

**SAFETY HARBOR CITY PARK ATHLETIC FIELD LED LIGHT
CONVERSION
RFP NO. 2025-01-CIP-PW**



**REQUEST FOR PROPOSALS
CITY OF SAFETY HARBOR**

OCTOBER 20, 2025

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CITY OF SAFETY HARBOR

SECTION A SAFETY HARBOR CITY PARK ATHLETIC FIELD LED LIGHT CONVERSION REQUEST FOR PROPOSALS (RFP) PROCEDURES

The City of Safety Harbor, Florida is soliciting proposals for an LED conversion of the athletic field lights located at Safety Harbor City Park. The system will meet all design criteria and requirements set forth in this RFP that have been developed and approved by the City of Safety Harbor to ensure a functional system that satisfies the operational and maintenance needs of Safety Harbor City Park and its' athletic fields for its primary and secondary uses.

Sealed RFPs:

Please submit one (1) hard copy of the proposal in a sealed envelope and (1) flash/thumb drive, clearly identified as:

REQUEST FOR PROPOSALS RFP NO. 2025-01-CIP-PW SAFETY HARBOR CITY PARK ATHLETIC FIELD LED LIGHT CONVERSION

Sealed Proposals will be received up to 2:00 PM, Eastern Standard Time,
on December 1, 2025

Proposals should be mailed or otherwise delivered to:

**City of Safety Harbor
Rachael Telesca, City Clerk
750 Main Street
Safety Harbor, FL 34695**

Sealed Proposals to this RFP are **due** no later than **2 pm, December 1, 2025**. Any responses to this RFP received after that date and time will be considered late and shall not be opened or considered. Any individual requiring special assistance must notify the City Clerk's Office in writing 48 hours in advance of the due date so that arrangements can be made.

A mandatory Pre-Bid Meeting will be held at **10am on October 27, 2025**. The location of the meeting is the **concession stand at Safety Harbor City Park**. Prospective bidders must have a representative present and signed in.

Any questions/clarifications regarding this RFP must be submitted by e-mail to JMoser@cityofsafetyharbor.com by **2 pm, November 19, 2025**.

SECTION B

SAFETY HARBOR CITY PARK ATHLETIC FIELD LED LIGHT CONVERSION SCOPE OF PROFESSIONAL SERVICES

SECTION 1: GENERAL SCOPE

1.1 SUMMARY

- A. The purpose of these specifications is to define the lighting system performance and design standards for Safety Harbor City Park in Safety Harbor, FL using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications. Bidder's pricing shall be fully inclusive of all components required to produce a fully functioning Athletic Field Lighting system, including but not limited to, design, permitting, labor, materials, equipment, protective measures, disposal, mobilization, warranty, reports and testing, and support.
- B. Fields to be converted to LED:
 - 1. Field 1 – 280' Baseball Field (60' Base path)
 - 2. Field 2 – 300' Baseball Field (90' Base path)
 - 3. Field 3 – 200' Baseball Field with 280' x 200 Multi-Purpose field overlay
 - 4. Field 4 – 200' Baseball Field
 - 5. Field 5 -- 200' Baseball Field
- C. The primary goals of this sports lighting project are:
 - 1. Guaranteed Light Levels for each field. Light levels are guaranteed to not drop below specified target values for a period of 10 years.
 - 2. Environmental Light Control: It is the primary goal of Safety Harbor to reduce spill light to adjoining properties as well as reduce glare to the players, spectators and neighbors. The LED design should incorporate glare control. The LED design should provide equal to or better glare control than what is currently installed as described in section 1.3
 - 3. Life-cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy-efficient and cost-effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
- D. Design and Permitting
 - 1. Contractor shall be responsible for securing necessary permits.
 - 2. Contractor shall be responsible for all necessary designs to ensure the required light levels. Performance levels shall be proposed and tested following installation confirming conformity.

1.2 LIGHTING PERFORMANCE

Venue to be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations).

Illumination levels shall not drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Field 1 Infield	50fc	2.0:1	25	20' x 20'
Field 1 Outfield	30fc	2.5:1	152	20' x 20'
Field 2 Infield	50fc	2.0:1	25	30' x 30'
Field 2 Outfield	30fc	2.5:1	70	30' x 30'
Field 3 Infield	50fc	2.0:1	25	20' x 20'
Field 3 Outfield	30fc	2.5:1	73	20' x 20'
Field 3 MP Field	30fc	2.5:1	70	30' x 30'
Field 4 Infield	50fc	2.0:1	25	20' x 20'
Field 4 Outfield	30fc	2.5:1	73	20' x 20'
Field 5 Infield	50fc	2.0:1	25	20' x 20'
Field 5 Outfield	30fc	2.5:1	73	20' x 20'

- A. LED Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75+.
- B. Use of Existing Poles: Bidder must verify that existing poles will accommodate their lighting design.
- C. Mounting Heights: Existing poles

Field	Pole Designation	Pole Height
Field 1	A5, B4, B5	70'
Field 1	A4, C3-C4	60'
Field 2	A2, A3, B3, B4	70'
Field 2	C1, C2	60'
Field 3	A1, B1, B2, G1-G3	60'
Field 3	A2	70'
Field 4	A6, A7	38'
Field 4	B6-B7	50'
Field 5	A8-A9	45'
Field 5	B8, B9	53'



1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers, and external shields.
- B. The desire of Safety Harbor is to reduce spill and glare to the community and the players. The below criteria must be submitted for the design engineer to make that determination.
- C. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified independent testing laboratory with a minimum of five years of experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

D. Offsite Glare Requirements

In accordance with IES RP 6-20, manufacturers must submit candela glare readings at 150' from the field edges in all directions. In addition, manufacturers must submit candela scans showing the glare readings on the properties across Alligator Lake.

E. Upper Beam Definition

The Fixtures proposed shall be the same or better at controlling glare to the community. Therefore, the candela shall not exceed the candlepower at the specified degrees above the center of the beam in the vertical plane as specified in the following table. Information must be verified by the photometric report required under section 1.3, C.

NEMA Classification of Vertical Beam	Candela	Degrees Above the Center of the Beam in the Vertical Plane
4	10,348	19.5 degrees

1.4 LIGHTING FOR AERIAL SPORTS

- A. For fixtures that provide less than 10,000 candela above 22 degrees vertical, the owner requires luminaires mounted approximately 15' above grade to provide targeted light above the playing field. These fixtures will not emit direct light less than 10° above the horizon, and no more than 10% of the total (directly) applied lumens as modeled may be in this area.

SECTION 2: PRODUCT

2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress

corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing).

- B. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure. No external wiring or SO Cords are allowed
- C. System Description: Lighting system shall consist of the following:
 - 1. Replacing the existing crossarms with Galvanized steel tubular cross-arm assembly. Angle Iron crossarms are not allowed
 - 2. LED - Manufacturer will remote all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10 feet above grade. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral driver fixtures will not be accepted.

Active cooling technologies will not be considered

or

If active cooling fans are utilized in the remote driver enclosure, then these are required to be wired for the control system to self-monitor and automatically report any failure or issue to the manufacturer and/or owner. Technical cutsheets (not illustrative) detailing this function would be a required inclusion in the submittal
 - 3. Manufacturer shall provide surge protection at the pole equal to or greater than 40kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
 - 4. Wire harness from the top of the pole to the remote driver are required, complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - 5. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
 - 6. Lightning Protection: Manufacturer shall verify the grounding of each pole. Ohm readings must be taken, and reading must be below published standards.
- D. Safety: All system components shall be UL listed for the appropriate application.
- E. Disposal: Contractor shall be responsible for all disposal of old equipment no longer in use.

2.2 GROUNDING

- A. Provide labor, materials, and equipment to terminate grounding and power feed. Power feed may need to be reworked to adapt to the new equipment.
- B. Ensure grounding components meet minimum standards required by NEC and NFPA780.
- C. For concrete poles provide new lightning down conductor(aluminum) and 5/8" copper ground rod. For poles 75' or less use 1/0 AWG, poles over 75' use 4/0 AWG conductor.
- D. New down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
- E. Ensure all components are bonded to both equipment and lightning grounds. No upward

sweeps allowed for lightning down conductor or bonding jumper(s).

- F. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

2.3 CONTROLS

- A. Lights shall be turned on/off primarily by the use of contactors. Under no circumstances shall the owner need to switch lights on/off by the use of breakers.
- B. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- C. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- D. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

Cumulative hours: shall be tracked to show the total hours used by the facility

Report hours saved by using early off and push buttons by users.

- E. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 10 years.
- F. Centralized system shall control all 5 fields at the site as well as the existing basketball courts

2.4 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
 - 1. New wiring from top of the poles down to the Remote Electrical Enclosure located 15' above grade
 - 2. Re-connect to existing electrical infrastructure at the base of the pole

2.5 STRUCTURAL PARAMETERS

- A. Manufacturers must reduce EPA on the poles.

PART 3: EXECUTION

3.1 DELIVERY TIMING

Delivery Timing Equipment On-Site: To be Coordinated with end user.

3.2 FIELD QUALITY CONTROL

A. Field Light Level Accountability

1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 10 Years.
2. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities.
Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.

B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.3 WARRANTY AND GUARANTEE

- A. 10-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 10 years from the date of shipment. Warranty shall guarantee specified light levels. Warranty does not cover weather conditions or weather events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term.
- C. Manufacturer must have employees/technicians to service the equipment located within an 80-mile radius. This is in addition to a network of contractors used to service the system.
- D. If the control system is not provided by the manufacturer of the lighting system, the manufacturer of the Control System must have employees/technicians to service the equipment located within an 80-mile radius. This is in addition to a network of contractors used to service the system.
- E. Maintenance: Individual luminaire outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

3.4 QUALIFICATIONS

- A. Manufacturers must submit a list of references with contact names and phone numbers for at least 5 projects in the State of Florida in the past two (2) years. Project list must be of the same exact technology being offered for this project.
- B. Company submitting the bid must hold a State of Florida General Contractor's License.

SECTION 4: PROPOSAL SCHEDULE

MUST BE SIGNED AND SUBMITTED WITH BID

Yes/ No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design (Photometrics)	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Scans (Photometrics)	Candela scans showing glare reading across Alligator Lake and at 150' surrounding the fields
	H	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years of experience.
	K	Structural	Fixture information including dimensions, weight & EPA
	L	Warranty	Provide written warranty information including all terms and conditions. Provide 10 references of customers currently under specified warranty in the state of FL
	M	Project References	Manufacturer to provide a list of 5 projects where the technology and specific fixture proposed for this project has been installed in the state of FL. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	N	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	O	Installation	Installation Instructions to be included
	P	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
	Q	Non- Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.

The information supplied herein shall be used for the purpose of complying with the specifications for the City of Safety Harbor. By signing below, I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____ **Signature:** _____

Contact Name: _____ **Date:** ____/____/____

SECTION 5. TIME SCHEDULE

The time schedule is provided below:

<u>Dates</u>	<u>Event</u>
October 20, 2025	RFP released
October 27, 2025	Mandatory Pre-Bid Meeting
November 19, 2025	Last day to submit questions to staff regarding RFP
November 25, 2025	Staff to respond to questions
December 1, 2025	2 pm Eastern - Last day for proposals to be accepted and Public Bid Opening
December 15, 2025	Recommendation for award to City Commission for approval

SECTION 6. PERFORMANCE SCHEDULE

Schedule of work and submittals should be provided by January 16, 2026 based on approval from Commission at the prospective City Commission meeting on December 15, 2025. If work occurs during active sport seasons, the contractor shall maintain lighting and playability of fields throughout the duration of the project, with a maximum of one field unlit at a time.

SECTION 7. PRICING AND BID SELECTON

Contractor is to price each of the five (5) fields separately, with one price for mobilization, permitting, protective measures, etc. Each field price should be complete, including design, materials, and installation. The City reserves the right to complete this project in phases or in its entirety. The City may allow the opportunity for contractor presentations should the need present itself.

SECTION C

Safety Harbor City Park Athletic Field LED Light Conversion

GENERAL CONDITIONS

Respondents are required to submit proposals upon the conditions expressed in these instructions. In the case of a conflict between these General Conditions and the specific conditions set forth in Section B, the specific conditions shall control. The provisions of this RFP will be incorporated into any resulting contract as if every detail of the RFP Documents were stated therein. The "RFP Documents" shall constitute all documents released by the City as a part of this RFP, including any addenda released following the initial issuance of this RFP.

1. RESPONDENT'S ABILITY:

It is the intent of the City to award a contract for this work to a respondent whose experience, skill, and financial resources are fully equipped to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any respondent shall be prepared to submit an attested statement of his or her ability, financial status, and history.

2. PROHIBITED INTERESTS

No Member of or Delegate to Congress, City Commissioner, or City Employee shall be permitted any share or benefit that may arise from this RFP. No official, employee, architect, attorney, engineer, or inspector authorized by the City to exercise any legislative, executive, supervisory, or other similar functions in connection with this RFP shall become directly or indirectly interested personally in this RFP, or the resulting contract or in any part thereof, or to any subcontract, insurance contract, or any other contract pertaining to the services sought by this RFP.

3. RESPONDENT'S OBLIGATION OF EXAMINATION

All of the conditions known to affect the performance of the work have been described in the RFP Documents. Upon written request within the time period for questions, additional information pertaining to existing conditions in the possession of the City will be provided to the Respondents. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Respondents are required to examine the RFP Documents and any other information that may be on file in the offices of the City. Ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this RFP as a result of a failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the selected respondent to fulfill in every detail all the requirements of the RFP Documents or will be accepted as a basis for any claims whatsoever for extra compensation.

4. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in Section 4.1 to this RFP.

Award of the contract will be to the respondent who has submitted the most responsive and responsible proposal as determined by the City Commission, in its sole and absolute discretion. The City Commission's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified respondent.

5. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the respondent that it has made itself familiar with and shall at all times observe and comply with federal, state, and local laws, ordinances, codes, and regulations, which may bear on the services procured by this RFP. No plea of misunderstanding will be considered on account of ignorance thereto. The Respondent shall indemnify and save harmless the City and all of its officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations, whether by itself, its employees, subcontractors, or agents.

6. PREPARATION OF PROPOSALS AND SIGNATURE BY AUTHORIZED REPRESENTATIVES

The respondent's proposal shall be submitted as required by the RFP Documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in numerical figures, the total cost for each unit item quantity calculated and stated in numerical figures, the lump sum stated in numerical figures, and the grand total for all items proposed computed and stated in numerical figures. The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

An authorized representative of the company shall complete and sign the Proposal Form as set forth in Appendix A.

A corporation or other company or entity must name the state of incorporation and specify whether it is authorized to do business in the State of Florida. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation. Such officer or agent must present legal evidence that they have lawful authority to sign the proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is awarded this RFP, such corporation shall present evidence that it is registered and authorized to do business in the State of Florida.

7. REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

The City reserves the right to reject any or all proposals at any time in its sole and absolute discretion. Nothing contained herein shall be deemed to give any respondent a property interest in this RFP or any expectation of an award.

The City further reserves the right to waive any irregularity, variance, or informality, whether technical or substantial in nature, and to accept or reject any part of a proposal, in its sole and absolute discretion.

8. INQUIRIES AND ADDENDA

Each respondent shall examine the RFP Documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made in writing to the Project Manager by November 19, 2025.

Robert Moser
750 Main Street
Safety Harbor, FL 34695

Phone: 727-724-1550 ext. 2006
Email: jmoser@cityofsafetyharbor.com

The City shall not be responsible for oral interpretations given by any City employee, representative, or others, other than the Project Manager or Designee. The issuance of a written addendum is the only

method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective respondents who have requested a copy of the RFP. However, it shall be the responsibility of each respondent, prior to submitting a response, to contact the City of Safety Harbor's Public Works Department (727-724-1550) to determine if addenda were issued and to make such addenda a part of the response.

9. INSURANCE REQUIREMENTS

A. General

As part of its proposal, the respondent shall provide evidence of the following described insurance. These insurance requirements shall not limit the liability of the respondent. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the respondent's interests or liabilities but are merely minimums.

If requested by the City, the respondent shall furnish complete copies of the respondent's insurance policies, forms, and endorsements. Except for workers' compensation, the respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The respondent's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The respondent is responsible for the amount of any deductible or self-insured retention.

Submitting certificates or other documentation of insurance or policies or copies of policies which indicate less coverage than required does not constitute a waiver or alternation of the minimum required amounts set forth below.

B. Coverage and Limits:

i. Commercial General Liability

Respondent shall maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Respondent shall, at the request of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

ii. Business Auto Liability

Respondent shall maintain Business Auto Liability insurance with minimum limits of \$500,000 per claim

and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance, or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

iii. Workers Compensation Coverage

The respondent shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

The respondent shall also purchase any other coverage required by law for its employees.

iv. Professional Liability (errors and omissions) Coverage

Professional liability (errors and omissions) insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

C. Insurance of the Respondent Primary

Insurance required of the respondent shall be considered primary.

10. PUBLIC INSPECTION/EXAMINATION OF PROPOSALS

Proposals are public record under Florida law. However, Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) days of the opening date, whichever is earlier, pursuant to § 119.071(1)(b)2, Florida Statutes. In the event the City decides to reject all proposals and determines to reissue the competitive solicitation, proposals will not be available for public inspection until the City notices an intended decision concerning the reissued solicitation, or twelve (12) months have passed from the initial rejection of all bids, pursuant to § 119.071(1)(b)3, Florida Statutes. Respondents shall clearly mark each page of its proposal that contains trade secrets or other information which the Respondent believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the "Sunshine Laws"). If a Responder fails to clearly mark such information or marks its entire proposal as a confidential trade secret, the City will be under no obligation to treat such information as confidential or exempt under the Sunshine Laws. Evaluation and disclosure of information marked according to the requirements of this section will be determined by the City in its sole and absolute discretion and in accordance with the Florida laws, rules, and regulations.

11. ACCEPTANCE OF PROPOSALS

The signed proposal shall be considered an offer on the part of the Respondent; such offer shall be deemed accepted upon award of the contract by the City Commission. Upon award, Respondent and City shall execute the contract set forth in Appendix C.

12. IDENTIFICATION CARD

Pursuant to section 166.246, Florida Statutes, Respondent represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

13. APPROVED EQUIVALENTS OR EQUALS

Any manufacturer's name, trade name, brand name, model number, etc. listed in the specifications are for information only, and are not intended to limit competition. The respondent may offer any brand for which it/she/he is an authorized representative, which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item, supporting information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City reserves the right to determine acceptance of proposed equivalent of equal items.

14. NO CONSIDERATION OF RESPONDENTS SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Pursuant to section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of Respondent's social, political, or ideological interests when determining if Respondent is a responsible Respondent, nor may the City give preference to Respondent based on Respondent's social, political, or ideological beliefs.

15. REQUIRED DISCLOSURES

With its proposal submission the respondent must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) respondent, (ii) any business entity related to or affiliated with respondent, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of respondent or of any such related or affiliated entity. This disclosure will not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded.

At its sole discretion, the City may reject any proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a proposal, respondent recognizes and accepts that the City may reject the proposal based upon the exercise of its sole discretion and respondent waives any claim it might have for damages or other relief resulting from the rejection of its proposal based on these grounds.

16. APPROPRIATIONS CLAUSE

By submitting a Proposal, the Respondent certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the selected respondent of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

17. NON-DISCRIMINATION

The contract awarded as a result of this Request for Proposals will be awarded without discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Respondents certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

18. UNAUTHORIZED ALIENS

The City will consider the employment by the Respondent of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

19. DISABILITY

The City does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Bid Meeting), should contact the person named on page one of this document at least seven (7) days in advance of the activity to request accommodations.

APPENDIX A

**CITY OF SAFETY HARBOR, FLORIDA
PROPOSAL FORM**

Safety Harbor City Park Athletic Field LED Light Conversion

RFP NO. 2025-01-CIP-PW

Firm Name

Home Office Address

City, State

Telephone Number

Address: Branch office servicing City of Safety Harbor (other than above)

Name, Title & Telephone No. of Contact Representative for City

The undersigned attests to his (her, their) authority to submit this Proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

Signature

Witness Signature

Typed Name & Title of Above Signatory

Witness Signature

APPENDIX B

**CITY OF SAFETY HARBOR, FLORIDA
Safety Harbor City Park Athletic Field LED Light Conversion**

RFP NO. 2025-01-CIP-PW

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____ (Print individual's name
and title)

for _____ (Print name of entity
submitting sworn statement)

whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 with the United States including, but not limited to, any bid proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, 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 Paragraph 287.133(1)(a), Florida Statutes 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 Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.
6. Based upon 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 this 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 this 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 the 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 this 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 OFFICER 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 CALENDER 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2024, by _____, who (____) is personally known to me or (____) produced _____ as identification.

Notary Public
My commission expires:

APPENDIX C

AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into on this _____ day of _____, _____ by and between **the City of Safety Harbor, Florida**, a municipal corporation whose address is 750 Main Street, Safety Harbor, Florida 34695 (the “City”) and _____, a _____ with its principal place of business located at _____ (“Contractor”)(collectively “the Parties”).

WHEREAS, the City issued a request for proposals, from interested parties regarding the _____ on _____; and

WHEREAS, the Contractor timely submitted a response to the proposal on _____

_____ (the “Contractor’s Response”); and

WHEREAS, the City Commission awarded this Agreement to the Contractor at its duly held public meeting on _____ (the “Effective Date”) for an amount not to exceed \$ _____ (the “Contract Total”); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS – The above recitals are true and accurate and incorporated into this Agreement by reference.

2. DOCUMENTS – “Contract Documents” shall mean and refer to this Agreement, the Scope of Work (attached as Exhibit “A”), the Contractor’s Quote (attached as Exhibit “B”), and the original Purchase Order. All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement shall control, then the Purchase Order, followed by Exhibit A and Exhibit B.

3. CONTRACT TERM – The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Work is fully and finally completed to the satisfaction of the City (the “Contract Term”).

4. CONTRACT TIME. Contractor shall begin Work upon the City issuing a “Notice to Proceed” to Contractor. The City may issue the Notice to Proceed in its sole and absolute discretion and nothing contained herein shall be construed as an obligation of the City to issue the Notice to Proceed within any specific time. Contractor shall have all Work completed to the satisfaction of the City within sixty (60) days of the City issuing the Notice to Proceed (the “Contract Time”).

5. SCOPE OF WORK – Contractor shall perform all work and services set forth in the Request for Proposals in accordance with all specifications, requirements, and conditions set forth in the Contract Documents (the “Work”). Contractor acknowledges that it has read all specifications for the Project and understands them.

The Parties acknowledge and agree that the scope of services for the Project is a general guide of the minimum requirements and is not intended to be a complete or comprehensive list of all requirements necessary to complete the Project. Contractor shall cause all Work to be completed in a workmanlike manner in accordance with the Contract Documents. Contractor shall provide services of first quality, and all Work and workmanship associated with the Work must be in accordance with customary standards of the various trades and industries involved in the Work. Contractor shall enforce strict discipline and good order among its employees, subcontractors, representatives, agents, and any others carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The City shall communicate directly with Contractor and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing the Work. Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. Upon completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. The City specifically reserves the right to contract with other entities for the Work described in the Contract Documents or for similar work if it deems, in its sole and absolute discretion, such action to be in the City's best interest.

6. COMPLIANCE WITH LAWS - Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Work and Contractor's services under the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. Contractor shall also be solely responsible for compliance with the required contractor provisions per the Federal Emergency Management Agency (FEMA) contract requirements if this project is Federally reimbursable, as per 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, which includes Equal Opportunity Employment, Davis-Bacon Act, Copeland Anti-Kickback Act, Clean Air Act and Federal Water Pollution Control Act, Debarment and Suspension, Byrd Anti-Lobbying Amendment, etc. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Work.

7. PRIOR SITE INSPECTION - By executing this Agreement, Contractor hereby represents that it has visited the site for the Work, become familiar with local conditions under which the work is to be performed, and correlated observations with requirements of this Agreement. Before commencing construction, Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with this Agreement; and (3) report any errors, inconsistencies, or omissions discovered to the City prior to commencing any design, construction, or installation of the Work.

8. PAYMENT AND PERFORMANCE BONDS. Contractor shall provide a performance bond, letter of credit, or certificate of deposit payable to the City ("Security") in the full amount of the Contract Sum to secure Contractor's performance of its obligations under this Agreement. The Security shall be submitted to the City prior to beginning the Work and shall be maintained at all times during the Contract Term. The Security shall be conditioned upon full performance of all obligations imposed upon Contractor under the Contract Documents. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form acceptable to and approved by the City Attorney. The Security shall provide that in the event the City terminates this Agreement for breach, the City may have recourse against the Security for all damages that the City would be entitled to from Contractor under this Agreement. In the event the Parties agree on a modification to increase the Contract Sum pursuant to the terms of this Agreement, the City may require additional Security up to one hundred percent (100%) of the increase in the Contract Sum by directing Contractor to increase the amount of the

existing Security or to obtain additional Security. If Contractor uses subcontractors for any part of the Work, it shall provide for a payment bond in the amount equal to the total of all subcontracts.

9. CHANGES TO WORK – The Contract Documents may only be modified by written agreement of the Parties. The City Manager, or his designee, authorized to make changes to this Agreement, and only if such change is in writing, is within the scope of the Work, and does not serve to increase the Contract Sum, the Contract Time, or change the scope of services. If any change would cause an increase or decrease in the Contract Sum or Contract Time, Contractor shall notify the City within ten (10) days in writing. In the case of an increase to the Contract Sum or Contract Time, the written notice shall state in all capital, bold letters that the City's written order would result in an increase in the Contract Sum and/or Contract Time. Such notice must be submitted and approved by the City Commission prior to performing any work or incurring any costs for such work. Contractor shall not be entitled to any compensation for such work unless and until approved by the City Commission. Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement except for those changes which would increase the Contract Sum. Any instructions, written or oral, given to Contractor by someone other than the City Manager that represent a change in the Work or any of its terms, will not be considered as an authorized change. Any action on the part of Contractor for unauthorized changes shall not be grounds for any additional payment or consideration.

10. PAYMENT – In consideration of Contractor's faithful performance of the Work, the City agrees to pay Contractor the Contract Sum. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.74, Florida Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

- a. *Pay applications.* Each application for payment shall be accompanied by a release and affidavit in a form approved by the City showing that all materials, labor, equipment and other bills associated with that portion of the Work have been paid in full. Further, Contractor shall attached a written DBE and Davis Bacon wage status report. The City shall not be required to make any payment until all such information requested by the City has been provided.
- b. *Payment Process.* Contractor acknowledges and agrees that each application for payment is subject to the City's review and approval. The City shall have the right to refuse to approve payments for any amounts, or portions thereof, if attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probably filing of third party claims against the City attributable to the fault or neglect of Contractor; (c) Contractor's failure to make times and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed within the Contract Sum; (e) reasonable evidence that the remaining Work cannot be completed within the Contract Time; (f) Contractor's failure to perform the Work in an satisfactory manner to the City and in accordance with the requirements of the Contract Documents; (g) Contractors failure to submit documentation required by the Contract Documents, or requested by the City; or (g) any other breach of the requirements of the Contract Documents by Contractor. If any such conditions are not remedied, the City may terminate this Agreement upon written notice to Contractor. Payment due date is calculated from the date the City has approved an application for payment pursuant to the Florida Prompt Payment Act.
- c. *Final Payment and Effect.* The City shall make final payment to Contractor within twenty-five (25) calendar days after the Work is fully and finally accepted by the City in accordance with the Contract Documents and Section 218.735, Florida Statutes, provided that, as an explicit condition precedent to final payment, Contractor shall have furnished the City with all close out documentation including, but not limited to, a properly executed and notarized final release, in the

form approved by the City, a duly executed copy of surety's consent to final payment, and such other documentation that may be required by the Contract Documents or requested by the City. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Work, except those identified in writing by Contractor as unsettled in the final application for payment. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for defective work.

- d. *Taxes.* The City is exempt from state sales tax, federal taxes on transportation charges, and any federal excise tax. If Contractor prepays transportation charges, the City shall have no obligation or responsibility to reimburse Contractor for the taxes paid.

11. WARRANTY - Contractor hereby represents and warrants that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by this Agreement; (2) the work will be free from defects for a period of twelve (12) months from the date of final completion of the Work and acceptance by the City; and (3) the work will conform to all requirements of the Contract Documents. Upon completion of the Work, Contractor shall assign any subcontractor's, manufacturer's, and/or materialman's warranties to the City.

- a. *Correction of Work.* Contractor shall promptly correct any and all work rejected by the City as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, the City may direct Contractor in writing to stop the work until the correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.
- b. *Right to Carry Out Work.* If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due Contractor.

12. DELAY IN PERFORMANCE - The timely receipt of the Work and all submittals and deliverables associated therewith is essential. If the Work and all deliverables associated therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City. Notwithstanding the foregoing, the City may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to the City in accordance with subsection (d) below.

- a. *Force Majeure.* Contractor shall be entitled to a reasonable extension of time from the City for the delays resulting from damage to Contractor's and/or the City's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Contractor's obligations under the Contract Documents.

- b. *Unavoidable Delay.* If the Work is unavoidably delayed, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension from the City shall extend the Contract Time, unless set forth in writing and approved by the City Commission.
- c. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.
- d. *Notification of Delay.* Contractor shall provide written notice to the City within five (5) working days if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Such notice shall include as much detail as is available, including any request for extension of time. If the delay would cause an increase to the Contract Sum or Contract Time, the written notice shall state in all capital, bold letters that Contractor is requesting an increase in the Contract Sum and/or Contract Time. Any change in the Contract Sum or Contract Time must be approved by the City Commission and Contractor shall not be entitled to any compensation for such work unless and until approved by the City Commission. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by the City to make a decision on any request for extension. The City will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. The City will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension unless it follows the provisions of this Section and the granting of such extension is in the sole discretion of the City. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

13. TERMINATION – The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (a) Contractor fails to fulfill or abide by any of the terms or conditions specified in this Contract Documents; (b) Contractor fails to perform in the manner called for in this Contract Documents; or (c) Contractor does not provide services in accordance with the requirements of the specifications in this Contract Documents. In its sole discretion, the City may allow Contractor a period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Additionally, in the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

14. REPROCUREMENT UPON TERMINATION - If this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

15. NOTICE OF CLAIMS. In the event that Contractor has any controversy, claim or dispute arising out of or related to this Agreement, whether such claim or dispute involves a claim by Contractor for additional time,

compensation for a change order, any increase in the Contract Sum or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within this time frame, and in the manner provided in this paragraph.

- a. *Continuation of Work.* Unless otherwise directed by the City, Contractor shall continue performing while matters in dispute are being resolved, unless the continuation of performing will cause additional claims for additional compensation on the same grounds set forth in the claim provided to the City.
- b. *Claims for Damages.* Should Contractor suffer injury or damage to person or property because of any act or omission of the City or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to the City within ten (10) days after the first observance of such injury or damage, or shall be forever barred.

16. INDEMNITY – The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this Agreement, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this section, Contractor shall assume control of the defense of any claim asserted by a third party against the City for which Contractor is obligated to indemnify, defend, and hold harmless the City this section and, in connection of such defense, shall appoint lead counsel in each case at Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this section, Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the

third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (b) the third party claim seeks an injunction or equitable relief against the City; or (c) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith

17. PUBLIC RECORDS – Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

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

Telephone number: 727-724-1555

E-mail address: rtelesca@cityofsafetyharbor.com

Mailing address: 750 Main Street, Safety Harbor Florida 34695

18. WARRANTIES – In addition to all warranties, established by statute or common law, or set forth elsewhere in the Purchase Order, Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the City, and shall be of best quality and fit, sufficient for the purpose for which purchased, and free from all patent and latent defects. The City's failure to give notice to Contractor of any breach of warranty shall not discharge Contractor's liability

thereof. Without limiting the generality of the foregoing, Contractor agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve (12) months of receipt by the City.

19. INSURANCE – Before beginning any work under this Agreement, and until full and final acceptance of the Work by the City, the Contractor shall procure and maintain comprehensive general liability insurance, at Contractor's sole expense, with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for bodily injury liability and minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office. Proof of insurance must be provided to the City prior to beginning any work under this Agreement.

20. ASSIGNMENT – The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Notwithstanding the foregoing, the City may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of the City or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the City deems necessary or advisable under the circumstances.

21. ATTORNEY'S FEES – In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys' fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

22. NOTICES – All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the City:

Josh Stefancic, City Manager
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695

If to Contractor:

NAME
ADDRESS
CITY, STATE, ZIP

With required copy to:

Sarah Johnston, City Attorney
Bryant Miller Olive P.A.
400 North Tampa St., Suite 1600
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

23. ENTIRE AGREEMENT – The Contract Documents set forth the entire agreement between the Parties with respect to the subject matters covered by this Agreement and supersede all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

24. MODIFICATIONS - This Agreement may not be amended or modified except in writing, executed by the Parties.

25. NO THIRD PARTY BENEFICIARIES - This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

26. CONTROLLING LAW AND VENUE – The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under the Contract Documents shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

27. WAIVER - No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.

28. HEADINGS AND SECTION REFERENCES - The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

29. MUTUAL DRAFTING - This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

30. SEVERABILITY – If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though that portion had never been a part thereof.

31. AUTHORIZATION – The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

32. NONEXCLUSIVE NATURE – This Agreement does not grant Contractor an exclusive privilege or right to supply services to the City. The City makes no representations or warranties as to a minimum or maximum procurement of Work hereunder.

33. E-VERIFY – Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work under this Agreement.

34. PUBLIC ENTITY CRIME ACT – Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time,

which essentially provides that a person or affiliate who is a contractor and who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by the City pursuant to this Agreement.

35. SCRUTINIZED COMPANIES – By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law.

36. NO AFFILIATION WITH FOREIGN COUNTRIES OF CONCERN – By executing this Agreement and each and every renewal (if renewal is separately provided for herein), if this Agreement would grant Contractor access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes, Contractor certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Contractor certifies, represents, and warrants that: (a) Contractor is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of or has its principal place of business in a foreign country of concern.

37. NO ISSUANCE OF IDENTIFICATION DOCUMENTS – Pursuant to section 166.246, Florida Statutes, Contractor represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

38. ANTI-HUMAN TRAFFICKING. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 787.06, Florida Statutes, Contractor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Contractor will provide to the City an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if Contractor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The affidavit is attached to and incorporated in this Agreement.

39. ELECTRONIC SIGNATURES – This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

40. COUNTERPARTS – This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS THEREOF, Contractor and the City hereby execute and deliver this Agreement as of the Effective Date.

THE CITY OF SAFETY HARBOR, FLORIDA

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Attest: _____

City Clerk

By: _____

Signature: _____

Print Name: _____

Title: _____

Approved as to form: _____

City Attorney