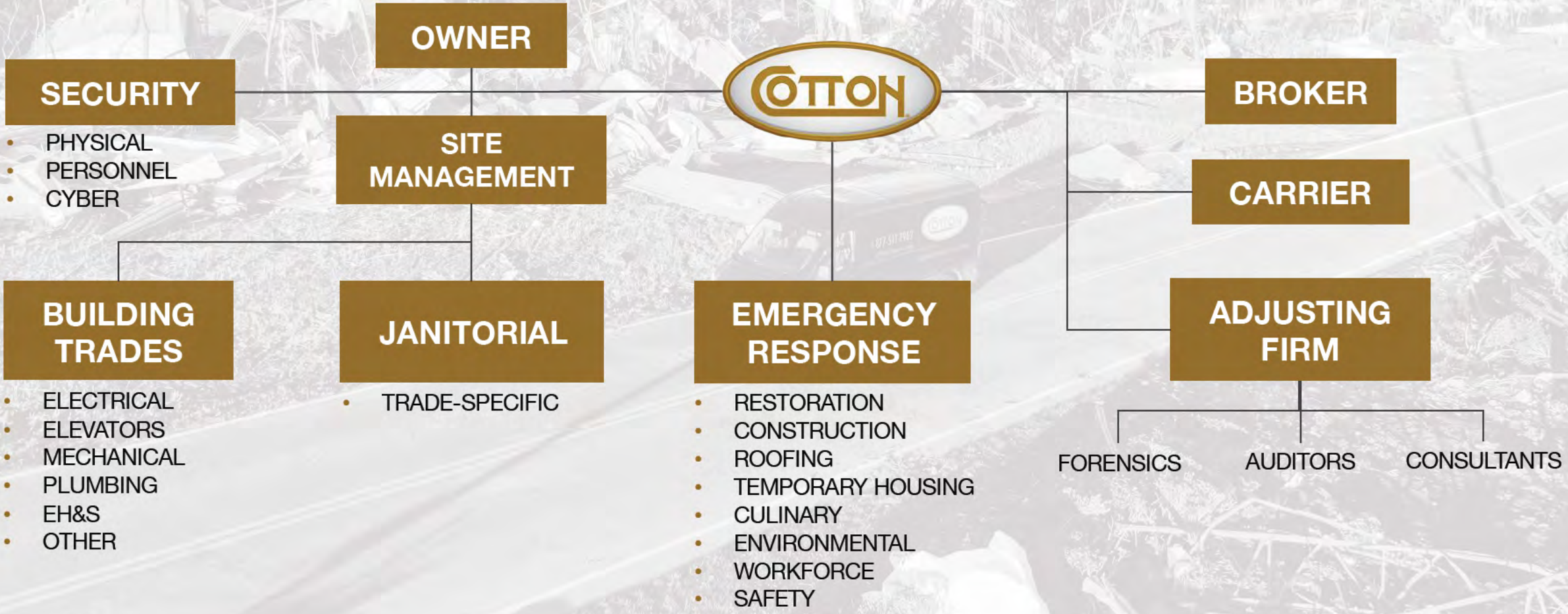
© 2022 Cotton Commercial USA, Inc. All rights reserved.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

SYNCHRONIZATION

UNDERSTANDING THE INSURANCE PROCESS

COTTON
GLOBAL DISASTER SOLUTIONS



© 2022 Cotton Commercial USA, Inc. All rights reserved.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Cotton's Business Intelligence Center Provides Unique Client Support

"The Watch" – 24/7 Cottons Unblinking Eye

- Cotton's Business Intelligence Center ("BIC") is a dedicated center for analyzing risk factors and criteria that have the potential to affect client facilities, allowing teams to operate efficiently and remain at the forefront of events
- Experienced and extensively trained team leverages proprietary techniques to monitor everyday losses with capability to flex operations during AWEs
  - 24/7 client and operations support coverage
  - Assistance with client business continuity plans
  - Event tracking of Cotton Clients
  - Distribution of client notices for impending events
  - Weather forecast tracking and predictive analytics

Preparation

Real-Time Geo-Plotting and Risk Analysis

CAT Scenario Analysis

Differentiator that enables Clients Decision Making Process

- At the forefront of disasters, the BIC is a critical asset to the Company's operations
- Client assets and Cotton assets are monitored
- Enables pro-active client response by monitoring potential business interruptions and risks

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Technology - Current Overview

Purpose	Tool/System Name	Description
Communications	Microsoft Teams	Business communication platform developed by Microsoft. Offering workspace chat, videoconferencing, file storage, and application integration.
	zoom	Video conferencing for remote situational awareness communications.
	satcom direct	Satellite phones for the Crisis Management Team members.
Weather Monitoring	NOAA / National Weather Service	Weather forecasts, warnings of hazardous weather, and other weather-related products.
	Tropical Tidbits	Tropical weather and Atlantic hurricane information, analysis, and forecasts.
	Interactive Hail Maps	Provider of meteorologist produced hail intel for the storm damage restoration industry.
All Hazards Threat Awareness	earlyAlert (situational awareness | preparedness | response | recovery)	All hazards situational awareness monitoring of all company locations.
Mapping Software	esri (The Science of Where)	Global market leader in geographic information system (GIS) software, location intelligence, and mapping.
Business Interruption	Dataminr, FIRE Notification, IPN (Real News. Real Time.), feeder, Broadcastify, twitter, NW Radio	Be the first to know about high-impact events and emerging risks to mitigate and manage crises more effectively.
News, Weather, Local Information	FOX, The Weather Channel, CNN, AccuWeather	National and local news channels for situational awareness.
Property Research	CoStar	Provides market-leading research on commercial real estate properties in nearly all markets and sub-markets, and it's updated continuously.
Contact	zoominfo	Integrated cloud-based platform provides comprehensive information to help find potential new customers.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

THE COTTON COMPANIES

COTTON — GLOBAL DISASTER SOLUTIONS

A leading global provider of emergency & non-emergency commercial restoration, disaster recovery, construction and cleaning solutions since 1996.

- Water Damage Mitigation
- Fire Damage Restoration
- 24/7 Disaster Response
- Construction

COTTON ROOFING

Full-service commercial roofing contractor specializing in capital improvement, new construction, restoration, permanent repairs and emergency services.

- Roof Analysis
- Maintenance Services
- Temporary Roofing
- Repairs & Installations

COTTON LOGISTICS

Worldwide operational & infrastructure support such as workforce housing, temporary facilities and other support resources associated with a catastrophic event or large-scale project.

- Temporary Facilities
- Workforce Housing
- Mobile Crew Camps
- Support Services

COTTON ENVIRONMENTAL SUPPORT SERVICES

Provider of environmental emergency response solutions including oil & hazardous material spills, environmental impacts, uncontrolled release containment and more.

- Spill Cleanup
- Asbestos Abatement
- Tank Cleaning
- Waste Disposal

ACQUIRED COMPANIES

Cotton partners with disaster recovery and environmental service companies that deliver high-quality services and exceptional value to their clients.

This allows us to pool our shared resources, increase our global footprint and provide emergency care more efficiently and effectively.

COTTON CULINARY — The Art of Catering

Top-rated culinary solutions such as grab-and-go merchandisers, event catering, food courts and cafeterias for anything from a black tie banquet to disaster relief food services.

- Emergency Food Services
- Remote Site Catering
- Industrial Catering
- Corporate Catering

STELLAR COMMERCIAL ROOFING — A COTTON COMPANY

A full-service commercial roofing company based in Houston, TX specializing in emergency roof services & building storm damage with certifications in a variety of roofing systems.

- Roof Analysis
- Temporary Roofing
- New Roof Installation
- Maintenance & Service Programs

FULL CIRCLE Restoration — A COTTON COMPANY

Single-source provider, from beginning to end, of disaster response & recovery services for the businesses of Atlanta, GA since 1997, with a speciality in insurance-claim facilitation.

- Restoration
- Environmental
- General Construction
- Disaster Recovery

ACT Advance Catastrophe Technologies — A COTTON COMPANY

A national restoration partner, founded in Wichita, KS in 2001, with a network of 300+ certified First Responders and one of the largest inventories of drying equipment in the nation.

- Water Damage Mitigation
- Fire Damage Restoration
- Disinfection & Sanitation
- Disaster Response

TARGET SOLUTIONS — A COTTON COMPANY

A full-service restoration and roofing company serving the state of Texas and beyond with over 400 years of combined construction, restoration, and roofing experience.

- Restoration
- Roofing
- Environmental
- Reconstruction

24 RESTORE — A COTTON COMPANY

A full-service damage restoration company with over 800 years of combined industry experience, specializing in repairing commercial and residential properties across New England.

- Disaster Restoration
- Environmental
- Reconstruction
- CapEx Projects

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

GLOBAL FOOTPRINT

24/7 Contact // Phone (877) 900 8030 **// Website** CottonCompanies.com

CORPORATE OFFICES

COTTON HOLDINGS WORLD HEADQUARTERS
840 West Sam Houston Pkwy N, 2nd Floor
Houston, TX 77024

COTTON GDS OPERATIONS HEADQUARTERS
840 West Sam Houston Pkwy N, 5th Floor
Houston, TX 77024

COTTON LCE OPERATIONS HEADQUARTERS
5443 Katy Hockley Cut Off Rd
Katy, TX 77493

U.S. FIELD OFFICES

ATLANTA FIELD OFFICE
800 Atlanta South Parkway, Suite 200
Atlanta, GA 30349

AUSTIN FIELD OFFICE
8219 Burleson Road
Austin, TX 78744

COLLEGE STATION FIELD OFFICE
6623 Elmo Weedon Road
College Station, TX 77845

DALLAS FIELD OFFICE
8400 John Carpenter Freeway,
Dallas, TX 75247

FORT LAUDERDALE FIELD OFFICE
5370 NW 35th Terrace
Ft. Lauderdale, FL 33309

FORT MYERS FIELD OFFICE
14241 W Jetport Loop, Unit 4
Fort Myers, FL 33913

HOUSTON FIELD OFFICE
3010 Claymoore Park Dr
Houston, TX 77043

COTTON MEDICAL OFFICE
8311 Knight Rd
Houston, TX 77054

MYRTLE BEACH FIELD OFFICE
2939 Highway 65, Bldg #2
Conway, SC 29526

CHARLOTTE FIELD OFFICE
3201 International Airport Dr, Suite 600
Charlotte, NC 28208

NASHVILLE FIELD OFFICE
5162 Hickory Hollow Parkway
Antioch, TN 37013

PANAMA CITY BEACH FIELD OFFICE
11935 Panama City Beach Parkway
Panama City Beach, FL 32407

SOUTHWEST LOUISIANA FIELD OFFICE
3010 Country Club Road
Lake Charles, LA 70605

NEW ORLEANS FIELD OFFICE
125 Mallard, Suite A
St. Rose, LA 70087

INTERNATIONAL OFFICES

CABO SAN LUCAS, MEXICO FIELD OFFICE
Boulevard Paseo de la Marina
39 Local J
Col: El Medano
Cabo San Lucas, BCS, Mexico
CP: 23450

PUERTO RICO FIELD OFFICE
Calle E Lote 17-A
Los Frailes Industrial Park,
Guaynabo, PR 00969

PORTFOLIO COMPANIES

STELLAR COMMERCIAL ROOFING HEADQUARTERS
6758 Northwinds Dr
Houston, TX 77041

FULL CIRCLE RESTORATION HEADQUARTERS
4325 River Green Pkwy
Duluth, GA 30096

ADVANCE CATASTROPHE TECHNOLOGIES HEADQUARTERS
4070 N Hoover Rd
Wichita, KS 67205

TARGET SOLUTIONS HEADQUARTERS
6900 N State Hwy 6
Waco, TX 76712

24 RESTORE HEADQUARTERS
10 Church St.
Easton, MA 02375

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

TAB 5

ADDITIONAL DOCUMENTS

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Litigation and Claims

From time to time, Cotton Commercial USA, Inc. is a part to litigation in the ordinary course of business. In the past five (5) years Cotton Commercial USA, Inc. has not been a party to litigation that would materially affect its business, financial condition, or operating results, or that would otherwise affect its performance under a contract with The City of St. Pete Beach Account.

Cotton Commercial USA, Inc., has not had any claims against any previous bonds for the past five (5) years.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Statement of Assurance

Cotton Commercial USA, Inc., is currently in compliance with all applicable laws and regulations of the State of Florida, as well as the ordinances and regulations of the City of St. Pete Beach, and is not in violation of any statutes or regulatory rules that could affect its operations.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

DUAL

January 22, 2025

RE: Cotton Commercial USA, Inc. – Bonding Capacity Letter

To Whom It May Concern:

DUAL Surety, on behalf of Axis Insurance Company, is the acting Surety for Cotton Commercial USA, Inc. At this time, we are writing to recommend Cotton Commercial USA, Inc. as a potential bidder. We have handled the surety needs of Cotton Commercial USA, Inc. for over one year and we would give favorable consideration to this project. While their available bond capacity depends to a large extent on the total work on hand at any given time, their current bond capacity is at least $50,000,000.00.

If Cotton Commercial USA, Inc. is awarded this project and requests that we provide the necessary performance and payment bonds, we will be prepared to execute the bonds subject to our acceptable review of the final contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of request.

Please be advised that our consideration and issuance of bonds is a matter solely between Cotton Commercial USA, Inc. and ourselves, and we assume no liability to third parties or to you if for any reason we do not execute said bonds.

Axis Insurance Company is rated A XV in the Best's Key Rating Guide and is listed in the Department of the Treasury's listing of Approved Sureties (Department Circular 570).

If we can provide any further assistance, please do not hesitate to contact me.

Sincerely,

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

Elizabeth P. Cervini
Attorney-in-Fact

cc: Adam Gutman, Axis Insurance Company

N/A

POWER OF ATTORNEY

Know All Men by These Presents: That **AXIS Insurance Company,** an Illinois property and casualty company, (the "Company") does hereby appoint:

Elizabeth P. Cervini, James M. DiSciullo, John E. Rosenberg, Matthew J. Rosenberg, and Melissa J. Hinde.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By:

Printed Name: Andrew M. Weissert

Title: Senior Vice President

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came **Andrew M. Weissert**, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

ANGELA GRUBBS
NOTARY PUBLIC
EXP. Dec. 13, 2025
FORSYTH COUNTY, GA

CERTIFICATION

I, **Frances R. Mathis**, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Andrew M. Weissert**, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 22nd *day of* January, 2025

By:

Printed Name: Frances R. Mathis

Title: Assistant Secretary

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

State of Florida
Department of State

I certify from the records of this office that COTTON COMMERCIAL USA, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on April 6, 2011.

The document number of this corporation is F11000001497.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 4, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0541658706CU

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

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

THERIOT, ANTHONY JOSEPH

COTTON COMMERCIAL USA, INC.
5443 KATY HOCKLEY CUTOFF ROAD
KATY TX 77493

LICENSE NUMBER: CGC1534674

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/25/2024

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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THERIOT, ANTHONY JOSEPH

COTTON COMMERCIAL USA, INC.
840 W SAM HOUSTON PKWY N SUITE 225
HOUSTON TX 77024

LICENSE NUMBER: CCC1334676

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/09/2024

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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MRSR3813 ISSUED: 05/25/2024
MOLD REMEDIATOR
RAFTER, CLIFFORD

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: JULY 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
MOLD-RELATED SERVICES LICENSING PROGRAM

LICENSE NUMBER: MRSR3813 **EXPIRATION DATE: JULY 31, 2026**

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

RAFTER, CLIFFORD
3702 DUKE FIRTH STREET
LAND O' LAKES FL 34638

ISSUED: 05/25/2024

Always verify licenses online at MyFloridaLicense.com
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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

IICRC®
Institute of Inspection Cleaning and Restoration Certification

Certified Firm

2025

be it known that:

COTTON COMMERCIAL USA, INC

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Joseph F. Dobbins

Joseph Dobbins
Chairman of the Board of Directors

70024744
Company #
12/31/2025
Valid Through

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cotton Commercial USA, Inc.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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 . . . . . ☐

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

840 W. Sam Houston Parkway N., 2nd Floor

6 City, state, and ZIP code

Houston, Texas 77024

Requester's name and address (optional)

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

2 0 – 2 7 0 2 8 1 0

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** 01-08-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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
Hub International Midwest West
203 N La Salle St Ste 2000
Chicago IL 60601-1245

License#: 100290819

CONTACT NAME:
PHONE (A/C, No, Ext): 312-922-5000 **FAX (A/C, No):** 312-922-5358
E-MAIL ADDRESS: CSUchicago@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity and Liability	38318
INSURER B : Oxford Insurance Company NC LLC	16817
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cotton Commercial USA, Inc.
840 West Sam Houston Parkway N
Houston, TX 77024

COTTCOM-02

COVERAGES **CERTIFICATE NUMBER:** 503362126 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	1000025965251	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	1000672962251	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	Y	See Attachment	6/1/2025	6/1/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

CERTIFICATE HOLDER

Specimen

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Workers' Compensation Coverage: All Other States

Policy Number: 1000005001

Effective: 6/1/2025-6/1/2026

Carrier: Starr Indemnity & Liability Company (NAIC# 38318) (AM Best Rating: A (Excellent))
Limits (Per Statute)

Bodily Injury by Accident – Each Accident: $2,000,000

Bodily Injury by Disease- Policy Limit: $2,000,000

Bodily Injury by Disease- Each Employee: $2,000,000

Worker's Compensation Coverage: FL

Policy Number: 1000005002

Effective: 6/1/2025-6/1/2026

Carrier: Starr Indemnity & Liability Company (NAIC# 38318) (AM Best Rating: A (Excellent))

Limits (Per Statute)

Bodily Injury by Accident – Each Accident: $2,000,000

Bodily Injury by Disease- Policy Limit: $2,000,000

Bodily Injury by Disease- Each Employee: $2,000,000

Stop Gap Coverage: WI, OH, ND, WY, WA & Puerto Rico

Policy Number: 1000005003

Effective: 6/1/2025-6/1/2026

Carrier: Starr Indemnity & Liability Company (NAIC# 38318) (AM Best Rating: A (Excellent))

Limits (Per Statute)

Bodily Injury by Accident – Each Accident: $2,000,000

Bodily Injury by Disease- Policy Limit: $2,000,000

Bodily Injury by Disease- Each Employee: $2,000,000

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

COMPLETE BUSINESS CONTINUITY

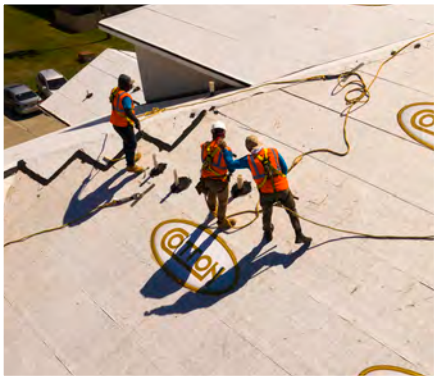
Our around-the-clock response provides the expert management, skilled manpower, cutting-edge technology, and innovative capabilities required to handle all aspects of a catastrophic event, man-made or natural.

RESTORATION

- 24-Hour Emergency Service
- Rapid Response and Mobilization
- Water Damage Restoration
- Fire Damage Restoration
- Catastrophe Management
- Structure Cleaning
- Deodorizing
- Dehumidification
- Desiccant/Refrigerant Drying
- Anti-Microbial Product Application
- Cleaning and Decontamination of Hvac Systems
- Wet Document and Vital Records Recovery and Restoration, Including Freeze Drying Services
- Removal and Disposal of Wet Materials
- Daily Monitoring and Recording of Moisture Levels
- Content Cleaning, Manipulation, and Inventory
- Emergency Power
- Electronics and Data Recovery

CONSTRUCTION

- General Construction
- Emergency Board-Up
- Interior Build-Out
- Exterior Building Envelope
- Selective Demolition and Heavy Demolition
- Capital Improvement
- ADA Compliance
- Code Compliance
- Structural Repairs
- Interior Finish Out
- Mechanical, Electrical, and Plumbing
- Identifying and Repairing Hidden Damage
- Expedited Construction Schedules
- Working with Insurance Adjusters to Develop Scope and Estimate
- Temporary Shoring
- Repositions



ROOFING

- New Roof Installation
- Roofing System Replacement
- Disaster Assessment
- Temporary Roofs
- Repairs and Maintenance
- Leak Investigation
- Warranty and Annual Inspections
- Damage Assessment (Wind Uplift and Hail Assessment)

Installation and Warranty of Most Major Roof Systems Including:

- TPO
- EPDM
- Spray Polyurethane Foam
- Coating
- Built Up
- Modified Bitumen
- Metal
- Architectural and 3-Tab

COTTON GLOBAL DISASTER SOLUTIONS | COTTON ROOFING | COTTON LOGISTICS | COTTON CULINARY *The Art of Catering* | ONEEDGE TEMPORARY WORKFORCE HOUSING

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

ENVIRONMENTAL RESPONSE

- Mold Remediation
- Asbestos Abatement
- Lead Remediation
- Oil Spill Response and Cleanup
- Forensic Cleanup
- Chemical Spill Response and Cleanup
- Highway/Transportation Spills
- Confined Space Entry/Cleaning
- Oil Water Separator/Sump Cleaning
- Laboratory Clean-Up

LOGISTICAL SUPPORT

Workforce Housing

- Modular and Fabric Structures
- Design and Installation
- Crew Quarters
- Kitchens and Dining
- Recreation
- Office and Classroom

Construction

- Land Acquisition
- Engineering and Surveying
- Land Clearing and Excavation
- Parking and Lay Down Yards
- Site Design
- Permitting
- Infrastructure
- Utilities
- Pad Site
- Landscaping
- Perimeter Control

Temporary Facilities

- Shower and Restroom Trailers
- Mobile Kitchen Units
- Mobile Laundry Units
- Mobile Command Centers
- Wastewater Treatment Plants
- Potable Water Supply

Camp Management

- Guest Relations
- Housekeeping
- Laundry
- Security
- Maintenance
- Culinary Services

CULINARY

- Remote Site Catering
- Emergency Food Services
- Corporate Catering
- Onelodge Food Services
- Business Dining

CONSULTING

- Disaster Plan Integration / Review
- Site Improvement Assessments
- Training, Drills, and Tabletop Exercises
- Management, Oversight, and Direction of Clients and/or Vendors
- Clerk Services, Estimating, and Loss Evaluation

INTERNATIONAL

- Liaison Officer to Corporate Headquarters
- Liaison Officer to Forward Location
- Project Management Team to Forward Location

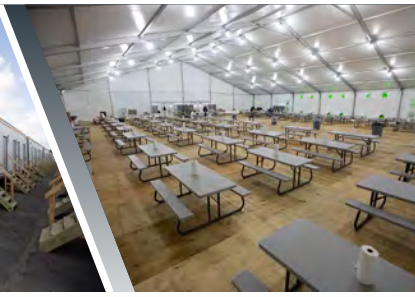
Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

COTTONLOGISTICS.COM | GOVERNMENT@COTTONTEAM.COM
DIRECT: 281.932.0171 | 24/7 HOTLINE: 877.441.1684

COTTON

CAPABILITIES STATEMENT

Cotton Logistics offers 24/7 support, comprehensive temporary facilities, workforce accommodation solutions, construction assistance, environmental management resources and emergency food services tailored to aid in disaster relief, restoration projects and a variety of operational scenarios across multiple industries. Leveraging over two decades of experience and specialized knowledge, Cotton expertly crafts customized resource plans to meet the specific needs of virtually any project or challenge. With strategic locations throughout the U.S., Mexico and the Caribbean, Cotton is exceptionally positioned to swiftly deploy resources for diverse and unique operational demands.



CORE COMPETENCIES

Strategic Infrastructure Solutions

- **Turnkey Base Camps:** State-of-the-art, fully operational base camps equipped for immediate use & designed to support large-scale operations in any environment
- **Temporary Structures:** Innovative, custom-engineered structures providing flexible, rapid deployment options for critical project needs
- **Workforce Housing:** Premium, scalable housing solutions offering superior comfort and security for teams in remote and challenging locations

ADVANCED RESOURCE MANAGEMENT

- **Water & Wastewater Services:** Advanced management systems for water resources, featuring cutting-edge treatment technologies to ensure sustainability and compliance
- **Environmental Support Resources:** Comprehensive environmental management services designed to minimize ecological impact while maximizing operational continuity
- **Portable Restrooms, Shower & Laundry Trailer Rentals:** High-end sanitation facilities ensure optimal hygiene and comfort with eco-friendly features

COMPREHENSIVE OPERATIONAL EXCELLENCE

- **Project Management:** Elite project oversight that employs rigorous methodologies to ensure flawless execution and exceptional outcomes
- **Temporary Labor and Staffing:** Strategic staffing solutions that provide skilled personnel tailored to enhance project efficiency and success
- **Food Services & Catering:** Gourmet catering and nutritional planning crafted to support workforce wellbeing during high-demand operations
- **Emergency Food Services:** Rapidly deployable, high-quality meal solutions for disaster relief and urgent scenarios that ensure sustenance and morale are maintained

CODES & CERTIFICATIONS

NAICS CODES: 561210, 562998, 562991, 624230, 532298, 722310, 722330, 541614, 561720, 561990, 561320, 812331, 812320, 532289, 532490

CAGE CODE: 46U86
UEI: VPRKW5GS6K17
GSA: 47QRAA22D004M
DUNS NUMBER: 119792633
DHS FEMA IDIQ CONTRACT NUMBERS: 70FB8023D00000007, 70FB8021D00000005

WHY CHOOSE COTTON

- 24/7 SUPPORT
- RAPID RESPONSE
- WORLDWIDE SERVICES
- 25+ YEARS EXPERIENCE

V.2023.1

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

SCAN HERE TO LEARN MORE

TURNKEY RESPONSE SERVICES

COTTON

INDUSTRIES SERVED: ENVIRONMENTAL | INDUSTRIAL | REFINERIES | ENERGY | OIL & GAS | MEDICAL | EDUCATION | GOVERNMENT | PETROCHEMICAL

FEMA

EMERGENCY RESPONSE

Cotton Commercial USA has demonstrated exceptional capability in emergency response, managing the setup and operations for the Federal Emergency Management Agency (FEMA) during Hurricane Laura under contract number **70FA3020P00000038** and modifications and Hurricane Ida under contract numbers **70FB8021C00000009** and **70FBR621C00000006**. Our comprehensive services included the delivery, installation and management of over 2,500 CLUs and essential wrap-around solutions, such as facility management, housekeeping and maintenance, across multiple sites in Louisiana.

CATERING SERVICES

Specializing in high-volume, culturally specific catering, Cotton has managed extensive food service operations, notably providing Halal catering for up to 15,000 personnel daily at Fort Bliss, TX, under a subcontract with KBR and serving 5,000 personnel at Holloman Air Force Base in New Mexico under a subcontract with Fluor. These operations included comprehensive kitchen and staffing solutions, which are crucial during humanitarian crises.

ENVIRONMENTAL SUPPORT SERVICES

Our environmental support services have been integral to our operations supporting the Department of Health and Human Services (HHS) in projects in Midland and Houston, TX, under contract numbers **75ACF121P00004** and **75ACF121C00056**. We implemented extensive COVID decontamination processes along with our standard environmental safety measures.

TEMPORARY FACILITIES

Serving the Department of Health and Human Services (HHS) in Midland and Houston, TX, under contract numbers **75ACF121P00004** and **75ACF121C00056**, Cotton provided modular and soft-sided facilities quickly and efficiently. These temporary structures supported essential operations, including resource procurement and comprehensive infrastructure setup.

FEMA

RESPONSE SUPPORT UNIT (RSU)

Our mobile crew camps have provided essential lodging solutions swiftly and reliably for the Federal Emergency Management Agency (FEMA). Notable deployments include our responses to the New Mexico wildfires and DR-4652-NM under task order **70FBR622F00000128** and the floods in Eastern Kentucky and DR-4663-KY under task order **70FBR422F00000108**, during which we managed multiple sites equipped with full-service facilities.

FACILITY WRAP-AROUND SERVICES

At JetBlue Field and Fort Myers Airport in Florida, under task order **70FBR423F0000007** for the Department of Homeland Security, Cotton managed extensive responder lodging sites with telehealth capabilities and a full array of wrap-around services. These operations showcased our expertise in handling demanding facility management needs during critical operations.

5443 KATY HOCKLEY CUT-OFF ROAD, KATY, TEXAS 77493

877.441.1684 | COTTONLOGISTICS.COM | GOVERNMENT@COTTONTEAM.COM

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

COTTON LOGISTICS

TEMPORARY FACILITIES

24-HOUR CALL CENTER | 877.441.1684

INDUSTRIES SERVED

UTILITIES | INDUSTRIAL | REFINERIES | PUBLIC SECTOR | TRANSPORTATION
RESTAURANT | HOSPITALITY | MEDICAL | EDUCATION

SKID & WHEEL-MOUNTED UNITS

PORTABLE RESTROOMS
Mobile restroom trailers, port-o-lets, hand wash, and sanitizing stations are available to support your project or special event. ADA compliant units available.

SHOWER TRAILERS
Conditioned, private stall shower trailers can be mobilized to accommodate the needs of your workforce for special events, projects and emergency response situations.

REMOTE FOOD SERVICE
Extensive fleet of mobile kitchen trailers and temporary dining solutions allowing efficient services for staff and emergency response teams.

LAUNDRY TRAILERS
Mobile and modular laundry trailers that include heavy-duty washer and dryer units for handling large volumes of laundry.

TEMPORARY HOUSING UNITS
Available private and shared bathroom units offer your workforce a private, comfortable space to rest during off-hours.

TEMPORARY OFFICES
Modular and mobile work spaces available in single or multi-floor configurations for temporary or remote project support.

SUPPORT SERVICES

- Janitorial Responsibilities
- Freshwater Delivery
- Wastewater Removal
- Emergency Power
- Fuel Support
- On-Site HSE Personnel
- Wireless Internet

COMMON ASSET USES

- Field Offices
- Mobile Command Centers
- Additional Classrooms
- Hospital Waiting & Triage Facilities
- Temporary Workforce Housing
- Remote Site Catering
- Food Transport Vehicles

PHONE
877.441.1684

WEBSITE
COTTONLOGISTICS.COM

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

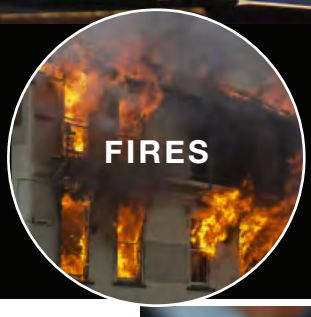
COTTON CULINARY

The Art of Catering

EMERGENCY FOOD SERVICES

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

From catering and temporary facilities, to labor, project management and restoration services, Cotton companies' specialized divisions can provide comprehensive and turnkey solutions for any disaster, when critical infrastructure and resources aren't available.



Cotton Culinary understands the complex demands of disaster situations and knows that an interruption in business mean loss of revenue for our clients. With two decades and counting of background in the disaster recovery industry, the Cotton brand of companies has been instrumental in providing emergency facilities and food support services in the midst of hurricanes, environmental mishaps and other natural and manmade incidents.

In the aftermath of a disaster, special precautions must be taken to protect the life, health and safety of all individuals participating in the response. Our personnel hold various OSHA trade certifications, carry Transportation Worker Identification Credentials and are trained in the Incident Command System. All local, state, federal and maritime regulations are strictly adhered to and personnel maintain proper personal protective equipment at all times while on the jobsite.

While capable of conducting a quick assessment and mobilizing resources to an event on short notice, we realize that proactively developing a site specific strategy mitigates loss and gets people back to work faster. We encourage our clients to take measures to safeguard against incidents and have protocols in place in the event the unexpected occurs. Working in conjunction with other Cotton divisions to develop contingencies for a wide variety of events such as hurricanes, spills or turnarounds, Cotton Culinary can tailor an emergency response plan specific to our client's business and property.

visit us online, www.cottonculinary.com

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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 statues, 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. <u>During the performance of this contract, the contractor agrees as follows</u>:

(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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

(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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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. <u>Federal Water Pollution Control Act</u>

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

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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/Pl 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 contacts 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.

Docusign Envelope ID: CA815963-C461-49C1-BA1A-57793934B8F9

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]

Certificate Of Completion

Envelope Id: CA815963-C461-49C1-BA1A-57793934B8F9 | Status: Completed

Subject: Complete with Docusign: City of St. Beach - Service Agreement (Disaster Recovery Assistance) 10...

Source Envelope:

Document Pages: 166 | Signatures: 1 | Envelope Originator:

Certificate Pages: 3 | Initials: 0 | kira ceker

AutoNav: Enabled | 840 W Sam Houston Parkway N

EnvelopeId Stamping: Enabled | 2nd Floor

Time Zone: (UTC-08:00) Pacific Time (US & Canada) | Houston, TX 77024

kira.ceker@cottonteam.com

IP Address: 74.124.32.70

Record Tracking

Status: Original
10/15/2025 11:16:37 AM

Holder: kira ceker
kira.ceker@cottonteam.com

Location: DocuSign

Signer Events	Signature	Timestamp
James Scaife jamess@cottonteam.com President LRIC Georgetown LP/Wietzman as management agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/8/2025 9:27:55 AM ID: fba56b2b-6e34-4d7a-93a4-3e22907ef241	Signed by: James Scaife FF5A8F0EF7E1418... Signature Adoption: Pre-selected Style Using IP Address: 74.124.32.70	Sent: 10/15/2025 11:17:28 AM Viewed: 10/15/2025 11:18:39 AM Signed: 10/15/2025 11:19:04 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/15/2025 11:17:28 AM
Certified Delivered	Security Checked	10/15/2025 11:18:39 AM
Signing Complete	Security Checked	10/15/2025 11:19:04 AM
Completed	Security Checked	10/15/2025 11:19:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cotton Holdings – Contracts (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cotton Holdings – Contracts:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kira.ceker@cottonteam.com

To advise Cotton Holdings – Contracts of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kira.ceker@cottonteam.com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cotton Holdings – Contracts

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kira.ceker@cottonteam.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cotton Holdings – Contracts

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kira.ceker@cottonteam.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cotton Holdings – Contracts as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cotton Holdings – Contracts during the course of your relationship with Cotton Holdings – Contracts.

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 is 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 "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 statues, 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. <u>During the performance of this contract, the contractor agrees as follows</u>:

(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.

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

(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.

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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. <u>Federal Water Pollution Control Act</u>

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

Docusign Envelope ID: E7EBEEA3-FB50-48DC-BC98-2CA385B3C34F

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/Pl 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 contacts 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 17th day of October, 2025.

Signed: Signed by: James Scaife FF5A8F0EF7E1418...

Print Name: James Scaife

Title: President

[END OF EXHIBIT]

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Authorize Collaboration with the Tampa Bay Regional Planning Council and National Wildlife Federation – Tampa Bay Coastal Master Plan

Action Request: Motion to authorize Collaboration with the Tampa Bay Regional Planning Council and National Wildlife Federation – Tampa Bay Coastal Master Plan and to designate the City Manager or designee as the liaison for participation and coordination activities.

Strategic Objective: Recovery, Resilience & Sustainability

Date: November 3, 2025

Prepared By: Gilbert Martinez, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: Staff recommends that the City Commission authorize the City of St. Pete Beach to participate as a partner in the Tampa Bay Coastal Master Plan initiative, led by the Tampa Bay Regional Planning Council (TBRPC) and the National Wildlife Federation (NWF).

Representatives from the National Wildlife Federation, on behalf of the Tampa Bay Regional Planning Council (TBRPC), will present an *Invitation to Collaborate* on the Tampa Bay Coastal Master Plan (TBCMP)—a regional, four-year, grant-funded initiative designed to strengthen coastal resilience and flood adaptation throughout the Tampa Bay area.

Modeled after Louisiana's successful Coastal Master Plan, this effort will create a coordinated, science-based roadmap for regional flood adaptation. The plan will identify flood-vulnerable communities and prioritize restoration, flood-risk reduction, and resilience projects addressing impacts from high tides, storm surge, rainfall, and projected sea level rise.

The TBCMP plans to:

- Illustrate current and future flood risks for the region's vulnerable communities and habitats.
- Develop a comprehensive database and dashboard for flood risk assessment, project prioritization, and implementation tracking.
- Encourage cross-jurisdictional collaboration among local governments, community organizations, universities, and environmental partners to align adaptation efforts and leverage funding opportunities.
- Promote nature-based solutions and habitat restoration projects that complement engineered flood protection systems.

Current partners include several regional counties and cities, the Southwest Florida Water Management District, the Tampa Bay Estuary Program, local universities, and community-based organizations. The TBRPC invites the City of St. Pete Beach to join as a collaborative partner, contributing to stakeholder engagement, project identification, and implementation planning.

Funding: There is no direct financial commitment associated with joining the TBCMP collaboration. Staff time may be required for participation in stakeholder meetings and data-sharing activities.

Attachments:

1. Coastal Master Plan_Overview slides_10min (1)

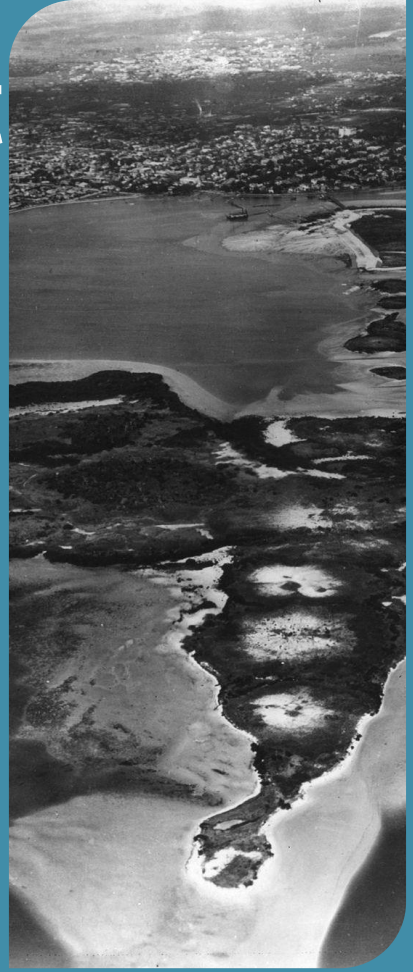
TAMPA BAY COASTAL MASTER PLAN

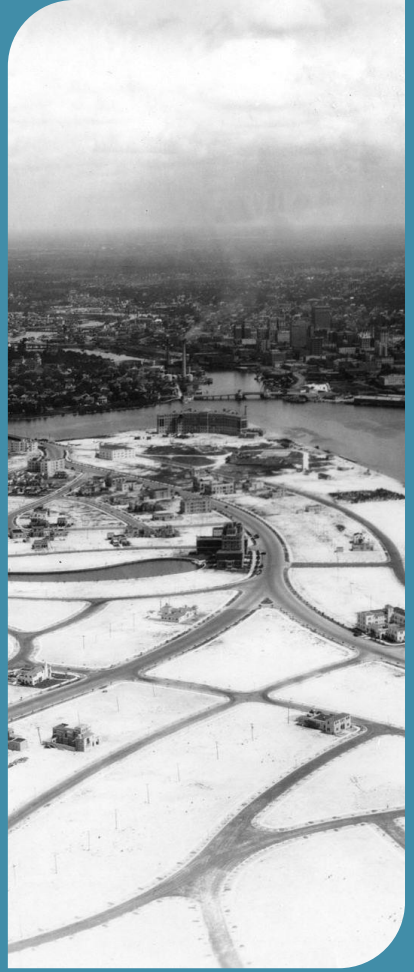
Flood Risk to Resilience

Prepared by: The Tampa Bay Regional Planning Council and Partners

Tampa Bay Coastal Master Plan

Development Patterns





A growing landscape of risk

Our counties face severe flood risk today and highest growth in flood risk over next 30 years.

(*The 3rd National Risk Assessment*, 2021)

WHAT'S AT RISK?

By 2045:

Tidal inundation	Sea level rise
$2.9 BILLION	$34 MILLION
property value loss	annual loss in taxes

By 2070:

Tidal inundation	Sea level rise
$16.9 BILLION	$238 MILLION
property value loss	annual loss in taxes

Source: Tampa Bay Partnership, 2022

Savings of $2.27 for every $1 spent on adaptation

(Tampa Bay Partnership, 2022)

Tampa Bay Coastal Master Plan

Building resilience through collaboration

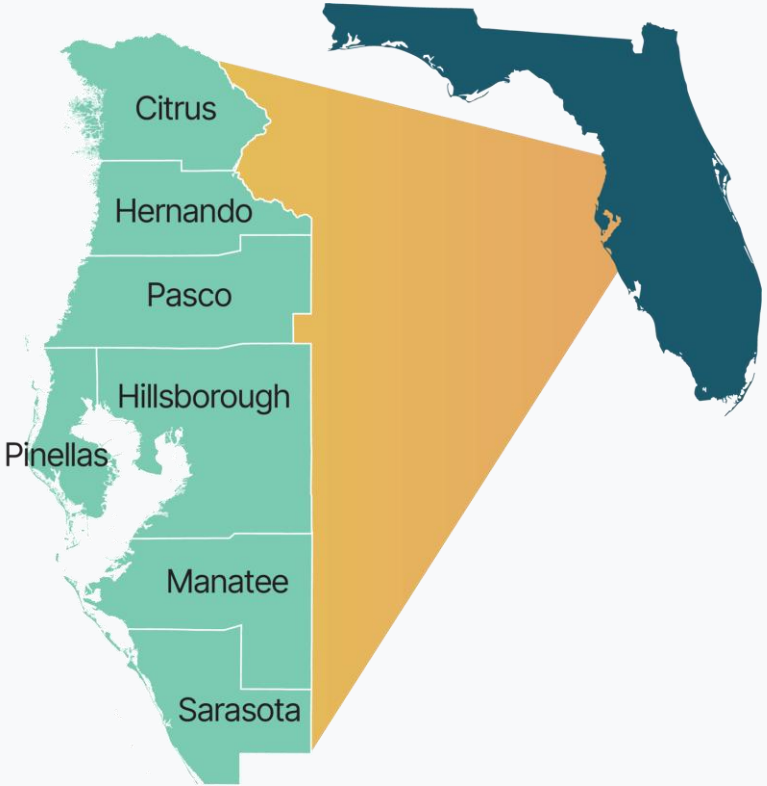
Tampa Bay Coastal Master Plan

PLAN'S AIM

This plan will illustrate flood risks for the region's vulnerable communities and habitats, proposing a coordinated suite of restoration and (non)structural flood reduction projects.

THE TBCMP WILL PROVIDE A **ROADMAP FOR FLOOD RISK PROJECT FUNDING AND IMPLEMENTATION**, BUILDING UPON ONGOING WORK BY THE TAMPA BAY REGIONAL PLANNING COUNCIL (TBRPC) AND PARTNERS

Coastal Master Plan Region



4,400
sq miles

More than
4 million
residents

COASTAL COMMUNITIES

INLAND COMMUNITIES

Goals

Tampa Bay Coastal Master Plan

01 Community flood risk reduction

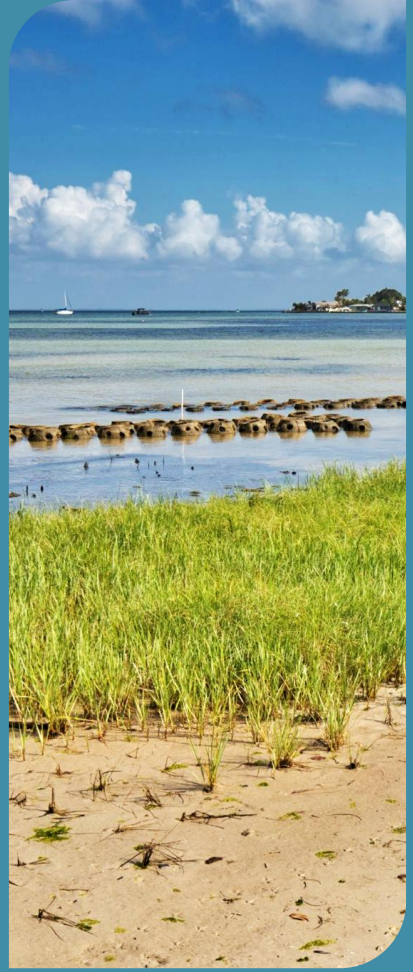
02 Habitat protection and restoration

Key phases

Tampa Bay Coastal Master Plan

STAKEHOLDER ENGAGEMENT	RISK ASSESSMENT	PROJECT DEVELOPMENT	FINAL PLAN AND DASHBOARD
Understand the communities	Understand the data	Create and prioritize solutions	Communicate the results

Nature-Based Solutions



Credit: Aaron Volkening

With support from

NATIONAL FISH AND WILDLIFE FOUNDATION

NFWF

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOAA

U.S. DEPARTMENT OF COMMERCE

The Nature Conservancy

reDirect

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources.

Current Partners & Collaborators

Environmental Organizations

- Tampa Bay Estuary Program
- National Wildlife Federation
- Tampa Bay Watch
- Tampa Bay Waterkeeper
- Ecosphere Restoration Institute

Universities/Research

- University of Florida/IFAS
- University of South Florida
- Stetson University
- University of Central Florida
- University of Tampa
- Gulf of Mexico Alliance
- The Water Institute

Community Organizations

- Progress Village Civic Council
- Florida Clinicians for Climate Action
- Alianza Center
- Institute for Equitable Development
- The Power of Help
- Dr. Walter L. Smith Library
- Tampa Heights Junior Civic Association
- Urban Progress Alliance Inc.

Local Government Agencies

- Southwest Florida Water Management District
- Hillsborough Planning Commission
- Environmental Protection Commission of Hillsborough
- Pinellas County
- Pasco County
- Manatee County
- Sarasota County
- Citrus County
- City of Crystal River
- City of St. Pete
- City of Oldsmar
- City of Dunedin
- City of Tampa
- City of Treasure Island
- City of Port Richey
- City of Holmes Beach
- City of Safety Harbor

Other Agencies

- Southwest Florida Water Management District
- MacDill Air Force Base
- US Fish and Wildlife Service
- USGS

Workgroups

COMMUNITY WORKGROUP

Help guide how we involve Tampa Bay communities in coastal resilience planning. Your voice will help shape the tools, messaging, and strategies we use to connect with residents and stakeholders.

TECHNICAL WORKGROUP

Contribute to the methods we use to assess flood risk and prioritize habitat restoration. This group plays a key role in shaping the science and data behind the plan's recommendations.

Scan to stay engaged with a group

In-person and virtual attendance options available.

COMMUNITY CONCERN COLLECTING WORKSHOPS & EVENTS

Fall 2025 - Spring 2026

- Three training workshops with community leaders, NGOs, and local government staff across region - **Fall 2025**
- Followed by community concern collecting events in each county - **Spring 2026**

Join us as a partner or participant!
Contact: Linda Seals, lseals@ufl.edu

NORTHERN REGION
October 22, 2025, 9am-4pm
Land O' Lakes Recreation Complex: 3032 Collier Pkwy, Land O' Lakes, FL 34639

SOUTHERN REGION
October 28, 2025, 9am-4pm
UF/ IFAS Extension Manatee County: 1303 17th Street W Palmetto, FL 34221

CENTRAL REGION
November 13, 2025, 9am-4pm
Tampa Bay Regional Planning Council: 4000 Gateway Centre Blvd, Suite 100, Pinellas Park, FL 33782

OUR COAST, OUR FUTURE.

A ROADMAP FOR FLOOD RISK PROJECT FUNDING AND IMPLEMENTATION

CoastalTampaBay.org

Mandy Moore
moorea@nwf.org

Tampa Bay Coastal Master Plan

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Resolution 2025-25: Authorizing the demolition of the Shuffleboard Building

Action Request: Motion to adopt Resolution 2025-25 to authorize the City Manager to execute an agreement with PAW Materials Inc, d.b.a. PAW Demolition for demolition services of Shuffleboard Building at 101 9th Avenue.

Strategic Objective: Recovery, Resiliency & Sustainability

Date: November 3, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: It has been determined that the Shuffleboard Building, located at 101 9th Avenue, must be demolished due to severe and irreparable damage sustained during Hurricanes Helene and Milton. These hurricanes caused extensive damage to public buildings citywide, including the Shuffleboard clubhouse building, which is no longer safe or functional.

After careful evaluation and consultation with City staff, insurance representatives, and FEMA, the City Manager determined that demolishing the existing structure is in the best interest of residents and property owners to ensure public safety and support future redevelopment of the site.

To obtain demolition services, the City requested three quotes from qualified vendors. The lowest qualified quote was received from PAW Materials, Inc., dated March 4, 2025, in the amount of $8,143.00. This amount falls within the City Manager's spending authority pursuant to Section 2-286(a) of the City Code of Ordinances. An updated quote will be requested prior to purchase order issuance to ensure cost accuracy at the time of service.

Demolition of the damaged Shuffleboard Building is

necessary to remove safety hazards and enable the City to plan for a new, resilient public facility. The work will include full demolition, debris hauling and disposal, site restoration, and compliance with applicable environmental and safety regulations.

This action supports the City's ongoing post-storm recovery and resilience efforts, allowing the City to:

- Eliminate a structurally unsafe and non-functional facility.
- Mitigate public safety risks to nearby residents and visitors.
- Advance the redevelopment of the property for future community use.
- Maintain compliance with FEMA reimbursement and insurance claim documentation requirements.

Funding: 301.5410.562000 Buidlings ($82,938)
Insurance after cash value (ACV $94,191.14)

Attachments:

1. Resolution 2025-25
2. PAW Demo Quote
3. Shuffleboard Presentation 11.03.2025

RESOLUTION 2025-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PAW MATERIALS, INC., D.B.A. PAW DEMOLITION TO DEMOLISH SHUFFLEBOARD BUILDING 101 9TH AVENUE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to demolish the Shuffleboard Building located at 101 9th Avenue St. Pete Beach due to irreparable damage suffered during Hurricanes Helene and Milton.

WHEREAS, Hurricanes Helene and Milton passed through St. Pete Beach and the effects have been widespread throughout the City causing extensive damage to public buildings; and

WHEREAS, the City Manager has consulted with staff, Mayor and Commission and determined it is in the best interest of the residents and property owners of the City of St. Pete Beach to demolish the Shuffleboard Building to provide for the construction of a new facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the agreement with PAW Materials, Inc., d.b.a. PAW Demolition.

SECTION 3. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

{The remainder of this page left intentionally blank.}

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

_____
Adrian Petrila, Mayor

ATTEST:

_____
Renne Rose, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

_____
Ralf Brookes, City Attorney

PAW Materials, Inc, d/b/a PAW Demolition
Commercial – Industrial – Residential
Licensed – Bonded - Insured
CGC#1526440

03/04/2025

Quote: 25-046

Project: VA Shuffleboard

Under the terms and conditions of this Proposal PAW Demolition will provide all labor, material and supervision necessary to complete the demolition and removal work described herein:

Drawings: N/A
Site Visit: 01/09/2025

VA Shuffleboard Building Demolition Scope of Work Inclusions

- 1 Mobilization
- Demolition permit & NESHAP Pre Demo 10 Day
- Cut & cap of water and sanitary lines.
- Demolition of VA Shuffleboard building & slab.
- Rough grade disturbed areas during demolition.
- Supervision, manpower, equipment, hauling, and disposal included.

Demolition: $8,143.00

6640 S.R. 52
Bayonet Point FL. 34667

C: (352)544-7987
O: (727) 862-5956

brandond@pawdemo.com
www.pawdemo.com

Exclusions or Items to be Negotiated:

- MOT & lane closures.
- Asbestos survey and/or abatement
- Turbidity barriers
- TTC & Erosion control / Tree Protection
- Electric and gas disconnections
- Removal of any underground utilities (storm, sewer, etc.).
- Lay out for saw cutting.
- Salvage to owner
- Hazardous material handling or disposal
- Seed/Sod
- Import/Export of fill material

Special Notes:

- All contracts should be made out to PAW Materials, Inc.
- Acceptance outside of a 30-day window may incur escalation costs.
- If required, additional mobilizations will be $2,000.00 each.

Payment:

Payment for all work completed shall be made to PAW Materials, Inc. NET 30 upon the completion of work and owners' acceptance without exception or retention whether the Customer has received payment from any other source. Alternative terms may be negotiated prior to commencement.

Salvage Rights:

PAW Materials, Inc. Reserves all rights to all content on the property unless specified that the items in question are to be turned over to the owner, reused, saved and or listed in the specifications/contract or during bid time in writing to be removed by others.

Acceptance:

This proposal shall remain an offer for acceptance by the Customer for a period of thirty days at which time escalation costs may be required or PAW Materials, Inc., at its discretion, may terminate thereafter.

Sincerely,

Brandon Duffy

PAW Materials, Inc.
(352) 544-7987
Brandond@pawdemo.com

Accepted By: _____Title_____Date: _____
Authorized Signer for Owner / Contractor

Shuffleboard Building Demolition

November 3, 2025

St. Pete Beach
The Sunset Capital of Florida

Shuffleboard Building

- Located at 101 9th Avenue
- Historically designated

St. Pete Beach
The Sunset Capital of Florida

Shuffleboard Building

- Substantially damaged
- Demolition bid $8,143

- Insurance payout $94,191
- Rebuild bid $192,722

St. Pete Beach
The Sunset Capital of Florida

Demolition

- City Historical Preservation Board approved demo 1/9 with 5-0 vote
- FEMA Environmental and Historic Preservation review authorized demolition

St. Pete Beach
The Sunset Capital of Florida

Rebuild Requirements

- Design & Preconstruction Services
- Framing & Sheathing
- Insulation
- Siding & Exterior Finishes
- Windows, Doors, Flooring
- ADA-compliant Restrooms
- Roofing
- Mechanical (HVAC)
- Electrical

St. Pete Beach
The Sunset Capital of Florida

Path Forward

- Resolution to authorize demolition
- Coordinate with Shuffleboard Club for facility needs
- Coordinate with planning/zoning & historic board for site requirements.

St. Pete Beach
The Sunset Capital of Florida

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Resolution 2025-26: Designating an administrative authority to oversee plat and replat applications

Action Request: Motion to approve Resolution 2025-26.

Strategic Objective: Operational Excellence

Date: November 3, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: During the 2025 Legislative Session, the Florida Legislature adopted Laws of Florida 2025-164, amending Chapter 177, Florida Statutes (Land Boundaries).

The legislation establishes uniform procedures across local governments for plat and replat review and approval. Specifically, it requires each municipality and county to formally designate an "administrative authority" by resolution to carry out the statutory responsibilities for plat processing and approval.

Under the new framework, the designated administrative authority must:

- Receive and review plat or replat applications for compliance with state law and local land development regulations.
- Coordinate with relevant departments and agencies to ensure completeness and technical accuracy.
- Issue determinations to approve, approve with conditions, or deny plat or replat submittals in writing.

This designation is administrative only and does not alter the City's underlying land use, zoning, or

subdivision regulations. The City Commission retains its legislative and policy-making authority.
Designating the City Manager, or designee, as the administrative authority aligns with existing City practice for managing development applications and ensures compliance with the new statutory requirement.

This delegation allows for:

- Streamlined review and processing of plats and replats;
- Consistency with Florida Statutes; and
- Timely issuance of determinations as required by state law.

Adoption of this resolution ensures the City remains in compliance with Laws of Florida 2025-164 and avoids any procedural delays for future plat or replat requests.

Funding: There is no direct fiscal impact associated with adopting this resolution. Staff time required for plat and replat processing is already included within departmental responsibilities and workload.

Attachments:

1. Resolution 2025-26

RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY OF ST. PETE BEACH DESIGNATING THE CITY MANAGER OR DESIGNEE AS THE ADMINISTRATIVE AUTHORITY RESPONSIBLE FOR RECEIVING, REVIEWING, AND PROCESSING PLAT OR REPLAT SUBMITTALS AS WELL AS APPROVING, APPROVING WITH CONDITIONS, OR DENYING PLAT OR REPLAT SUBMITTALS, AS REQUIRED BY LAWS OF FLORIDA 2025-164; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND EXPIRATION DATE.

WHEREAS, the Laws of Florida require the City to appoint an administrative authority to receive, review, and process plat or replat submittals as well as approve, approve with conditions, or deny the submittals, and prohibits further action by the governing body of the municipality after such approval, should the plat or replat be found to comply with the requirements of Florida Statutes 177.091.

WHEREAS, this resolution designates the City Manager, or her or his designee, as the administrative authority responsible for receiving, reviewing, processing, and approving, approving with conditions, or denying, plats and replats.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY RESOLVES:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City Manager or designee is designated as the entity responsible for carrying out the requirements of Florida Statutes 177.071.

SECTION 3. Severability. The provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution as they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 4. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 5. Construction. This Resolution is to be liberally construed to accomplish its objectives.

SECTION 6. Effective Date and Expiration Date. This Resolution shall be effective upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

_____
Adrian Petrila, Mayor

ATTEST:

_____
Renee Rose, City Clerk

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

_____
Vose Law Firm LLP, City Attorney

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Acceptance of the Substantial Damage Administrative Procedures (SDAP) Plan

Action Request: Motion to accept the Substantial Damage Administrative Procedures (SDAP) Plan pursuant to Chapter 98 Building and Building Regulations, Article V Flood Hazard Mitigation Regulations, Sec. 98-122.4 Substantial improvement and substantial damage determinations.

Strategic Objective: Operational Excellence
Recovery, Resilience & Sustainability

Date: November 3, 2025

Prepared By: Luke Curtis

Through: Laura Canary, Community Development Director

Summary of Issue: The Substantial Damage Administrative Procedures (SDAP) Plan outlines how the City will assess and manage properties that have sustained damage from storm or flood events, in compliance with FEMA regulations. The Building Department is seeking the City Commission's acceptance of the Substantial Damage Administrative Procedures (SDAP) Plan pursuant to Chapter 98 Building and Building Regulations, Article V Flood Hazard Mitigation Regulations, Sec. 98-122.4 Substantial improvement and substantial damage determinations.

Funding:

Attachments:
1. SDAP Plan_SPB - September 2025
2. Action 1_SubstantialDamageAdminProcedure_Pres9.24.25

SUBSTANTIAL DAMAGE ADMINISTRATIVE PROCEDURES PLAN

St. Pete Beach

TABLE OF CONTENTS

Plan Before A Disaster **2**

Understand Regulations 2

Communication Requirements 4

Assess Vulnerability to SD 4

Establish an SI/SD Determination Process and Methodology 5

Staffing Plan and Resource Agreements 6

Post-Disaster: Immediate Coordination **9**

2 Determine SD Hotspots 9

3 Evaluate Staffing Needs and Available Resources 10

4 Gather Materials and Issue Guidance 12

Post-Disaster: Assessments & Determinations **14**

5 Proactively Assess and Document Damage 14

6 Make SI/SD Determinations and Document Results 15

7 Communicate Determinations to Property Owners and Notify Them of Next Steps 15

Post-Disaster: Reintegration **16**

8 Manage Determination Appeals 16

9 Receive, Review, and Issue Permits 16

10 Access Recovery Resources 16

11 Improve Ahead of the Next Disaster 18

Additional Information **19**

September 2025

1 PLAN BEFORE A DISASTER

Before a disaster ever strikes, it is important to understand definitions, requirements, and existing procedures in St. Pete Beach that guide our authority and activities after an event.

The items in this section can be done concurrently. Unlike the other sections of this document, these are not in sequence—planning ahead of a disaster can happen at any time.

Understand Regulations + *Communicate Requirements* + *Assess Vulnerability to SD* + *Establish an SI/SD Determination Process and Methodology* + *Create a Staffing Plan and Resource Agreements*

Understand Regulations

Communities that participate in the NFIP must adopt and enforce regulations that apply to structures in their regulated floodplains and, at a minimum, meet the NFIP definitions of substantial improvement and substantial damage. These standards outline the exact definition of SI/SD and any legal requirements pertaining to post-disaster permitting in St. Pete Beach--Understanding these regulations is part of a strong foundation of floodplain management.

SI/SD Definition

Community definition of Substantial Improvement and Substantial Damage:
Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building or code enforcement division, and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Regulations and Legislation

SI/SD structures in St. Pete Beach are defined and regulated according to the following regulations and legislation. These should be referenced to determine the definition of SI/SD and any legal requirements pertaining to post-disaster permitting.

Code/Ordinance	Title of Regulation(s)	Document location or link	Responsible Department/POC	Effective Date
Building Codes	Florida Building Code	Florida Building Code Online	Community Development/Building Division Point of Contact: Building Official	December 31, 2023

Code/Ordinance	Title of Regulation(s)	Document location or link	Responsible Department/POC	Effective Date
Floodplain Ordinance	Code of Ordinances Chapter 98 Article V – Flood Hazard Mitigation Regulations	Mini TOC: ARTICLE V. - FLOOD HAZARD MITIGATION REGULATIONS | Code of Ordinances | St. Pete Beach | Municode Library See most recent amendments in Ordinance 2025-01, attached.	Community Development/Building Division Point of Contact: Building Official	September 22, 2015 Most recent amendment: February 11, 2025
Zoning/Land Use Ordinance	Land Development Code – Particularly Division 28, which regulates variances to historic structures	LAND DEVELOPMENT CODE CITY OF ST. PETE BEACH FLORIDA | Land Development Code | St. Pete Beach | Municode Library See most recent amendments in Ordinance 2024-18	Community Development/Planning & Zoning Point of Contact: Planning Manager	June 1, 2003 Most recent amendment: January 14, 2025

Appeals Regulations

St. Pete Beach *has* Provisions that regulate the appeals process for development in the floodplain and/or SI/SD In its regulations. This can be found in the Code of Ordinances Chapter 98, Article V, Division 7 As described here:*https://library.municode.com/fl/st._pete_beach/codes/code_of_ordinances?nodeId=PTIICOOR_CH98BUBURE*. Variances are permitted only for functionally-dependent uses and historic structures, and usage of flood-resistant construction requirements of the Florida Building Code.

Post-Disaster Permitting Regulations

St. Pete Beach has Post-disaster permitting. These are established and regulated in Section 98-123.1. *Permits Required*, maintained by the Community Development Department, and was last updated on *2/26/2019*.

Communication

While floodplain management staff may be familiar with SI/SD requirements, it is important that other members of the community are informed and involved, such as elected officials, property owners, and residents. This ensures that the community members know what to expect when a disaster strikes.

September 2025

Communicating SI/SD Requirements

The City's Communications Manager/Public Information Officer (PIO) is responsible for communicating important SI/SD requirements to the community. The PIO/Marc Portugal can be reached at *727-363-9266*.

St. Pete Beach *has* a communications strategy for pre- and post-disaster. Information is updated regularly and can be found here: *Building & Permitting | St. Pete Beach*. It is maintained by *The City's PIO*.

- The following communications methods are used for pre- and post-disaster communication to the public:

  ☒ Social media (such as Facebook, Twitter, NextDoor, etc.)
  ☒ The City's website
  ☒ Community meetings
  ☒ Handouts, newsletters, brochures, mailers, and info kiosks are available to residents.
  ☒ Coordination with local/regional builder groups
  ☒ Public Service Announcements (PSAs) on TV and/or radio
  ☒ Disaster Recovery Information Packets

- Information is provided through the media (phone, print, and online) to target various audiences:

Assess Vulnerability to SD

There are pre-disaster steps to take to determine what parts of St. Pete Beach are more vulnerable and may be at risk of experiencing Substantial Damages. This begins with knowing where your regulated floodplain is and what structures are within this area. Obtaining data and documenting these at-risk properties can help identify vulnerable places ahead of a disaster.

Identify the Regulated Floodplain

St. Pete Beach uses the *Flood Insurance Study*, to locate the regulated floodplain within the City, which is maintained by *the Building Department, Building Official/Flood Plain Manager* as of *August 24, 2021* and can be found here:
https://cspb.maps.arcgis.com/apps/webappviewer/index.html?id=61d3b5e3325245aaac26be6da4998be2.

Property Database/List of Structures

All properties in St. Pete Beach are in the special hazard flood area. The city uses floodplain management software such as GIS, iWorQ, and Forerunner to document structures in the regulated floodplain and the attributes of those structures, especially those that are pre-FIRM or otherwise non-conforming. The software is maintained by *the Building Department, Building Official/Flood Plain Manager*. These programs include maps, databases, GIS Layers, SDE Tools, and much more. This information is useful in knowing where to prioritize efforts after a disaster. It can also save time immediately following a disaster when conducting SD assessments. The software is maintained by *the Building Division, Building Official/Flood Plain Manager*.

- The property database includes the following attributes, which may be useful in identifying potential SD or assisting with making determinations.

  ☒ Building ownership and address
  ☒ Building and foundation types
  ☒ General description of buildings and flood factors
  ☒ Property identification
  ☒ Square footage
  ☒ Building value
  ☒ Market value
  ☒ Properties with buildings that are (or are suspected to be) below the base flood elevation

☒ Properties for which substantial damage estimates have previously been provided to the community after a federally declared disaster

Making sure the property database/list of structures is up to date is important in ensuring it accurately reflects the current reality. The process for updating *is done automatically and* through the *Pinellas County Property Appraiser Office and from the Building Official/Floodplain Manager as properties are altered from permitted work*. The following describes practices and/or steps for tracking SD properties and keeping St. Pete Beach's property database/list of structures up to date. ***Each permit application for a non-conforming structure is evaluated to ensure the Substantial Improvement/Substantial Damage threshold is not crossed.***

Leverage Data Available through Information Sharing Access Agreements

An Information Sharing Access Agreement (ISAA) can be used to request data from FEMA that may be valuable in assessing vulnerability to SD and previously impacted areas. Before a disaster, requesting data about repetitive loss, severe repetitive loss, and previous claims may help identify structures vulnerable to SD. St. Pete Beach *has* an Information Sharing Access Agreement (ISAA) with FEMA is in place to request data before or following a disaster event.

- This ISAA is maintained by *the Building Division, Building Official/Flood Plain Manager* and was last updated *July of 2024*. A copy of this agreement can be requested through the Floodplain Manager.
- It includes the following types of data *users authorized to access the repetitive loss claims information*.

Prior Substantial Damage and Substantial Improvement Data

St. Pete Beach *has* records of prior substantial damages and improvements. These records are maintained by *the Building Division, Building Official/Flood Plain Manager*. A description of previous substantial damage and substantial improvement determinations made by St. Pete Beach can be found here: https://portal.iworq.net/STPETEBEACH/permits/603.

Identify and Communicate Mitigation Alternatives

The following practices are conducted to identify and plan for mitigation alternatives.

☒ Outreach is conducted to SD property owners.
☒ Potential programs and funding sources for mitigation options are identified and shared with the public.

Communication of pre- and post-disaster mitigation alternatives to the public is led by *the PIO*.

Additional details about how mitigation alternatives are communicated to the public are described here: *https://www.stpetebeach.org/DocumentCenter/View/4855/Residential-Mitigation-Flyer?bidId=*.

Establish an SI/SD Determination Process and Methodology

Having a consistent process and methodology for SI/SD determinations is crucial to ensuring that determinations are reliable, accurate, and defensible in case of an appeal. More information on determining market value and estimating the cost of repair/improvement can be found in the FEMA SI/SD Desk Reference. While SI and SD determination methodologies may differ, costs of repair and improvement must be combined in the case of a structure with damage, where improvements are also being made.

Establish a Process and Method for Determining Market Value for Substantial Improvement

St. Pete Beach *has* a process and methodology for determining the market value of substantially improved structures. We use the Pinellas County Property Appraiser's methodology for determining the market value. This is calculated by dividing the just value of the structure by 0.85. The methodology is incorporated into the Forerunner software and is maintained by *the Building Division/Floodplain Manager and last updated of April 8 2025*.

Establish a Process and Method for Estimating the Cost of Improvement for Substantial Improvement

St. Pete Beach *has* a process and methodology for estimating the cost of improvement of structures. The primary methods used for estimating the cost of improvement are: *a contractors estimate, summation of the prevailing market cost for all materials and labor, or an estimate created by the Floodplain Manager utilizing an estimated cost using current prices provided by Marshall and Swift or other industry standards*. The process and methodology can be found here: *City Code Section 98-122.4*.

Establish a Process and Method for Determining Market Value for Substantial Damage

St. Pete Beach does not have a separate process or methodology for determining the market value of Substantially Damaged structures. The primary method used for determining the market value of Substantially Damaged structures is the same as for Substantial Improvement.

Establish a Process and Method for Estimating Cost of Damage for Substantial Damage

St. Pete Beach *has* a process and methodology, separate from that outlined above, for substantial improvement, for estimating the cost of damage to structures. The primary method used for estimating the cost of repair/improvement is: *Forerunner floodplain management software and* is maintained by the Building Division/Floodplain Manager and was last updated on April 8, 2025.

Staffing Plan and Resource Agreements

Having available resources and staff is crucial when disaster strikes. Identifying which staff are trained and available to conduct various tasks helps the community to be better prepared for action following a disaster. Staffing lists, assignments, and contact information are updated regularly to ensure the information below is accurate.

Central Point of Contact

The local official responsible for regulating/enforcing the floodplain management program in St. Pete Beach is Luke Curtis, Building Official/Floodplain Manager and can be reached at 727-363-9276 or lcurtis@stpetebeach.org.

Staff Roster

St. Pete Beach has a roster of staff (Core Damage Assessment Team) that are trained to conduct SI/SD activities during day-to-day (blue skies) operations and during disaster operations. The roster is maintained by Building Division/Floodplain Manager/Luke Curtis and was last updated on May 2025

Methods and/or steps to plan staffing and staffing structure during a disaster, including how St. Pete Beach changes organizational structure and/or staffing plans based on the scale of the event, are described in the City's Comprehensive Emergency Plan.

Responsibility Table

The following table describes which officials and offices/departments are responsible for SI/SD activities.

Responsibility	Title(s) of Staff	Department	Before/Immediately After/ After Event
Maintaining SD administrative procedures	Floodplain Manager	Community Development/Building Division	BEFORE
Determining SD hotspots	Floodplain Manager	Community Development/Building Division	IMMEDIATELY AFTER

Responsibility	Title(s) of Staff	Department	Before/Immediately After/ After Event
Evaluating staffing needs and available resources	Community Development Director	Community Development/Building Division	IMMEDIATELY AFTER
Gathering materials and issuing guidance	Floodplain Manager	Community Development/Building Division	IMMEDIATELY AFTER
Proactively assessing and documenting damage.	Floodplain Manager	Community Development/Building Division	AFTER
Making SI/SD determinations and documenting results	Floodplain Manager	Community Development/Building Division	AFTER
Communicating determinations to property owners and notifying them of the next steps	Permit Administrator	Community Development/Building Division	AFTER
Managing determination appeals	Floodplain Manager	Community Development/Building Division	AFTER
Receiving, reviewing, and issuing permits	Building Official	Community Development/Building Division	AFTER
Accessing recovery resources	Community Development Director	Community Development/Building Division	AFTER
Improving ahead of the next disaster	Community Development Director	Community Development/Building Division	BEFORE AND AFTER

Provide Pre-Disaster Training

Providing pre-disaster training ensures staff know what to do after an event. St. Pete Beach *offers* pre-disaster SI/SD training. Training is conducted by the city, Pinellas County, FDEM, and FEMA. Information on classroom and field courses offered by FEMA can be found here: FEMA - Emergency Management Institute (EMI).

Training provided includes:

- *Damage Assessment training*, offered by *Pinellas County*, trained *Core Damage Assessment Team.*
- *Forerunner*, offered by *Forerunner*, trained the *Core Damage Assessment Team*.
- *Florida Floodplain Managers Association Annual Conference (FFMA)*, offered by *FFMA/*Building Official/Floodplain Manager.

St. Pete Beach *is developing* a plan for pre-disaster SI/SD training. Training is currently conducted on a quarterly basis *and* is maintained by *Building Division/Floodplain Manager/Luke Curtis*. The training was last updated in *July 2025 and can be found here: Quarterly Training Plan*. The following provides additional details about pre-disaster SI/SD training:

- The plan incorporates quarterly substantial damage training for the Core Damage Assessment Team on the following topics:

☒ **Substantial Damage Evaluation (1.5 hours)**

☒ **Floodplain Management Procedures (1 hour)**

☒ **Disaster Response & Field Coordination (1 hour)**

Establish Mutual Aid Relationships/Agreements

St. Pete Beach has existing mutual aid relationships and/or contracts or agreements with the following types of external sources that can provide SI/SD assistance immediately following a disaster:

- Neighboring communities (shared Emergency Operations Center (EOC) with the City of Gulfport, South Pasadena, and Treasure Island)
- Pinellas County
- The State of Florida
- State Association of Floodplain Managers
- Building professional organizations
- Third-party contractors
- Community Emergency Response Teams (CERTs)
- Voluntary Organizations Active in Disaster (VOAD) inspection staff

The following describes existing relationships and/or contracts or agreements with external sources that can be used to provide SI/SD assistance immediately following a disaster:

- *Continuing the services contract for the Community Development Temporary Personnel during Emergency and Non-emergency periods, details and information pertaining to contracts or agreements can be requested from the City Clerk.*

Additional post-disaster (other than for SI/SD support) existing relationships and/or contracts or agreements with external sources that should be considered when planning for SD operations are described here:

- *Pinellas County, Floodplain Manager*
- *Multiple firms that provide Building Division Support*

Building and Permitting Uninterrupted Service

Per FS 252.381 (6), in the event the City of St. Pete Beach experiences a direct impact from a natural emergency following the landfall and passage of a hurricane or tropical storm, the City will use its best efforts to open a permitting office at which residents can access government services for a minimum of 40 hours per week.

Post-Disaster Operational Goal

Following a disaster, the City of St. Pete Beach Building and Permitting Division will work to restore operations as quickly and safely as possible, with the goal of maintaining **40-hour-per-week service availability**. The Division's ability to do so will depend on the condition of **City facilities, utilities, communications infrastructure**, and **available resources** in the aftermath of the event. If City Hall is inaccessible, staff will transition to remote operations using established systems and protocols. The Division is equipped with secure remote access tools and software to allow uninterrupted permitting and inspection services.

Remote Readiness and Service Continuity

All permitting staff are issued City laptops and have access to:

- **VPN and cloud-based systems** (iWorQ, Forerunner, GIS)
- **RingCentral phone system** for seamless communication
- **City email** for public interaction and internal coordination
- **Remote permitting and inspection workflows**, including document uploads and application tracking
  Field inspectors will continue their duties independently, as inspection scheduling and reporting are not dependent on City Hall. If technology or power disruptions occur, the Division will adjust by deploying:
- **Door-to-door permitting support**
- **Temporary service booths** at recovery centers
- **Coordination with neighboring EOCs**

Flexibility and Commitment to Public Service

Regardless of the event's severity, the Division remains committed to **adapting its operations** to meet community needs. Whether fully remote or operating from alternate locations, staff will maintain:

- **Timely permit processing**
- **Responsive communication**
- **Ongoing Substantial Damage/Substantial Improvement (SD/SI) assessments**
  Staff responsibilities and workflows are coordinated in advance to ensure continuity. By remaining flexible and resourceful, the Division will deliver critical services and regulatory functions even under constrained post-disaster conditions.

POST-DISASTER: IMMEDIATE COORDINATION

The community has just experienced a disaster. While we may be helping the community in other ways, getting organized immediately following a disaster can ensure post-disaster permitting processes are executed most efficiently. The following is a list of information and procedures that St. Pete Beach has in place for floodplain management that are relevant immediately following a disaster.

2 Determine SD Hotspots

Assessing vulnerability to substantial damage pre-disaster will equip St. Pete Beach with the information, such as the property database and maps, needed to make monitoring the impact area straightforward because we will already know where to look. Monitoring the impact of the disaster, through emergency managers, on-the-ground updates, and other data sources, can help prioritize where to focus efforts, staff, and resources while beginning outreach and communication.

Assessing Impact and Prioritizing Efforts

St. Pete Beach *has* a process for assessing impacted areas and determining where to prioritize efforts immediately following a disaster. The methods for assessing impacted areas and prioritizing efforts immediately following a disaster *is determined by grade, elevation, and repetitive loss information and data*. Once initial damage assessments are conducted, the findings are documented and sent to relevant authorities (Pinellas County, FDEM, and FEMA). The process is fluid and dependent on resources and post-disaster conditions.

Communicate with the Public Post-Disaster

St. Pete Beach *has* an internal communication strategy and associated platforms (social media strategies, press releases, website update schedules, etc.) for immediate post-disaster public communications. Having these plans prepared prior to an event helps to avoid confusion and stress immediately following an event.

The following communications methods are used for immediate post-disaster communication with the public:

☒ Community Meetings
☒ Community Website
☒ Social media (such as Facebook, Twitter, NextDoor, etc.)
☒ Public Service Announcements (PSAs) on TV and/or radio
☒ Handouts, newsletters, brochures, mailers, and info kiosks are available to residents.
☒ Disaster Recovery Information Packets

- Information is provided using the following methods to ensure that the right audiences are receiving and understanding this material:

☒ Using different languages
☒ Targeting relevant populations
☒ By phone
☒ In print
☒ Online

3 Evaluate Staffing Needs and Available Resources

Having sufficient staff ready and trained to respond immediately following a disaster is key to ensuring floodplain management requirements are met. Review the staffing plan developed in blue skies while considering that staff are likely also experiencing this disaster. Reach out to identify contacts to leverage existing relationships, agreements, and support from local, regional, and federal partners.

Reference the Staffing Plan/Structure

St. Pete Beach has a staffing plan/structure for organizing staff immediately following a disaster. This is the Core Damage Assessment Team's roster, which is maintained by *Building Division/Luke Curtis.*

The method for calculating the number of staff/resources needed to collect SI/SD data (based on the number of structures to inspect within our target timeline) is determined by the magnitude of the event and the resources available. Based on the blue-skies staffing plan, the SI/SD deployment consists of five teams of two damage assessors.

Review Other Disaster Roles

The following table describes the titles of staff who conduct SI/SD determinations, who are also involved in other disaster response and recovery operations.

Responsibility	Title(s) of Staff
Staffing the Emergency Operations Center	Community Development/Community Development Director
Staffing/monitoring the disaster field office	Community Development/Building Division/Floodplain Manager
Processing and hanging written notices for safety inspections	Community Development/Building Division/Floodplain Manager/Fire/Fire Marshal
Conducting Preliminary Damage Assessments (PDAs)	Community Development/Building Division/Floodplain Manager

Just-In-Time Training

Just-In-Time Training (JITT) is training that can be accessed immediately following a disaster when it is most needed through partner organizations.

Points of contact for accessing state and federal SI/SD JITT can be found below:

Source of Support	Name(s) of Contact	Contact Information
FEMA Floodplain Management	Dewana Davis	Dewana.davis@fema.dhs.gov or 202-805-6459
State NFIP Office	Jillian Kraynak	jillian.kraynak@em.myflorida.com or 850-815-4560
FDEM	Jillian Kraynak	jillian.kraynak@em.myflorida.com or 850-815-4560
Pinellas County Emergency Management	Spencer Shaw	sshaw@pinellas.gov or 727-464-5550

Access Mutual Aid Existing Relationships/Agreements

Existing mutual aid relationships and/or contracts or agreements with external sources that can be leveraged immediately following a disaster for SI/SD support, as well as other post-disaster support that should be considered for SD operations planning, are described here: Establish Relationships/Agreements.

Access Public Assistance Resources

When a Presidential Disaster Declaration is declared, Public Assistance (PA) becomes available. Contacting the local or state PA point of contact is an important step in accessing Disaster Recovery Reform Act (DRRA) Section 1206 reimbursement for applicable SI/SD activities. *Note: the FEMA PA point of contact may vary disaster-to-disaster.*

Points of contact for accessing PA resources can be found below.

Point of Contact	Name and/or Titles of Contact	Contact Information
State POC responsible for coordinating PA Applications	*Frances Robustelli/City Manager*	*frobustelli@stpetebeach.org/727-363-9232*
Community POC responsible for coordinating PA sub-applications	*Frances Robustelli/City Manager*	*frobustelli@stpetebeach.org/727-363-9232*
Alternate POC responsible for coordinating PA sub-applications	*Jim Kilpatrick/Fire Chief*	*jkilpatrick@stpetebeach.org/727-363-9206*

Access State and Federal Support

State and federal agency officials who assist in St. Pete Beach's damage assessment process or who may be involved in providing technical assistance immediately following an event are described below.

Name of Agency	Title and/or Office	Contact Information	Involvement/Role
FEMA	*Community Emergency Response Team (CERT)*	*disasterassistance.gov*	*Emergency Response/Public Safety*
FDEM	*Executive Director Kevin Guthrie*	*kevin.guthrie@em.myflorida.com/850-815-4101*	*Coordination of Additional Emergency Support*

Plan to Access State/Federal Reimbursement

St. Pete Beach *has* a comprehensive emergency management plan that addresses accessing county, state, and federal funding resources, and reimbursement for conducting SD determination activities. The plan can be found here: Comprehensive Emergency Plan. It is maintained by *Fire/Fire Chief Jim Kilpatrick* and was last updated in *June 2025*.

St. Pete Beach pursues the following reimbursement sources:

- ☒ Public Assistance (PA) for Floodplain Administration and Enforcement or Building Code Administration and Enforcement.
- ☒ Other (e.g., state-specific funding)

Record Costs and Track SD Activities

Recording costs and tracking SD activities may be necessary to obtain resources or reimbursement for disaster response, such as through FEMA Public Assistance reimbursement for activities made eligible by DRRA Section 1206 or other grants and funding sources.

St. Pete Beach's *Community Development Department's Hurricane Preparedness Procedures includes guidance for individuals assisting with damage assessment, including proper documentation of activities, equipment, tasks, and times* associated with SI/SD activities. The *Procedures* were updated in June of 2025 and can be found here: Community Development Hurricane Preparedness Procedures 2025.

4 Gather Materials and Issue Guidance

Once staff are identified to assist with conducting SD activities, it is important to ensure they have the appropriate materials, tools, and guidance to collect data and make determinations. Equipping teams with the tools and guidance to conduct inspections and assessments safely while using the same process is key to bringing credibility and consistency to determinations. Items listed in the table below are documented in our *Community Development*

Department's Hurricane Preparedness Procedures, and a full list of field preparation items and procedures can be found in the SDE Tool Manual and Field Workbook.

Item Type	Items
Safety equipment	☒ *Boots* ☒ *Hard Hats* ☒ *Rain Gear* ☒ *Flashlights* ☒ *First-Aid Kit* ☒ *Bug Spray* ☒ *Sunscreen* ☒ *Water* ☒ *Masks* ☒ *Hi-visibility Vests* ☒ *Safety Glass* ☒ *Gloves*
Technology	☒ *Cameras* ☒ *iPads* ☒ *Batteries* ☒ *Cellphones*
Other	☒ *Documentation (placards, SWO, unsafe structure notices)* ☒ *Sharpie's* ☒ *Safety information* ☒ *Garbage Bags*

POST-DISASTER: ASSESSMENTS & DETERMINATIONS

Following a disaster, owners will be eager to rebuild. Most owners start rebuilding 7-10 days after the water recedes following a flood event. Acting quickly and efficiently helps ensure that SI/SD determinations are made in a timely and organized manner, so compliant rebuilding can begin. Remember, SI/SD requirements apply to all hazards, such as wind, fire, tornadoes, not just flooding. Below is the information and procedures St. Pete Beach has in place relevant to post-disaster recovery and reintegration.

5 Proactively Assess and Document Damage

Taking proactive steps to assess the areas of St. Pete Beach, most impacted can help inform where SD is likely, especially by referencing pre-identified vulnerable structures first (see Determine SD Hotspots). Going out into the community—when safe—to assess damage and collect initial SD data through assessments is important to making sound and defensible SD determinations. Additional information on conducting inspections and assessments can be found by referencing the FEMA SI/SD Desk Reference and SDE Tool Manual, and Field Workbook. Remember, there are a variety of distinct post-disaster inspections other than SD, and other teams may need to be deployed as necessary.

Determine the Impact

The City's Building Official/Floodplain Manager, Luke Curtis, will determine what areas have been most impacted and prioritize SD assessments accordingly.

Data and Resources for Determining Impacted Areas

The following are used to determine the potential impact area after a disaster.

- High water marks
- Preliminary Damage Assessment Data
- Impact maps (showing rainfall or other flood-related data, or other hazards data
- Flood insurance claims information.
- Repetitive Loss
- Grade elevations using Lidar data.

Guidance to SI/SD Staff for Conducting Assessments

Once the impact area is determined, information should be provided to the SI/SD staff to guide and inform assessments. The City of St. Pete Beach utilizes Forerunner to manage SI/SD. The platform creates significant efficiencies by aggregating disparate flood information into a single dashboard while automating many workflows and reports.

The following items are provided to SI/SD staff before they go into the field to conduct assessments:

- ☒ Numbers and locations of structures to be inspected
- ☒ Delineation of inspection boundaries on a FIRM/map
- ☒ Sequence of inspections
- ☒ Inspection team assignments by area
- ☒ Guidance materials for resident interaction
- ☒ Instructions for obtaining photos and GPS coordinates

Forerunner

Forerunner is a software platform that is designed to help communities with Floodplain management and disaster recovery. It provides tools for streamlining workflows, improving communication with residents, and increasing overall community resilience to flooding.

For technical guidance and additional details about how to conduct building assessments, reference the Substantial Improvement/Substantial Damage Desk Reference and the Substantial Damage Estimator (SDE) User Manual and Field Workbook.

6 Make SI/SD Determinations and Document Results

After staff have conducted assessments and collected data, it's time to make SI/SD determinations. As a reminder, SI/SD properties are those with damages or are being improved by 50% or more of the value of the structure, unless higher standards are adopted. It is important to document and store this data for reference in case of appeals or future disasters. In a large disaster, a FEMA POC at the Joint Field Office (JFO) may coordinate with the City to request updates on structure-specific and other SD data to assist with providing technical assistance, so good documentation practices are essential.

7 Communicate Determinations to Property Owners and Notify Them of Next Steps

Communicating SI/SD requirements with the public before and after a disaster can help alleviate confusion and frustration when delivering determinations. It may be necessary to communicate with local officials and the City Attorney to assist with defending determinations. Determinations are a necessary step to issuing permits for compliant rebuilding and are a requirement for administering a compliant floodplain management program in St. Pete Beach.

Notify Structure Owners of SI/SD Determinations

St. Pete Beach is continuously refining procedures for notifying property owners about SI/SD determinations and communicating next steps. Forerunner incorporates letter templates and documents for notifying residents of determinations in a timely manner.

The following notification methods are utilized:

- ☒ Letter or email to structure owners/residents
- ☒ Paper handed directly to the structure owner/resident
- ☒ Access to Forerunner's public interface through the City's website.

Continue to Communicate with the Public

In the aftermath of an event, the City of St. Pete Beach remains committed to maintaining open lines of communication with the public regarding SI/SD determinations. The city utilizes multiple platforms to provide timely updates, including official websites, social media platforms, and community forums, ensuring residents are well-informed. Regular updates and public meetings facilitate transparency, allowing community members to voice concerns and seek clarification. By prioritizing effective communication, the City aims to foster a collaborative environment as it navigates recovery efforts and implements necessary regulations to enhance resilience.

The following methods are utilized:

- ☒ Instructional videos or guidance
- ☒ Community meetings
- ☒ City websites, social media (i.e., Facebook, Twitter, NextDoor, etc.)
- ☒ Print Newsletters

POST-DISASTER: REINTEGRATION

In the aftermath of a disaster, property owners are eager to start rebuilding efforts. Following thorough assessments and the completion of determinations, property owners may apply for the necessary permits to commence the rebuilding process.

8 Manage Determination Appeals

There will be structure owners who do not agree with the determination they have received. Having an appeals process in place provides guidance for quickly and efficiently handling these cases.

Receive, Review, and Make Decisions on Appeals

St. Pete Beach *has* a process for receiving, reviewing, and making decisions on appeals. The process is outlined in the SI/SD letter sent to property owners.

Use Acceptable Appeal Sources/Methods

The following describes the acceptable sources and methods used for appealing the estimated market value and estimated cost of repair/improvement, as well as other considerations.

Appeal Market Value Sources/Methods	Appeal Estimated Cost Sources/Methods	Other Inputs/ Factors
Private Appraisal from a licensed appraiser	Detailed cost breakdown from the property owner or contractor	Lidar data or pictures of post-event conditions

9 Receive, Review, and Issue Permits

Issuing permits is a regular part of floodplain management, but it is especially important following a disaster. Repairing and rebuilding substantially damaged structures in compliance with local regulations is critical to maintaining good standing in the NFIP and protecting structure owners from future disasters. Below are St. Pete Beach's permitting procedures during blue skies, applicable to substantial improvement projects, and post-disaster/ emergency permitting procedures.

Day-to-Day and Post-Disaster/ Emergency Permitting Process

A process for **day-to-day (blue skies)** permitting, including substantial improvement or individual/small-scale substantial damage cases, can be found on the City's website. In the event of a disaster, normal day-to-day (blue skies) permitting processes may be amended to better serve the community.

10 Access Recovery Resources

There are a variety of resources available to St. Pete Beach and its residents. Having plans in place to access potential funding and resources can ensure deadlines and expectations are met and resources are maximized. Please note: some federal funding sources require a major disaster declaration in the state before being made available, but there may be local and state funding sources relevant to St. Pete Beach.

Help Structure Owners Access Recovery Funding

The city provides vital information and resources to help residents and businesses access funding and assistance following a disaster event. This includes establishing centralized communication hubs, such as official websites, emergency hotlines, and local recovery centers, where up-to-date details on relief programs are shared. These platforms offer guidance on applying for federal aid, insurance claims, temporary housing, food support, and small business recovery grants. Additionally, City staff often coordinate with state and federal agencies like FEMA to streamline support services and host informational sessions or outreach events in affected neighborhoods to ensure all community members are aware of available assistance and how to apply for it.

11 Enforcement and Compliance

In the aftermath of a disaster, the City of St. Pete Beach Building and Permitting Division will coordinate closely with **Code Enforcement** to ensure compliance with permitting regulations and safeguard public safety during recovery efforts.

The Division will actively work to identify properties that:

- Have **initiated construction or repairs without required permits**
- Are likely to begin unpermitted work based on observed damage, assessments, **or FEMA-provided information**
- Appear on substantial damage lists or have a history of prior violations

Properties found to be in violation will be **promptly issued Stop Work Orders** and cited in accordance with City codes and ordinances.

Enforcement Priorities

Enforcement actions will be **prioritized based on public safety and nuisance potential**, with focus on:

- **Unsafe structures** or partially collapsed buildings
- **Debris-filled or hazardous properties**
- **Unauthorized electrical, structural, or flood zone work**
- Work in **designated flood zones** without required documentation or elevation compliance

The Division will leverage field inspections, staff reports, damage assessments, and external data (e.g., FEMA IA claims, aerial imagery, community reports) to flag properties for compliance review.

Joint Operations

To streamline enforcement, the Building and Permitting Division and Code Enforcement will:

- Conduct **joint field inspections and post-disaster damage sweeps**
- Utilize shared GIS, permitting systems (iWorQ), and communication platforms for real-time coordination
- Collaborate with **Emergency Operations Centers (EOCs)** and recovery partners for intelligence on high-risk properties

Commitment to Orderly and Safe Recovery

While the City supports swift rebuilding, all repairs and reconstruction must adhere to applicable codes and permitting requirements. The Division remains committed to enforcing these standards fairly and firmly to:

- Protect public health and safety
- Prevent unauthorized or unsafe development

- Uphold FEMA compliance for continued disaster assistance eligibility

Property owners are encouraged **to contact the Permitting Division before initiating any work**. Educational materials and staff guidance will be made available to help residents and contractors understand post-disaster requirements.

12 Improve Ahead of the Next Disaster

As St. Pete Beach returns to blue sky operations, it is important to reflect on what went well and what could be improved. Documenting best practices and evaluating things like response times and staffing needs can highlight opportunities to respond faster and stronger next time.

Evaluate and Continually Improve

The city is continuously evaluating and refining its SI/SD procedure to better protect the community from disaster events. This process includes incorporating community feedback, updating floodplain data, and learning from recent hazard events to identify areas for improvement. By engaging state and federal partners, residents, stakeholders, and regularly reviewing local building codes and risk assessment tools, the city ensures its approach remains effective, transparent, and responsive to community needs.

ADDITIONAL INFORMATION

More about Substantial Damage and Substantial Improvement:

- Information on the NFIP can be found online: http://www.fema.gov/flood-insurance

September 2025

- FEMA 758: Substantial Improvement/Substantial Damage Desk Reference is the principal source of guidance for how to define and regulate SI/SD and provides detailed information about inspections and determinations.
- Information about adopting higher standards into local floodplain ordinances, along with relevant tools and resources, can be found here: https://www.fema.gov/floodplain-management/manage-risk/local.

More about the SDE Tool:

- FEMA 784: Substantial Damage Estimator (SDE) User Manual and Field Workbook provides a standardized approach to data collection management and the determination of substantially damaged structures for local officials. This tool also includes template determination letters that communities can utilize.
- An overview of the SDE Tool, the SDE Tool download link and installation instructions, SDE Tool job aid, and frequently asked questions can be found online: https://www.fema.gov/emergency-managers/risk-management/building-science/substantial-damage-estimator-tool.
- Training opportunities about the SDE Tool include Independent Study (IS)-284: Using the SDE Tool and IS-285: SDE for Floodplain Administrators.
- Instructions on pre-populating the SDE Tool can be found online: https://crsresources.org/files/500/importing_data_into_sde.pdf.
- The SDE Tool important template can be found online: https://crsresources.org/files/500/sde_fields_template.xlsx.

More about CRS:

- An overview of the CRS Program, application forms, a list of CRS Communities, case studies, fact sheets, and discount information can be found online: https://www.fema.gov/floodplain-management/community-rating-system.
- The CRS Manual and CRS Manual Addendum provide additional guidance and information about the CRS program, requirements, and specific credits. These should be referenced if applying for CRS credits.
- Developing a Substantial Damage Management Plan for Credit Under the Community Rating System of the National Flood Insurance Program provides information on the requirements to receive CRS Substantial Damage Management Plan credit, specifically.

Other Useful Links:

- The FEMA Map Service Center provides Flood Insurance Rate Maps for communities nationwide. Instructions for printing a FIRMette and downloading a FIRM Panel can be found here: https://www.fema.gov/sites/default/files/documents/fema_how-find-your-firm-make-firmette.pdf
- Current training opportunities, both in-person and virtual, can be accessed through FEMA's Emergency Management Institute. Relevant training include: L273: Managing Floodplain Development Through NFIP; L/G 284: Advanced Floodplain Management Concepts SI/SD Module; and EO-194: Advanced Floodplain Management Concepts; EO-285: Providing Post-Disaster SD Technical Assistance to Communities.
- Information about Section 1206: Building Code and Floodplain Management Administration and Enforcement (FP 204-079-01) of the Disaster Reform Recovery Act (DRRA) and frequently asked questions can be found online: https://www.fema.gov/assistance/public/policy-guidance-fact-sheets/section-1206-building-code-and-floodplain-management-administration-and. A video overview of the DRRA 1206 reimbursement program can be found here: https://www.youtube.com/watch?v=rMHz85943gg.
- Information about FEMA Hazard Mitigation Assistance Grants, including the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP

Substantial Damage Administrative Procedures (SDAP) Plan

November 3, 2025

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

Substantial Damage Administrative Procedures (SDAP) Plan

- Overview
- Community Meeting
- Implementation
- Questions

Substantial Damage Administrative Procedure (SDAP) Plan

1. Pre-Disaster Planning

This phase ensures that all staff members are informed and equipped to understand the applicable regulations and required actions in the event of a disaster. It includes:

- Communicating essential requirements and expectations.
- Establishing standard operating procedures (SOPs) and methodologies.
- Identifying staffing needs and resource allocation.

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

Substantial Damage Administrative Procedure (SDAP) Plan

2. Post-Disaster: Immediate Coordination

In the immediate aftermath of a disaster, the focus will be on:

- Identifying Substantial Damage (SD) hotspots and vulnerable areas, including low-lying or at-risk buildings.
- Assessing specific staffing requirements and assigning personnel, along with the necessary resources.
- Gathering required materials and providing clear direction to staff for efficient response.

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

Substantial Damage Administrative Procedure (SDAP) Plan

3. Post-Disaster: Damage Assessments and Determinations

- Conducting initial damage assessments, documenting findings, and submitting them to relevant authorities (Pinellas County, FDEM, FEMA).
- Upon completion of the initial assessment, initiating Substantial Damage assessments using the **Forerunner Substantial Damage Estimator** tool.
- Notifying property owners regarding damage assessments and providing guidance on subsequent actions.

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

Substantial Damage Administrative Procedure (SDAP) Plan

4. Post-Disaster: Reintegration and Recovery

- Managing appeals related to SD assessments.
- Accepting and processing permit applications for repairs, reviews, and issuance.
- Assisting property owners in accessing recovery resources, including funding opportunities.
- Documenting the processes and procedures for evaluation and identifying opportunities for future improvements.

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

SDAP Plan Community Meeting

- Community meeting on September 24, 2025
- Provided overview of the plan and solicited feedback from the community

Key takeaways:

- Working document where flexibility is key
- References continuing education, Standard Operating Procedures (SOP's), and jurisdictional points of contact

Recommendations:

- Include Community Development volunteers in the education provided to staff
- Work with Emergency Management to utilize Community Emergency Response Teams (CERT)
- Identify resources and opportunities for "holistic" healing and rebuilding

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

Implementation

- Present the Plan to City Commission for *acceptance*
- Review Florida Department of Emergency Management (FDEM) SDAP Plan template for consistency
- Modify and adjust SDAP Plan continuously to best serve the community
- Annually bring updated Plan back before City Commission prior to May 1

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

Substantial Damage Administrative Procedure (SDAP) Plan

Have questions or need more information?

St. Pete Beach
The Sunset Capital of Florida
COMMUNITY DEVELOPMENT

Laura Canary
Community Development Director
(727) 235-6893
lcanary@stpetebeach.org

Luke Curtis
Building Official
(727) 363-9276
lcurtis@stpetebeach.org