

**NOTICE AND AGENDA  
CITY OF TREASURE ISLAND, FLORIDA  
BOARD OF COMMISSIONERS REGULAR WORKSHOP  
CITY HALL AUDITORIUM, 120 108<sup>TH</sup> AVE, TREASURE ISLAND, FL 33706  
JANUARY 3, 2017  
IMMEDIATELY FOLLOWING THE COMMISSION MEETING**

**I. DISCUSSION**

1. Consideration of Ord. 17-04, Revising Chapter 18, Environment, Article IX "Portable Storage Units"
2. Consideration of , Res 16-112, Dedication of Two 10-foot Easements to Duke Energy on a City of Treasure Island Property
3. Consideration of , Ord 16-17, Repealing Chapter 71, "Recreational Vehicles"
4. Consideration of , Ord 16-18, Creating Article IV titled "Recreational Vehicles" in Chapter 50 "Traffic and Vehicles"
5. Consideration of , Ord 16-19, Repealing Chapter 67, "Junked, Abandoned and Wrecked Property"
6. Consideration of , Ord 16-20, Creating Article VIII – titled "Junked, Abandoned, and Wrecked Property" in Chapter 18
7. Consideration of Res. 17-06, Approval of a Hold Harmless Agreement with the City of Largo for Fire Department Training
8. Consideration of Res. 17-01, Award of Meters and Paystations Purchase to CALE America, Inc.
9. Consideration of Res. 17-04, Authorization to Purchase Replacement Dumpsters from Iron Container, LLC
10. Consideration of Ord. 17-01, Increase Public Service Tax for Gas and Fuel Oil to 10% and 4 cents per gallon to be effective July 1, 2017

**II. OLD BUSINESS**

**III. CITY MANAGER AND CITY ATTORNEY REPORT**

**IV. CITY COMMISSION REPORTS**

**V. PUBLIC COMMENT**

**VI. ADJOURN**

Any person desiring to file an appeal to any action taken by the Commission at this meeting will need a record of the proceedings and for such purpose may be required to insure that a verbatim transcript is made. Said transcript shall be made by the appellant at his or her expense. Therefore, you may wish to provide a court reporter at your expense.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL 33706 or by phone at 727-547-4575 at least two working days prior to the meeting to advise what assistance is needed.



## CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

January 3, 2017

Item No. 1. 8.

**DATE:** December 15, 2016

**TO:** Reid Silverboard, City Manager

**FROM:** Amy Davis, Finance Director

**SUBJECT:** Resolution No. 17-01, Authorization to Enter into Contract with CALE for the purchase, installation and on-going software support of pay stations and meters

### Background:

The City currently has 334 metered parking spaces throughout the city using a combination of pay stations and meters. Enforcement is done through one parking enforcement officer and police officers when the parking enforcement officer is not on duty and there is no other call in queue. In FY 2016, the city collected a total of \$467,000 in metered parking fees (including parking contracts with Bilmar, Sunset Vista and Beachside Palms = \$25,422).

During the budget process this summer, staff proposed four changes to the City's metered parking to increase revenues. Two of the four proposed changes have already been approved and implemented, they were increasing the rate per hour to \$2/hour and contracting with Complus Data for parking ticket software and collection. The third and fourth proposed changes were to increase the number of metered parking spaces and to replace the pay stations and meters. The replacement of the existing pay stations will take advantage of newer parking payment and management technology and will be much more user friendly. For example, some of the common complaints on our current system are:

- No receipt is provided (difficult to confirm payment)
- Screens are hard to see in the sun/daylight
- Not user friendly (not intuitive)
- Ability to process credit cards goes down during an event, Holiday weekend or bad weather
- No mobile technology for users to manage/pay for parking from a cell phone

RFP No. 1617-04 was advertised on October 19, 2016 with responses due by November 10, 2016. Two responses were received, of which both were considered responsive by the evaluation committee at the meeting held on November 16, 2016. The evaluation committee consisted of the Purchasing Coordinator, Recreation Director, Assistant Finance Director and the Parking

Enforcement Officer. Both firms were asked to make a presentation on December 1 to include a live demonstration of their product. The second ranked firm declined to participate in the presentation and demonstration due to their proposal being substantially higher in cost than the first ranked firm CALE, Inc.

**Discussion:**

Staff is recommending the following 5 current unmetered parking areas be converted to metered parking:

- 99<sup>th</sup> Avenue – gravel lot
- 103<sup>rd</sup> Avenue – gravel lot
- 106<sup>th</sup> Avenue – existing parking spaces on North side
- 124 Avenue – gravel lot
- City Hall Parking Lot – metered only on weekends and Holidays

These additional areas will add an additional 76 spaces to bring the total number of metered spaces city-wide from 334 to 410. Exhibit 2, Metered Parking table, shows the breakdown by area of spaces, number of pay stations and number of dual/single meters. By changing 5 additional areas to metered parking, it will cost \$17,305 for the purchase and installation of pay stations and dual/single meters. The payback for this purchase is small, requiring each space just under 2 hours and 15 minutes of paid parking per week for one year. Using the most conservative estimates of 3 hours of paid parking per week for each space, projected revenue is \$23,700 annually based on the current \$2/hour rate.

The additional areas being proposed are areas that staff believes are good areas to target for the first expansion of metered parking because they are areas that are frequently used and are not complicated in terms of limiting parking in residential areas. There are other areas of the City where the expansion of metered parking will be more challenging and staff will work first with the neighboring properties to come up with a plan on those more difficult areas before coming to the City Commission.

There are minor improvements that will need to be made by the Public Works Department to allow for these areas to become metered by space. Improvements such as parking space numbers, handicap signs, parking fine signs, parking stops, etc... The estimated improvements for the additional areas of metered parking will be approximately \$2,200 and can be absorbed within the Municipal Services Program budget.

Staff is seeking approval to enter into a contract with CALE America Inc. for the purchase of parking pay stations and meters. The total number of pay stations is 17 pay stations and a total of 38 meters (dual/single) and associated software, training and installation. CALE America Inc. was founded in 1955 in Stockholm, Sweden and is a leading parking solution provider. CALE has worked with 2,000 different parking organizations installing over 100,000 terminals in 38 countries worldwide. In Florida, CALE has 35 accounts including the cities Deerfield Beach, Clearwater, Key West, Maderia Beach and Pinellas County.

Staff is recommending CALE America Inc. for a number of reasons, with the main ones listed below:

- CALE America Inc. corporate offices are located in Clearwater, Florida where tech support and field technicians will be readily available to us.
- The back-office web program will allow the City to manage and control payment terminals in real time, increasing efficiency and improved audits, statistics and financial reporting.
- CALE credit card payment software is PCI DSS compliant (newer security requirements)
- Has integrated processing for credit card payment, thereby allowing for the elimination of a third party to push data (will save Treasure Island up to 3% of credit card amounts).
- Coin validator allowing for the rejection of foreign or other coin-like items for payment.
- Batch processing for credit card payments allows for “business as usual” even when cellular lines are overpowered or are down.
- CALE units are modular in the sense that you can plug in the components you want allowing for Treasure Island to change components over time if payment options are to change.
- CALE units are solar powered with a redundant battery and are ADA compliant.
- CALE offers dual space parking meters, bringing the purchase and recurring software costs down when compared to two single space parking meters.
- The CALE pay station has motion sensor light bars.
- The pay stations and meters instructions are user friendly, the screens can be seen in bright sunlight and provides the user a receipt.
- Has mobile pay functionality to allow users to manage and pay for their parking from their cell phones.
- Has a 2-year warranty, of which afterwards an extended warranty can be purchased.

CALE America Inc. will have a pay station set up at the Commission Meeting for the Commission and the public to see. The evaluation committee and Chief Boudreau will also be in attendance at the Commission Workshop to address questions.

#### **Source of Funds:**

Funding for the replacement of the pay stations and parking meters is budgeted in the Penny for Pinellas Fund at \$150,000 in FY 2017 and \$40,000 planned for FY 2018. A budget amendment to increase the appropriation for this project will be needed in the amount of \$23,598 from the unassigned Penny for Pinellas Fund.

The total of the proposed contract award to CALE America, Inc. including the additional pay stations and meters to allow for an additional 76 parking spaces to become metered is \$173,598.

#### **Recommendation:**

Staff is requesting City Commission approval of Resolution 17-01, authorizing staff to enter into a contract with CALE America, Inc. to purchase, install and for on-going software support for parking pay stations and meters city-wide in the amount of \$173,598. Additionally, the

Resolution authorizes a budget amendment within the Penny for Pinellas Fund to appropriate funds in the amount of \$23,598 from the unassigned fund balance.

Resolution No. 17-01

Proposals Received, Proposed (Exhibit 1)

Breakdown of costs by parking area (Exhibit 2)

Brochure for CALE America Inc. Pay Station

Aerial Photos of Proposed Metered Parking Expansion

Contract

Res 17-01, CALE America, Inc pay stations and meters cover memo workshop 1-3-17 final

**RESOLUTION NO. 17-01**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CALE AMERICA INC. FOR THE PURCHASE OF PARKING PAY STATIONS AND METERS; AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FROM THE PENNY FOR PINELLAS FUND UNASSIGNED FUND BALANCE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Treasure Island currently has 334 metered parking spaces citywide that generate revenue through payments collected/processed by pay stations and parking meters; and

**WHEREAS**, the current pay stations and parking meters were purchased in 2010 and are in need of replacement due to lack of functionality and the City of Treasure Island has received many complaints about the hard to see screens, no receipts and the credit card processing connection; and

**WHEREAS**, staff recommends an increase in the number of parking spaces in order to increase revenue generated from metered parking; and

**WHEREAS**, the proposed expenditure includes the replacement of the existing pay stations/parking meters plus the additional pay stations/parking meters to expand metered parking to 99<sup>th</sup> Avenue, 103<sup>rd</sup> Avenue, 106<sup>th</sup> Avenue, 124<sup>th</sup> Avenue and City Hall Parking Lots which are currently unmetered parking areas within the City; and

**WHEREAS**, funding is available in the Penny for Pinellas Fund in the amount of \$173,598 including a supplemental budget appropriation in the amount of \$23,598; and

**WHEREAS**, the City of Treasure Island Commission, after due consideration, has determined that granting this authorization is in the best interests of the City.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:**

**Section 1.** The City Manager is authorized to execute the contract with CALE America Inc. for the purchase, installation, training and on-going software support for pay stations and parking meters in the amount of \$173,598.

**Section 2.** The Commission authorizes a supplemental budget appropriation in the amount of \$23,598 from the Penny for Pinellas unassigned fund balance to Account 123-5300-64445 Parking Meters.

**Section 3.** This resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the \_\_\_\_ day of January 2017 by Commissioner \_\_\_\_\_ who moved its adoption; was seconded by Commissioner \_\_\_\_\_ and upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT OR ABSTAINING:**

\_\_\_\_\_  
Robert Minning, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Makras, City Clerk

Res 17-01, CALE America, Inc pay stations and meters workshop 1-3-17 final

**Exhibit 1**  
**RFP No. 1617-04 Pay Stations, Meters and Software**  
**Proposals Received November 16th, 2016**

				<i>Proposed Contract Award</i>	
<b>Purchase of Pay Stations (Onetime)</b>	<b>Quantity</b>	<b>CALE</b>	<b>PSX</b>	<b>Quantity</b>	<b>CALE</b>
Pay Stations	16	\$ 104,800.00	\$ 164,784.64	17	\$ 111,350.00
Optional Bill Changers	7	\$ 6,650.00	\$ 13,157.69	7	\$ 6,650.00
Light Bar with Motion Sensor	16	\$ 6,400.00	-----	17	\$ 6,800.00
<b>Total</b>		<b>\$ 117,850.00</b>	<b>\$ 177,942.33</b>		<b>\$ 124,800.00</b>
<b>Purchase of Meters (Onetime)</b>	<b>Quantity</b>	<b>CALE</b>	<b>PSX</b>	<b>Quantity</b>	<b>CALE</b>
Dual Space Meters	29	\$ 25,085.00	-----	31	\$ 26,815.00
Single Space Meters	6	\$ 3,690.00	\$ 52,838.40	7	\$ 4,305.00
<b>Total</b>		<b>\$ 28,775.00</b>	<b>\$ 52,838.40</b>		<b>\$ 31,120.00</b>
<b>General Services (Onetime)</b>	<b>Quantity</b>	<b>CALE</b>	<b>PSX</b>	<b>Quantity</b>	<b>CALE</b>
Training	1	\$ 700.00	\$ 2,520.00	1	\$ 700.00
Pay Station Installation	16	\$ 2,000.00	\$ 5,880.00	17	\$ 2,125.00
Meter Installation	35	\$ 1,750.00	\$ 11,235.20	38	\$ 1,900.00
Shipping	1	\$ 125.00	-----	1	\$ 125.00
<b>Total</b>		<b>\$ 4,575.00</b>	<b>\$ 19,635.20</b>		<b>\$ 4,850.00</b>
<b>On-Going Services (Recurring Costs)</b>	<b>Quantity</b>	<b>CALE</b>	<b>PSX</b>	<b>Quantity</b>	<b>CALE</b>
Pay Station Software	16	\$ 8,640.00	\$ 15,069.44	17	\$ 9,180.00
Meter Software	35	\$ 3,360.00	\$ 14,337.92	38	\$ 3,648.00
<b>Total</b>		<b>\$ 12,000.00</b>	<b>\$ 29,407.36</b>		<b>\$ 12,828.00</b>
<b>Total Onetime Costs</b>		<b>\$ 151,200.00</b>	<b>\$ 250,415.93</b>		<b>\$ 160,770.00</b>
<b>Total Recurring Costs</b>		<b>\$ 12,000.00</b>	<b>\$ 29,407.36</b>		<b>\$ 12,828.00</b>
<b>Total</b>		<b>\$ 163,200.00</b>	<b>\$ 279,823.29</b>		<b>\$ 173,598.00</b>

*Proposals were based on 4 additional parking areas changing to metered parking. Proposed Contract Award accounts for 5 additional parking areas resulting in an additional pay station and 3 additional parking meters.*



**City of Treasure Island  
Metered Parking**

**Exhibit 2**

**Purchase and Installation Cost by Parking Area**

**Proposed Additional Metered Parking Spaces FY17**

Location	Number/Type of Parking Spaces						Number of Pay Stations	Costs	Number of Dual Meters	Costs	Number of Single Meters	Costs	Improvements Needed to Meter Parking Area
	Regular	Handicap	60 Minute or Visitor	City Vehicle	Other	Total							
99th Avenue (Gravel Lot)	2	1	0	0	0	3			1	\$ 915.00			Install three (3) curb stops, new parking meter heads and signage for handicap parking space.
103rd Avenue (Gravel Lot)	9	1	0	0	0	10			4	\$ 3,660.00	1	\$ 665.00	Install 10 curb stops, new parking meter heads and signage for handicap parking space.
106th Avenue (Existing parking spaces on north side)	10	1	0	0	0	11			4	\$ 3,660.00	2	\$ 1,330.00	Add striped parking space at east end. Install new parking meter heads and signage for handicap parking space.
124th Avenue (Gravel Lot)	15	1	0	0	0	16	1	\$ 7,075.00					Install 16 parking stops and one pay station. Signage for handicap parking space.
City Hall Parking Lot (Metered on Weekends and Holidays only)	40	3	0	0	0	43	1	\$ 7,075.00	2	\$ 1,830.00	1	\$ 665.00	Add signage for space numbers and new parking meter heads.
<b>Sub-Total</b>	<b>76</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>83</b>	<b>2</b>	<b>\$ 14,150.00</b>	<b>11</b>	<b>\$ 10,065.00</b>	<b>4</b>	<b>\$ 2,660.00</b>	

**Existing Metered Parking Spaces FY17**

Location	Number/Type of Parking Spaces						Number of Pay Stations	Costs	Number of Dual Meters	Costs	Number of Single Meters	Costs	Improvements Needed to Meter Parking Area
	Regular	Handicap	60 Minute or Visitor	City Vehicle	Other	Total							
Community Center (106th/Park Place)	99	5	0	0	0	104	4	\$ 32,100.00					Adding one additional pay station.
Gulf Front Park (Gulf Blvd/104th)	62	3	0	2	0	67	3	\$ 24,075.00					Adding one additional pay station.
Black Skimmer Lot (W. Gulf Blvd/80th)	15	1	0	0	0	16	1	\$ 7,075.00					
Sunset Inn (W. Gulf Blvd/79th)	5	1	0	0	0	6			2	\$ 1,830.00	1	\$ 665.00	Change to double space meters and one single
Tern Lot (W. Gulf Blvd/77th)	52	5	0	0	0	57	3	\$ 21,225.00					Adding one additional pay station.
Heron Lot (Bayshore Dr/75th)	14	1	0	0	0	15	1	\$ 7,075.00					Add signage for space numbers.
Ring-Billed Gull Lot (W. Gulf Blvd/81st)	34	2	0	0	0	36	2	\$ 14,150.00					
Sand Piper Lot (Gulf Blvd/100th)	15	1	0	0	0	16	1	\$ 7,075.00					Add signage for space numbers.
Brown Pelican Lot (W. Gulf Blvd/88th)	9	1	0	0	0	10			4	\$ 3,660.00	1	\$ 665.00	Change to double space meters and one single
White Egret Lot (126th/Sunshine Ln)	11	1	0	0	0	12			5	\$ 4,575.00	1	\$ 665.00	Change to double space meters and one single
Sunset Vista Lot (Gulf Blvd/120th)	18	1	0	0	0	19			9	\$ 8,235.00			Change to double space meters
<b>Sub-Total</b>	<b>334</b>	<b>22</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>358</b>	<b>15</b>	<b>\$ 112,775.00</b>	<b>20</b>	<b>\$ 18,300.00</b>	<b>3</b>	<b>\$ 1,995.00</b>	
<b>Total Combined Metered Parking</b>	<b>410</b>	<b>26</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>441</b>	<b>17</b>	<b>\$ 126,925.00</b>	<b>31</b>	<b>\$ 28,365.00</b>	<b>7</b>	<b>\$ 4,655.00</b>	

<b>Total Purchase and Install Costs Only</b>		<b>\$ 159,945.00</b>
<b>Plus training, shipping and 1 year of software maintenance</b>		<b>\$ 13,653.00</b>
<b>Total Proposed Contract Award</b>		<b>\$ 173,598.00</b>

*Additional equipment, signage and materials from Public Works for installation is approximately \$2,200. Total above does not include training, shipping and on-going software maintenance costs.*

Attachment: CALE America, Inc pay stations and meters 1-3-17 (Res. 17-01 : Res 17-01, Award of Meters and Paystations Purchase to CALE



**CALE  
AMERICA**

## CWT Parking Made Easy

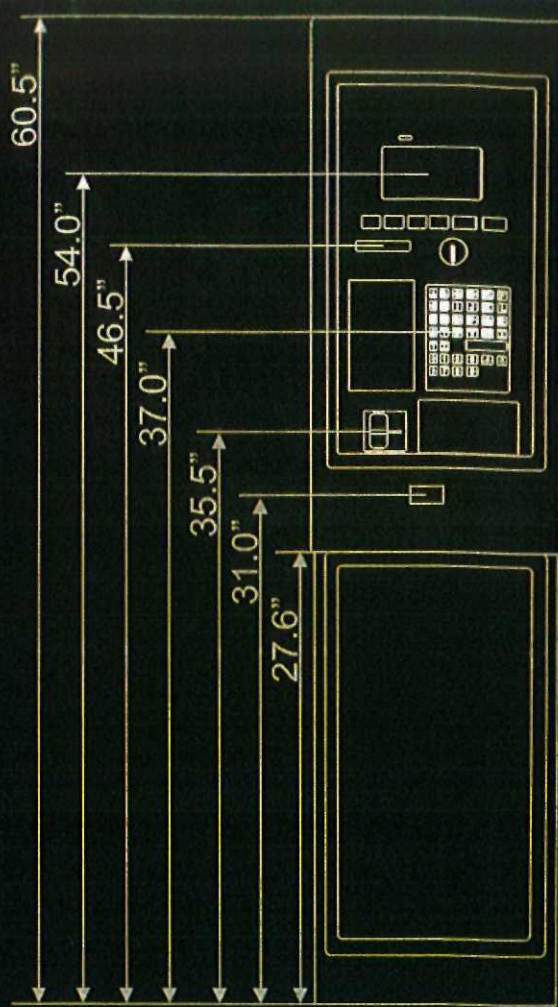
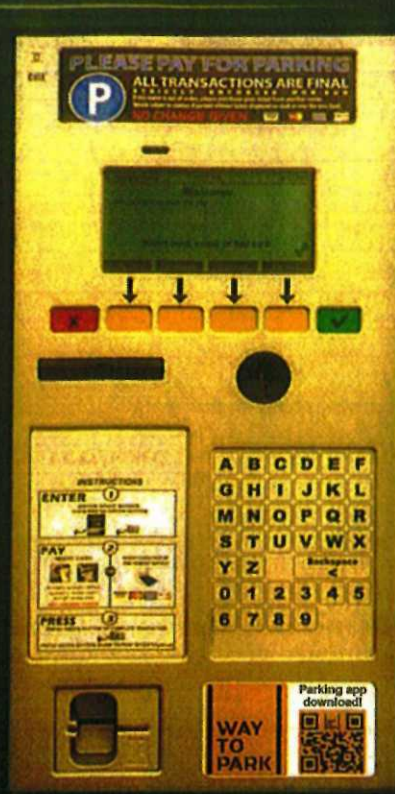
Any Enforcement Style  
Pay by License Plate  
Pay by Space  
Pay and Display



- Enforcement Applications: Pay by Plate, Pay and Display or Pay by Space
- Meets Current ADA and PCI Compliance Guidelines
- Stainless Steel Construction
- Solar or AC Powered
- Programmable LCD Display 3" X 6"
- Access to Cale Help Desk, Open 7 Days per Week
- Payment Options: Coins, Debit/Credit Cards, Contactless Payment, NFC
- Bill Acceptance (Optional)
- 3G Wireless Communications
- Web-based Back-Office Reporting
- Maintenance Tracking with Automatic Tech. Ticket Generation
- Electronic Locks (Optional)
- Custom Graphics
- Finance or Rental Options Available
- Mobile Payment (Optional)
- Online Permit Account and Coupon Code Capable
- Back-Office Rate Configuration Capable

The innovative CWT can change enforcement styles without replacing any hardware!

**& ADA  
COMPLIANT**



# CWT SPECIFICATIONS

<b>Cabinet and Pedestal</b> Dimensions (H x W x D) Construction Weight Paint Compliance	60.5" x 16" x 11.8" LDX Stainless Steel and Aluminum 165-187lbs. Powder-Coated with Anti-Graffiti Paint En12414	<b>Coin System</b> Coin Verifier Coin Slot Protection Escrow Volume Coin Box Volume	Industry Standard for up to 16 Coins/Tokens. 3 switch Controlled, Reprogrammable Tolerance Ranges Mechanical Coin Slot Shutter with Inductive Loop 0.35L, 1.8foz 4.6L 155.5oz with Presence Sensor SW Controlled Overflow Protection Closed Cash Collection System Supported
<b>Electrical Data</b> Solar Operation Power (Optional) Consumption Mains Operation One Heater Two Heaters Battery Operation	12V, 10 W 230 V      115 V 0.2 A      0.4 A 0.5 A      1 A 1 A      2 A 12 V DC	Coin Vault Locks Coin Vault Door Audit/ticket Coin Vault	Abloy Exec. 6mm (0.24") Hardened Steel, 4-Way and 6 Points Drilling-Protected Locking Latches Supported 4mm (0.16") Sheet Metal with Side Drilling Protection
<b>Environmental Conditions</b> Operating Temperature* Heating *Relative Humidity up to 97%	-31° to 158°F High Efficiency Heater with Thermostat. (Only Available with Main Power)	<b>Printer</b> Type Capacity Characters Paper Cutter Ticket Sensor Graphics Orientation Paper Supply Black Mark Ticket Length Paper Thickness Paper Loading	Thermoelectric Up to 4,500 per Roll Proportional Font, up to 25 chars/line Complete Cutting Take Standard Supported Landscape and Portrait 57mm (2.24"), from Roll Supported 75-150mm(2.95-5.90") 55-110g/m Automatic
<b>Operation</b> Function Buttons Display Appl. & Data memory	4 Software Controlled Buttons Below Display Separate Accept and Reject Buttons Alpha Numeric Keyboard with up to 48 Buttons Graphical, Monochrome, 6.6" Supports Various Alphabets Sdcard up to 4GB	<b>Communication</b> 3G, GPRS, LAN Type of Data	Supported Transactions, Blacklists, Tariffs, Parameters, Statistics, SW, OS, Firmware Alarms, Etc.
<b>Near Field Communication</b> NFC Card Payment Magstripe Contactless	Contactless Card or RFID Tag for Electronic Lock and Access and Cale Online Permit Account Service Insertion Reader for Track 2 with Various Online Processing Services. Mifare DES Firesmart Card Support Also used for Electronic Lock access and Cale Online Permit Account Service	<b>Miscellaneous</b> Mounting Frame Electronic Locks Buzzer Audio LED Light Vibration Detector	The CWT Compact is Compatible with Base Anchors Supplied by Cale and Various Terminal Suppliers Patented Cale Technology with Central Administration and Both Electronic and Mechanical Opening Mechanisms Supported Multi Language Audio Support with Pre-Recorded Messages or Sounds for Press of Button, Panels, Popups etc Supported Supported
<b>Central Administration</b> Software	Cale WebOffice		

For more information, please contact the Sales Team at  
 (813)405-3900 or sales@caleamerica.com  
 Cale America Inc.  
 13808 Monroes Business Park  
 Tampa, FL 33635



Attachment: CALE America, Inc pay stations and meters 1-3-17 (Res. 17-01 : Res 17-01, Award of Meters and Paystations Purchase to CALE

**CONVERT EXISTING PARKING AT 99TH AVENUE BEACH ACCESS TO TWO (2) METERED PARKING SPACES AND ONE (1) HANDICAP PARKING SPACE.**

**NO PARKING**

**NO PARKING**

**HANDICAP PARKING SPACE**

**30 FT**

**ADD ONE (1) DOUBLE SPACE PARKING METER**

**CONVERT EXISTING PARKING AREA ON 103RD AVENUE BEACH  
ACCESS TO NINE (9) METERED PARKING SPACES AND ONE (1)  
HANDICAP PARKING SPACE ON NORTH SIDE OF LOT.**

**ADD FOUR (4) DOUBLE SPACE  
PARKING METERS AND ONE (1)  
SINGLE SPACE PARKING METER.**

**NO PARKING ON SOUTH  
SIDE OF PARKING LOT.**

**100 FT**

**HANDICAP PARKING SPACE**

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Google earth

**ADD ONE ADDITIONAL 24 FT METED PARKING SPACE**

**ADD FOUR (4) DOUBLE SPACE PARKING METERS AND TWO (2) SINGLE SPACE PARKING METERS**

**230 FT**

**HANDICAP PARKING SPACE**

**EXISTING NO PARKING AREA ON SOUTH SIDE OF 106TH AVENUE - NO PROPOSED CHANGES**

**CONVERT 10 EXISTING PARKING SPACES ON NORTH SIDE OF 106TH AVENUE TO NINE (9) METERED PARKING SPACES AND ONE (1) HANDICAP PARKING SPACE.**

106th Ave

**CONVERT 16 EXISTING PARKING SPACES ON 124TH AVENUE TO 15 METERED SPACES AND ONE HANDICAP SPACE.**



**150 FT**

**1st St W HANDICAP PARKING**

**ONE PAY STATION**

© 2016 Google

Google earth

Attachment: CALE America, Inc pay stations and meters 1-3-17 (Res. 17-01 : Res. 17-01 : Award of Meters and Paystations Purchase to CALE America, Inc.)

**CONTRACT BETWEEN**  
**THE CITY OF TREASURE ISLAND**  
**AND \_\_\_\_\_**  
**PERTAINING TO**  
**Pay Stations, Meters and Software**

CONTRACT NUMBER CP-1617-04

This CONTRACT is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2016 (“**Effective Date**”), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108<sup>th</sup> Avenue, Treasure Island, Florida, 33706 (“**CITY**”), and \_\_\_\_\_, FEIN \_\_\_\_\_, whose address is \_\_\_\_\_ (“**CONTRACTOR**”), collectively (the “**Parties**”) who hereby agree as follows:

**WITNESSETH**

WHEREAS, the CONTRACTOR has submitted a competitive proposal for the purchase of Pay Stations, Meters and Software as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for the purchase of new Pay Stations, Meters and Software for the City of Treasure Island; and

**NOW THEREFORE**, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

**Section 1. SCOPE OF WORK.**

The Scope of Work/Service is specifically identified in the City’s RFP # 1617-04, but is not limited to the following:

- a. Purchasing New Pay Stations, Meters, Software and instillation.



**SECTION 2. TERM.**

The term of this Contract shall become effective on the date of execution and continue for three (3) years.

**SECTION 3. OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the CITY in accordance herewith.

c. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

d. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 4. STANDARD OF CARE.**

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform

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the services requested in an efficient manner, consistent with the CITY'S stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 5. COMPENSATION.**

a. The amount to be paid under this Contract shall be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration herein, a Not To Exceed Amount of \$\_\_\_\_\_ for **supplying the number of Pay Stations, Meters, Software, Supplies, On-Going Services and General Services in the Proposal in Section III of the RFP**, and at its own cost and expense, to do all the work and furnish all of the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached bid. The CITY shall have at all time, full opportunity to inspect the materials to be furnished and the Work to be performed under this CONTRACT. Such inspection shall not relieve the CONTRACTOR for the responsibility for proper execution of the Work.

b. The final payment will be paid in full to the CONTRACTOR upon the satisfaction by the CONTRACTOR of the following:

- i. Obtaining the CITY'S final acceptance of the Work
- ii. The complete delivery of all warranty documentation

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

d. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

e.

**SECTION 6. TERMINATION.**

The City may terminate this Agreement with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

**SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.**

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this Contract due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

**SECTION 8. INSURANCE.**

The CONTRACTOR shall maintain such insurance as specified in **Exhibit A** (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY prior to the CITY issuing to the CONTRACTOR and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.

**SECTION 9. CITY OBLIGATIONS.**

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 10. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.**

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The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposal Documents for No. RFP-1617-04.
2. Proposal submitted by CONTRACTOR on \_\_\_\_\_.

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Contract dated \_\_\_\_\_ and any attachments.
- C. Request for Proposal Document, No. RFP-15617-04.
- D. Proposal submitted to the City of Treasure Island by CONTRACTOR on \_\_\_\_\_.

**SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall lie in Pinellas County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the parties hereto.

**SECTION 12. INDEPENDENT CONTRACTOR.**

This Contract does not create an employee/employer relationship between the parties. It is the parties’ intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgement of the manner and means of carrying out the CONTRACTOR’S activities and responsibilities hereunder.

**SECTION 13. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

**SECTION 14. COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

**SECTION 15. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omission of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder. This provision shall survive termination of the CONTRACT.

**SECTION 16. SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of

allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 17.**            **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR'S operations of the premises, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 6 hereof.

**SECTION 18.**            **BINDING EFFECT.**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 19.**            **ASSIGNMENT.**

This Contract shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

**SECTION 20.**            **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Contract. It is understood by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

**SECTION 21.**            **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this Contract, or to exercise any right or option herein contained

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

**SECTION 22. MODIFICATION.**

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 23. HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 24. ADMINISTRATIVE PROVISIONS.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Contract and shall have no force or effect thereon.

**SECTION 25. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Contract immediately, without liability and without regard to the notice requirements of Section 6 hereof.

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**SECTION 27. JOINT AUTHORSHIP.**

This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the parties hereto.

**SECTION 28. EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 29. AUDITING, RECORDS, AND INSPECTIONS.**

In the performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Contract, or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Contract based upon its findings in this audit without regard to the termination provision set forth herein

**SECTION 30. SCHEDULE.**

1. The CONTRACTOR agrees to order the equipment under this CONTRACT within ten (10) days from the date set forth in the contract, to comply with all time schedules, and to fully complete the work In accordance with the following:

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a. Work shall be completed within six (6) weeks from commencement of the Work by the CONTRACTOR.

b. Time is of the essence.

2. The CONTRACTOR also agrees to the following as a part of performing the Scope of Services:

a. To attend any other meetings at the CITY as necessary, with the CITY, to review the progress of the work.

b. To perform work within hours acceptable to the CITY.

3. Where any work is performed by the CONTRACTOR'S own forces or by subcontractors under contract with the CONTRACTOR, the CONTRACTOR shall warrant that all materials and equipment included in such Work shall be new except where indicated otherwise in Contract Documents, and that such Work shall be of good quality, free from improper workmanship and defective materials and in conformance with the industry standards. The CONTRACTOR shall also represent the CITY for all warranty claims associated with all materials and equipment provided here under.

4. The CONTRACTOR shall not subcontract out any portion of the work without the expressed written permission of the CITY. If the CONTRACTOR subcontracts any portion of this Work, the CONTRACTOR shall be fully responsible for the acts or omissions of the subcontractor and of those either directly or indirectly employed by the subcontractor, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR shall provide a list of all subcontractors he is proposing to use to complete the work.

### **SECTION 31. PUBLIC RECORDS.**

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities

related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

**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 (727) 547-4575 ext. 229, CityClerk@mytreasureisland.org, and City Hall, 120 108<sup>th</sup>Ave., Treasure Island, FL, 33706.**

**THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS**

**SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.**

**SECTION 32. NOTICE.**

All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, whereupon notice shall be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY shall be made to the CITY at:

The City of Treasure Island  
 Attention: Hal Bruce, Purchasing Coordinator  
 120 – 108<sup>th</sup> Avenue  
 Treasure Island, Florida 33706  
 Phone: (727)-547-4575  
 Fax: (727)-547-4582  
[hbruce@mytreasureisland.org](mailto:hbruce@mytreasureisland.org)

or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Company:  
 Attention:  
 Address:  
 Phone:  
 Fax:  
 Email:

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

**SECTION 33. MISCELLANEOUS.**

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.
2. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital. This Contract shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Contract shall be construed more strictly against any Party.
3. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract unless stated otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.
4. Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved

this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner hereinafter set forth.

5. This Contract shall be executed by the respective dully authorized officials, and shall take effect as of the day and year first above written:

IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

As To  
City of Treasure Island

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

City Attorney

Witnesses:

As To Contractor

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_