



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 682 - 1560 Fax # (850) 682-8077

June 16, 2021

2:00 PM

Council Chambers

CITY COUNCIL SPECIAL MEETING

The Public is invited to view our meetings on the City of Crestview Live stream a at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page. You may submit questions on any agenda item in advance (by 11:00 AM the day of the meeting, please) to cityclerk@cityofcrestview.org.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Open Special Meeting**
4. **Approve Agenda**
5. **Action Items**
 - 5.1. Approval of Golf Course Irrigation Contractor
 - 5.2. Approval of Demolition Contractor(s)
 - 5.3. Resolution 2021-12
6. **Comments from the Audience**
7. **Comments from the Mayor and Council**
8. **Adjournment**

Note: The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Item are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The Card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a

spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. If any person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council of the City of Crestview, Florida does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act to insure access to and participation in the meeting should contact the Office of the City Clerk at (850)682-1560 prior to the meeting to make appropriate arrangements.

Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: June 16, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 6/16/2021
SUBJECT: Approval of Golf Course Irrigation Contractor

BACKGROUND:

The City of Crestview determined that it was necessary to advertise for Bids for an irrigation system for the City-owned golf course formally known as Foxwood.

The bid request was advertised in the Northwest Florida Daily News on May 25th, on the cities website and on Vendor Registry.

DISCUSSION:

The bids were opened and read at City Hall at 2:15 PM on Tuesday, June 15, 2021.

The following bids were received;

1- Green Earth \$1,829,686.96

2- Nutt Construction- \$339,000.00

The lowest responsive bidder is Nutt Construction at \$339,000.00.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Currently Staff is working on a funding strategy for all capital projects. This low bid fits within the previously approved budget for the project.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve the award of the Golf Course Irrigation contract to Nutt Construction and allow City Manager and City Attorney to negotiate contract.

Attachments

1. Nutt Construction section. 301 section
2. Nutt Construction Unit Prices
3. Nutt Construction Drug free
4. Nutt Construction References
5. Green Earth

SECTION 00410

BID BOND

N/A Cashiers Check

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Crestview, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.
Signed, this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to City of Crestview, Florida, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the FOXWOOD GOLF COURSE IRRIGATION installation.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed ninety (90) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

_____(Seal)
Surety's Name and Corporate Seal

By: _____(L.S.)

By: _____
Signature (attach power of attorney)

Title: _____

Title: _____

Attest: _____
Signature and Title

Attest: _____
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

SECTION 00470

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

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

1. This sworn statement is submitted to City of Crestview, FL
(print name of the public entity)
by Clay Uselton, Owner
(print individual's name and title)
for Nutt Construction, LLC
(print name of entity submitting sworn statement)

whose business address is

104 Carnoustie Court
Tallahassee, TN 37388

and (if applicable) its Federal Employer Identification Number (FEIN) is 11-3830135

(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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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 a 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, nonjury 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:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 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 an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 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 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

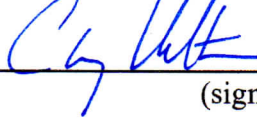
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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

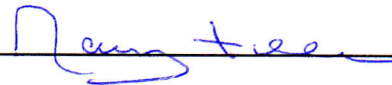
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(signature)

Sworn to and subscribed before me this 2 day of June, 2021.

Personally known ✓



OR Produced identification _____

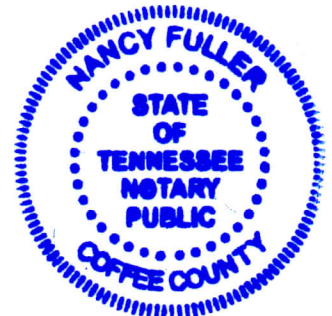
Notary Public - State of Florida TW

(type of identification)

My commission expires 6-18-2022


(printed, typed or stamped commissioned name of notary public.)

END OF SECTION



SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Tennessee

COUNTY OF Coffee

Clay Uselton, being first duly sworn deposes and says that:

1. He (it) is the Owner, of Nutt Construction, LLC, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Clay Uselton

Sworn and subscribed to before me this 2 day of June, 2021, in the
State of TN, County of Coffee

Nancy Fuller Notary Public

My Commission Expires: 6-15-2022



END OF SECTION

SECTION 00490

TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
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FOXWOOD GOLF COURSE IRRIGATION

A.	<u>Zero Dollars</u>
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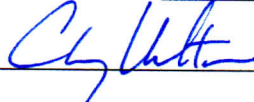
(Cost in Words)

TOTAL \$ 0.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Nutt Construction, LLC

DATE: 6/10/21

BY: 

END OF SECTION

Do not see any trencher being deeper than 44 inches.

SECTION 00301
QUESTIONNAIRE

DATE: 6/10/21

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW, FLORIDA
FOXWOOD GOLF COURSE IRRIGATION**

NAME OF BIDDER: Natt Construction, LLC

BUSINESS ADDRESS: 104 Carnoustie Court

Tallahoma, TN 37388 Phone No. 931-247-6928

CONTRACTOR'S FLORIDA LICENSE NO. SCC131152478

The undersigned warrants the truth and accuracy of all statements and answers herein contained.
Include additional sheets if necessary.

1. How many years has your organization been in business as a Florida Licensed Contractor?

15+ years

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

Refer to Section 00303 (Similar Projects)

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

4. Name three (3) municipalities for which you have performed work and to which you refer:

Refer to Section 00302 (References)

5. Have you personally inspected the sites of the proposed work? Describe any anticipated problems with the site and your proposed solutions?

Yes. Anticipate no problems with the site.

6. Will you subcontract any part of this work? If so, describe which portions:

No

7. What equipment do you own that is available for the work?

We own trenchers, plow, skid steers, excavators, tractors, trailers and all irrigation equipment needed to perform the work. We also own all types of fusion equipment.

8. What equipment will you purchase for the work?

None

9. What equipment will you rent for the work?

Utility carts, storage containers

END OF SECTION

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed subcontractors to be used for this project regardless of racial or gender grouping.

****THE BIDDER SHALL SELF-PERFORM AT LEAST 50% OF THE PROJECT****

<u>Firm Name, Address and Telephone Number</u>	<u>Trade</u>	<u>Estimated Dollar Amount</u>
* N/A		
		\$
*		
		\$
*		
		\$
*		
		\$
*		
		\$
*		
		\$

Use additional sheets if necessary.

END OF SECTION

SECTION 00300

BID FORM

SUBMITTED: 6/10/21
Date

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW
FOXWOOD GOLF COURSE IRRIGATION**

NAME OF BIDDER: Nutt Construction, LLC

BUSINESS ADDRESS: 104 Carnoustie Court, Tullahoma, TN 37388

Phone No.: 931-247-6928 Fax No.: 419-844-7956

E-Mail Address: usef@n0309@gmail.com

CONTRACTOR'S FLORIDA LICENSE NO.: SCC131152478

THIS BID IS SUBMITTED TO: City of Crestview, Florida (hereinafter called Owner) acting through its City Commission.

1. The undersigned Bidder offers and agrees to enter into an Agreement with Owner in the form included in the Bidding Documents, to complete all work for the Contract Price and within the Contract Time, all in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the Owner's time for accepting for Bid and the disposition of Bid Bond.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

- (a) Bidder has examined copies of all the Bidding Documents and of the following addenda:

No. <u>1</u>	Dated <u>5/25/21</u> ;	No. _____	Dated _____
No. <u>2</u>	Dated <u>5/25/21</u> ;	No. _____	Dated _____
No. _____	Dated _____ ;	No. _____	Dated _____
No. _____	Dated _____ ;	No. _____	Dated _____

(Receipt of all which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Bidders.

- (b) Bidder has examined the site and locality where the Work is to be performed and the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- (c) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- (d) Bidder hereby agrees if this Bid is accepted, to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete all work of the Project within the Contract Time stipulated in the Agreement (Section 00500). Bidder further agrees to pay as liquidated damages the amount stated in the Agreement for each consecutive calendar day completion of the work is delayed.
4. Bidder submits the following unit prices to perform all the Work as required by the Drawings and Specifications for the City of Crestview. Bid shall be awarded based on Total Base Bid. Estimated quantities may exceed items listed. Payment based on installed quantities.
5. All Bid Items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

BID SUMMARY

This will be a LUMP SUM BID for all labor and equipment to perform the installation of the irrigation system according to the plans and specifications with the city providing the materials.

TOTAL BASE BID

Three - Hundred and Thirty - Nine
Thousand and 00/100 Dollars

(In words)

\$ 339,000.00

(In numbers)

6. The following documents are attached to and made a condition of this Bid:

- (a) Bid Security (Section 00410 and surety bond or cashier's check).
- (b) Power of Attorney (for surety bond only).
- (c) Public Entities Crime Form (Section 00470).
- (d) Noncollusion Affidavit (Section 00480).
- (e) Trench Safety Affidavit (Section 00490).
- (f) Corporate authority to execute Bid (for any corporate employee other than president or vice president).
- (g) Questionnaire and Subcontractor Listing (Sections 00301 and 00301-A).
- (h) Evidence of Bidder's Certification and License to perform the work.
- (i) Experience and financial statement demonstrating the Bidder's ability to successfully complete the work.
- (j) References (Section 00302).
- (k) Similar Projects (Section 00303).
- (l) Drug Free Workplace (Section 00310).

7. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

8. **COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Do not see any trenches deeper than 44 inches.

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) are included in the various items of the proposal and in the Total Bid Price. For informational purposes only, the Bidder is required to further identify these costs, to be summarized below:

	Trench Safety Measure Description	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	_____	_____	_____	\$ _____	\$ _____
B	_____	_____	_____	\$ _____	\$ _____
C	_____	_____	_____	\$ _____	\$ _____
D	_____	_____	_____	\$ _____	\$ _____
TOTAL:					\$ <u>0.00</u>

THIS IS NOT A PAY ITEM. The purpose of this form is to disclose information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Bid Price. Contractor will not receive additional payment if actual quantities differ from those estimated above or if the Contractor uses a safety measure different than those listed.

Failure to complete the above may result in the Bid being declared non-responsive.

NAME OF BIDDER: Nutt Construction, LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED
BELOW THEIR SIGNATURE)

SOLE PROPRIETORSHIP

N/A (SEAL)
(Individual's Signature)

(SEAL)
(Individual's Name)

Doing Business as: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida Licence No.: _____

A PARTNERSHIP

Nutt Construction, LLC (SEAL)
(Partnership Name)

Clay Uselton (SEAL)
(General Partner's Signature)

Clay Uselton (SEAL)
(General Partner's Name)

Business Address: 104 Carnoustie Court

Tullahoma, TN 37388

Phone No.: 931-247-6928

Fax No.: 419-844-7956

E-Mail Address: uselton0309@gmail.com

Florida License No.: SCC131152478

NAME OF BIDDER: _____

A CORPORATION

N/A

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Corporation President:: _____

Florida License No.: _____

NAME OF BIDDER: _____

A JOINT VENTURE

By N/A (Name) _____ (SEAL)

(Address)

By _____ (SEAL)
(Name)

(Address)

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

8. List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: N/A _____

Surety's Address: Cashier's Check _____

Name and address of Surety's resident agent for service of process in Florida:

IRRIGATION UNIT PRICES

Should the Contractor be required to perform work other than that shown on the Bid Schedule, or be relieved from performing work on the same, he will be paid an additional sum or shall credit the Owner, as the case may be, on the basis of the Unit Prices quoted below. Such prices shall be the sum total compensation payable for all work included.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>PRICE PER UNIT</u>
1)	Existing Valve-In-Head Sprinkler and Swing-Joint Removed.	Each	\$ <u>10.00</u>
2)	Rain Bird 950 V.I.H Rotor with Swing Joint, All Wire and 2" SCH. 40 PVC Lateral Piping. Installed	Each	\$ <u>350.00</u>
3)	Rain Bird 752 V.I.H Rotor with Swing Joint, All Wire and 2" SCH. 40 PVC Lateral Piping. Installed	Each	\$ <u>350.00</u>
4)	Rain Bird 752 V.I.H Rotor with Swing Joint, All Wire and 2" SCH. 40 PVC Lateral Piping. Installed	Each	\$ <u>350.00</u>
5)	Rain Bird #5NP 1" Quick Coupling Valve, Swing Joint Assembly, and Valve Box. Installed.	Each	\$ <u>250.00</u>
6)	Rain Bird 100-PESB-PRSD 1" Plastic Electric Control Valve Assembly and Valve Box. Installed.	Each	\$ <u>400.00</u>
7)	Wilkins #500XL-HLR-G 1-1/2" Pressure Regulating Valve Assembly and Valve Box. Installed.	Each	\$ <u>500.00</u>
8)	4" Blow-Off Assembly and Valve Boxes Installed.	Each	\$ <u>300.00</u>
9)	Lateral Pipe – 2" SCH. 40 PVC Piping and Fittings. Installed	Each	\$ <u>1.00</u>
10)	Lateral Pipe – 1" SCH. 40 PVC Piping (Purple) and Fittings. Installed	Linear Ft	\$ <u>.50</u>
11)	#14-1 UF UL Control Wire. Installed	Linear Ft	\$ <u>.10</u>
12)	#12-1 UF UL Common Wire. Installed	Linear Ft	\$ <u>.20</u>
		Linear Ft	\$ <u></u>



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HARTMAN, CHRISTOPHER

NUTT CONSTRUCTION, LLC
104 CARNOUSTIE CT
TULLAHOMA TN 37388

LICENSE NUMBER: SCC131152478

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

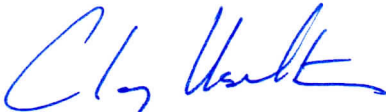
Nutt Construction, LLC

Nutt Construction, LLC, a golf course irrigation company, is located in Tullahoma, Tennessee and has been in business for 16 years. We do golf course irrigation projects all over the southeast, mainly in South Florida. We have done projects from Texas and Kansas to Virginia and Delaware. We average 6 to 10 large irrigation projects per year.

In Tennessee, we have done projects at The Honors Course, Cherokee CC, Stonehenge GC and Dorchester GC in Fairfield Glades, Old Hickory CC, Brentwood CC, Sweetens Cove, Sewanee GC, Stones River CC, and Indian Hills GC. Please see our reference list for all our projects. We have done 51 Two-Wire projects, with both Toro and Rain Bird.

We expect the project to be completed in less than 2 months, depending on weather. We will have a superintendent and job foreman on site every day. We will have 6 to 10 operators and laborers on site. Most, if not all, will have over 5 years of experience with golf course irrigation.

Thanks for the opportunity.



**Clay Uselton
Owner
Nutt Construction, LLC**

Nutt Construction LLC
Balance Sheet
As of June 9, 2021

	Jun 9, 21
ASSETS	
Current Assets	
Checking/Savings	484,637.05
Accounts Receivable	1,288,766.50
Other Current Assets	16,087.42
Total Current Assets	1,789,490.97
Fixed Assets	502,388.95
TOTAL ASSETS	<u>2,291,879.92</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	730,768.31
Long Term Liabilities	438,777.68
Total Liabilities	1,169,545.99
Equity	1,122,333.93
TOTAL LIABILITIES & EQUITY	<u>2,291,879.92</u>

REFERENCES

[illegible]

615-566-1307

863-860-4145

772-388-4406

Sebastian Golf Club

SECTION 00303

SIMILAR PROJECTS

Project Name: FOXWOOD GOLF COURSE IRRIGATION

List at least five (5) similar projects completed in the last three years that indicate the experience and qualifications of the Bidder (relative to this project). Information should include Owner's name with contact person; description of work including Bidder's responsibilities; original contract price; final contract price; original contract time; actual time to complete the project; and any relevant circumstances or conditions about the project.

PROJECT NAME: PGA National (Palmer Course) Palm Gardens, FL
OWNER'S NAME: BS&P III PB& Golf, LLC
CONTACT: Jeremiah Lockhart **PHONE:** 229-869-9159
PROJECT DESCRIPTION: Irrigation only - Toro 2-Wire
1100 heads, 18 Q/Cs, 5 E/Vs, 35 rotors, 10 Bores
28,000' of mainline
ORIGINAL CONTRACT AMOUNT: \$ 1,304,000.00
FINAL CONTRACT AMOUNT: \$ 1,304,000.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 0
ORIGINAL CONTRACT TIME (Substantial Completion): 3 months
ACTUAL TIME TO COMPLETE (Substantial Completion): less than 3 months
OTHER RELEVANT INFORMATION: _____

PROJECT NAME: PGA National (Squire Course) Palm Gardens, FL
OWNER'S NAME: BS&P III PB& Golf, LLC
CONTACT: Jeremiah Lockhart **PHONE:** 229-869-9159
PROJECT DESCRIPTION: Golf Course Renovation and new irrigation - Toro 2-wire
1050 heads, 30 Q/Cs, 8 E/Vs, 30 rotors, 7 Bores
25,000' of mainline
ORIGINAL CONTRACT AMOUNT: \$ 1,286,000.00
FINAL CONTRACT AMOUNT: \$ 1,292,030.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 1, \$6030.00
ORIGINAL CONTRACT TIME (Substantial Completion): 7 months
ACTUAL TIME TO COMPLETE (Substantial Completion): 7 months
OTHER RELEVANT INFORMATION: _____

PROJECT NAME: Naples National Golf Club
OWNER'S NAME: Member owned
CONTACT: Jim Colo PHONE: 239-404-9525
PROJECT DESCRIPTION: Irrigation only - Toro 2-wire
977 heads, 107 E/Vs, 75 Bunker Zones
25,000' of mainline

ORIGINAL CONTRACT AMOUNT: \$ 1,736,300.00
FINAL CONTRACT AMOUNT: \$ 1,758,505.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 5, \$22,805.00
ORIGINAL CONTRACT TIME (Substantial Completion): 4 months
ACTUAL TIME TO COMPLETE (Substantial Completion): less than 4 months
OTHER RELEVANT INFORMATION: _____

PROJECT NAME: Esplanade at Azario Golf & CC Lakewood Ranch, FL
OWNER'S NAME: Taylor-Morrison
CONTACT: Denny Albert PHONE: 941-219-9730
PROJECT DESCRIPTION: New construction and new irrigation - Rain Bird IC
2000+ heads, 28 E/Vs, 50 G/Cs
33,000' of mainline

ORIGINAL CONTRACT AMOUNT: \$ 2,215,000.00
FINAL CONTRACT AMOUNT: \$ 2,781,795.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 16, \$566,795.00
ORIGINAL CONTRACT TIME (Substantial Completion): 10 months
ACTUAL TIME TO COMPLETE (Substantial Completion): 9 months
OTHER RELEVANT INFORMATION: _____

PROJECT NAME: Bonita Bay (Bay Island Course)
OWNER'S NAME: Member Owned
CONTACT: Hal Akins PHONE: 239-495-0073
PROJECT DESCRIPTION: Golf Course renovation, new irrigation, Rain Bird IC
1550 heads, 40 Q/Cs, 114 E/Vs
35,000' of mainline
ORIGINAL CONTRACT AMOUNT: \$ 1,903,000.00
FINAL CONTRACT AMOUNT: \$ 1,952,325.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 3, \$49,325.00
ORIGINAL CONTRACT TIME (Substantial Completion): 6 months
ACTUAL TIME TO COMPLETE (Substantial Completion): 6 months
OTHER RELEVANT INFORMATION: _____

PROJECT NAME: Coral Ridge CC
OWNER'S NAME: Phil Smith Management Company
CONTACT: Jay Boring PHONE: 954-449-4400
PROJECT DESCRIPTION: Golf Course renovation, new irrigation, Toro 2-Wire
1287 heads, 22 Q/Cs
24,000' of mainline
ORIGINAL CONTRACT AMOUNT: \$ 1,266,500.00
FINAL CONTRACT AMOUNT: \$ 1,306,825.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 5, \$40,325.00
ORIGINAL CONTRACT TIME (Substantial Completion): 7 months
ACTUAL TIME TO COMPLETE (Substantial Completion): 7 months
OTHER RELEVANT INFORMATION: _____

Section 00310

DRUG-FREE WORK PLACE

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

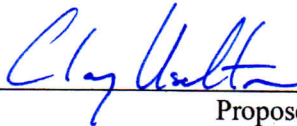
Nutt Construction, LLC
(Name of Business)

does:

1. Publish a statement notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

X



Proposer's Signature

6/10/21

Date

(THIS FORM MUST BE COMPLETED IF APPLICABLE AND RETURNED WITH YOUR PROPOSAL)



PO Box 251
104 Carnoustie Ct
Tullahoma, TN 37388

Owner: Clay Uselton
Phone: 931-247-6928
uselton0309@gmail.com

"We believe that we can speak for all who observed the progress of this project over the past 5 months when we say that it was the cleanest and best-organized installation we have seen. As you can imagine, this detailed approach also carried through to the workmanship of the installation resulting in a first-class product. The team from Nutt Construction did a fantastic job and our thanks go out to them for all their hard work."

**International Golf Maintenance, Inc.
Brays Island Golf Club**

Company References

Projects currently under contract:

PGA National (Fazio Course), Palm Gardens, FL

Phone: 229-869-9159, Director of Golf Course Operations: Jeremiah Lockhart

- Irrigation Consultant: Sean Hyduk, ATI, Project Manager is Nick Mazzella
- This is a 18 Hole, Toro Decoder System, 1084 golf heads, 5 E/Vs, HDPE Pipe, 5 Bores
- These jobs are scheduled for May 2021 – September 2021

Wilson Reversible Golf Club, Wilson, AR

Phone: 585-738-4278, Superintendent: N/A, Irrigation Consultant: Paul Roche

- This is a New Construction 6 Hole, Toro 2-Wire Project, 424 golf heads, HDPE Pipe
- This job is scheduled for April 2021 – July 2021

West Palm Beach Golf Park, West Palm Beach, FL

Phone: N/A, Director of Golf Course Operations: N/A

- Irrigation Consultant: Mike Pignato, Architect is Gil Hans
- This is an 18 Hole, Toro Decoder System, 1141 golf heads, 6 E/Vs, HDPE Pipe
- These jobs are scheduled for June 2021 – November 2021

Dornick Hills Country Club, Ardmore, OK

Phone: 443-534-0235, Superintendent: Brent Waite, Distributor Design

- Architect is Tom Doak, GC is Total Turf Golf Construction, Restoration Project
- Rain Bird IC Project, 620 golf heads, PCV Pipe
- This job is scheduled for June 2021 – September 2021

Projects completed in 2021

PGA National (Squire Course, Palmer Course), Palm Gardens, FL

Phone: 229-869-9159, Director of Golf Course Operations: Jeremiah Lockhart

- Irrigation Consultant: Sean Hyduk, ATI, Project Manager is Nick Mazzella
- This is a 36 Hole, Toro Decoder System, 2149 golf heads, 13 E/Vs, HDPE Pipe

Riverside Golf and Marina Club, Ruskin, FL

Phone: 813-645-6000, Superintendent: Greg Plotner, Irrigation Consultant: Mike Pignato

- This is an 18-hole, Toro 2-Wire Project, 721 Heads, HDPE Pipe, 14 Bores

Liberal Country Club, Liberal, KS

Phone: 620-629-3874, Superintendent: Shane Dorsey, Irrigation Consultant: Dan Farrier

- This is a 9 Hole, Rain Bird ICM System, 501 golf heads, HDPE Pipe

Long Hollow Golf Club, Gallatin, TN

Phone: 615-566-1307, Superintendent: Rick Tayes,

- This is an 18-hole, Toro 2-Wire Project, 299 Heads, PVC Pipe,

Projects completed in 2020

Naples National Golf Club, Naples, FL

Superintendent: Jim Cola, Phone: 239-404-9525, Consultant is Dave Ragan

- This is an 18-hole Toro Decoder Project, 977 Heads, 107 E/V's, 75 bunker zones, HDPE

Payne's Valley Golf Club, Branson, MO

Phone: 417-598-1527, Superintendent: Steve Johnson

- This is a Tiger Woods Project, First public course design for Tiger Woods
- The irrigation consultant is Tony Altum. General Contractor is Medalist Golf
- This is an 18-hole Rain Bird I/C Project, 1883 Heads, 75 E/V's, HDPE Pipe

Royal Poinciana Golf Club, Naples, FL

- Superintendent, Matt Taylor, Phone (239) 261-4987

- 9-holes, Switch heads from hydraulic to Toro Satellite, Plow wire, 550+ Heads

Bonita Bay Club (Marsh Course), Bonita Springs, FL

Phone: 239-495-0073, Director of Golf Course Operations: Hal Akins

- Irrigation Consultant: Dave Ragan, Renovation by Arthur Hills
- This is an 18 Hole Rain Bird IC System, Marsh Course with 1323 golf heads, HDPE Pipe

Coral Ridge Country Club, Fort Lauderdale, FL

Superintendent: Jay Boring, Phone: 954-449-4400

- Consultant is Mike Pignato, Architect is Rees Jones
- This is an 18-hole Toro Satellite Project, 1287 Heads, HDPE Pipe

Gulf Harbour Yacht & Country Club, Fort Meyers, FL

Phone: 239-433-5111, Superintendent: Greg Ethridge, GM: Lonnie Eberhard

- Irrigation consultant is Sean Hyduk, ATI, Architect is Kipp Schulties
- This is an 18-hole Toro Decoder Project, 1314 Heads, 23 E/Vs, 275 Rotors, HDPE Pipe

Country Club of Roswell, Roswell, Ga

Phone: 678-725-1688, Superintendent: Chuck Underwood

- Installing new HDPE mainline, 4 bores, lake crossings
- This job is scheduled for October 2020 – November 2021

Quixote Club (Formerly Sunset Country Club), Sumter, SC

General Manager: Chuck Green, Phone: 803-507-1032

- Smith Turf Design, Golf Course Architect is Chris Spence
- This is an 18-hole Toro 2-Wire Project, 790 Heads, 46 E/V's, HDPE Pipe, Renovation

The Foundry Golf Club, Richmond, VA

Superintendent: Scott Mauldin, Phone: 804-598-5968

- Consultant is Paul Rouche
- This is an 18-hole Rain Bird IC Project, 1273 Heads, 6 E/Vs, HDPE Pipe

Twin Oaks Country Club, Springfield, MO

Superintendent: Tye Heidbreder, Phone: 417-882-2924

- Consultant/Architect is Todd Clark, CE Golf Design
- This is an 18-hole Rain Bird IC Project, 915 Heads, HDPE Pipe

Projects completed in 2019

Esplanade at Azario Golf & CC, Lakewood Ranch, FL

Phone: 941-219-9730, Project Manager: Denny Albert

- New Construction Project with Taylor-Morrison and Pope Golf
- The irrigation consultant is Tony Altum. General Contractor is Ryan Golf
- This is new 18-hole Rain Bird I/C Project, 2000+ Heads, 28 E/V's, HDPE Pipe

Oceanside Country Club, Ormond Beach, FL

Phone: 386-677-7200, Superintendent: Danny Aylwin, GM: David Main

- Irrigation consultant is Sean Hyduk, ATI
- This is an 18-hole Toro Decoder Project, 1064 Heads, 3 E/Vs, 17 Rotors, HDPE Pipe

Bonita Bay – Bay Island Course, Bonita Springs, FL

Phone: 239-495-0073, Director of Golf Course Operations: Hal Akins

- Irrigation consultant is Dave Ragan, Renovation by Arthur Hills
- This is an 18 Hole Rain Bird ICM, 1500+ Heads, 114 E/V's, HDPE Pipe

Pelican Bay Club, Naples, FL

Phone: 239-597-1183, Superintendent: Bob Bitner

- Consultant is Sean Hyduk, GC is Glase Golf
- This is a 27-hole Toro Decoder Project, 1879 Heads, HDPE Pipe

Quail Ridge Country Club, Boynton Beach, FL

Phone: 561-737-5100, Superintendent: Joe Ramsey

- Consultant is Dave Ragan, Bobby Weed Renovation, GC is Total Turf
- This is an 18-hole Rain Bird IC Project, 1153 Heads, 45 E/Vs, HDPE Pipe

Burnt Store Marina Golf Club, Punta Gorda, FL

Phone: 765-639-5673, Superintendent: Daniel Farley

- Consultant is Russel Geiger
- This is a 27-hole Rain Bird IC Project, 538 Heads, 24 E/Vs, HDPE Pipe

Via Mizner Country Club, Boca Raton, FL

Phone: 561-789-5532, Project Manager: Scott Pasolli

- Consultant is Mike Pignato, Jack Nicklaus Signature Renovation
- This is an 18-hole Toro Decoder Project, 1195 Heads, HDPE Pipe

Projects completed in 2018

Double Eagle Golf Club, Columbus, OH

Phone: 614-519-3539, COO: Todd Voss

- Irrigation consultant is Joel Braun, Top 100 Course
- This is an 18-hole Toro Decoder Project, 2121 Heads, 5 E/V's, 239 Q/C's, HDPE Pipe

The Bear's Club, Jupiter, FL

Phone: 561-222-3367, Superintendent: John Katterheinrich

- Irrigation consultant is Mike Pignato, Only Course Jack Nicklaus owns

- HDPE Pipe re-routing project for the club

Cleveland Heights Golf Course, Lakeland, FL

Phone: 863-860-4145, Superintendent: Dustin Plemons

- Irrigation consultant is Mike Pignato
- This is a 27-hole Toro Decoder Project, 1107 Heads, 46 E/Vs, 313 Rotors, HDPE Pipe

Harbour Ridge Country Club, Palm City, FL

Phone: 772-336-3000, Superintendent: Tim Cann

- Irrigation consultant is Mike Pignato, Architect is Bobby Weed
- This is an 18-hole Toro Decoder Project, 1087 Heads, 101 E/V's, HDPE Pipe

Boca Country Club, Boca Raton, FL

Phone: 561-239-0060, Superintendent: Joseph Postel

- Consultant is Sean Hyduk, General Contractor is Total Golf
- This is an 18-hole Toro Decoder Project, 800 Heads, Plow in wire

Bobby Jones Golf Course, Atlanta, GA

Phone: Owners Rep: Charles Palmer

- The irrigation design is by Jerry Pate Turf. GC is Wadsworth Golf, Architect is Bobby Cupp
- This is a 9-hole Toro Decoder Project, 724 Heads, PVC Pipe

Keowee Key Country Club, Salem, SC

Phone: 864-723-6940, Superintendent: Josh Sawyer

- The irrigation consultant is Eric Christiansen. General Contractor is Wadsworth Golf
- This is an 18-hole Toro Decoder Project, 790 Heads, 77 E/V's, HDPE Pipe

Projects completed in 2017

Jason Day's Short Game Area, Westerville, OH

- This is a short game area project for PGA Golfer Jason Day at his private residence
- Toro Satellite project, 183 Heads, 14 E/Vs, PVC Pipe

Boca Rio Golf Club, Boca Raton, FL

Phone: 561-239-5329, Superintendent: **Bob Randquist, now COO of GCSAA**

- Irrigation consultant is Dave Ragan
- This is an 18-hole Toro Decoder Project, 1492 Heads, 34 E/V's, PVC Pipe

Aberdeen Golf & Country Club, Boynton Beach, FL

Phone: 561-738-4903, Superintendent: Brian Main

- Irrigation consultant is Trevor Holman, ATI, Sub to GC Ryan Golf
- This is an 18-hole Toro Decoder Project, 1301 Heads, HDPE Pipe

Worthington Country Club, Bonita Springs, FL

Phone: 239-495-0131, Superintendent: Bryan Cannan

- Irrigation consultant is Mike Pignato, Sub to GC Total Golf Construction
- This is an 18-hole Toro Decoder Project, 1087 Heads, 101 E/V's, HDPE Pipe

Pleasant Valley Country Club, Little Rock, AR

Phone: 501-975-3223, Superintendent: Don Armbrust

- Irrigation consultant is Trevor Holman, ATI
- This is a 27-hole Toro Decoder Project, 1510 Heads, HDPE Pipe

Indian Hills Golf Club, Murfreesboro, TN

Phone: 615-943-3931, Superintendent: Brad Marcy

- Irrigation consultant is Trevor Holman, ATI
- This is an 18-hole Rain Bird ICM project, 1771 Heads, PVC Pipe

Coldstream Country Club, Cincinnati, OH

Phone: 513-624-2786, Jon Williams, Superintendent, Consultant Tony Altum

- Driving Range/Short Game Area. Toro Satellite project with 216 heads and HDPE pipe

Projects completed in 2016

Royal Poinciana Golf Club, Naples, FL

- Royal Poinciana Superintendent, Matt Taylor, Phone (239) 261-4987
- 8-hole renovation, finish job we started in 2014, Toro Satellite, PVC, 550+ Heads

Tiburon Golf Club, Naples, FL

Phone: 310-893-9096, Superintendent: Kirk Richmond

- The course is home to The Shark Shoot-Out. The irrigation consultant is Tony Altum
- 18 Greens loops, greens surround, and tee tops, Toro, 396 Heads, 34 E/V's, PVC

Kelly Greens Country Club, Fort Myers, FL

Phone: 239-466-3201, Superintendent: Mark Thomas

- Irrigation consultant is Dave Ragan
- This is an 18-hole Rain Bird ICM, 1122+ Heads, 51 E/V's, HDPE Pipe

La Gorce Country Club, Miami Beach, FL

Phone: 847-612-5153, Kemper Sports Regional VP: Dan Cunningham

- Irrigation consultant is Mike Pignato. Jack Nicklaus renovation.
- This is an 18-hole Toro Satellite, 1244+ Heads, 54 E/V's, HDPE Pipe

Ozark Golf and Hunt Club, Branson, MO

Phone: 417-598-1527, Superintendent: Steve Johnson

- The irrigation consultant is Tony Altum. General Contractor is Medalist Golf
- 13 Hole Par 3 Course designed by Gary Player
- Toro Satellite, 416 golf heads, 51 E/V's and HDPE pipe

Milburn Golf and Country Club, Kansas City, KS

Phone: 913-236-9951, Superintendent: Steve Wilson

- The irrigation consultant is Dan Farrier.
- This is an 18-Hole – Rain Bird ICM System project with 1600+ golf heads, HDPE pipe

The Plantation at Ponte Vedra, Ponte Vedra, FL

- The irrigation consultant is Sean Hyduk with Aqua Turf International (561) 222-2650.
- This is an 18-Hole - Toro Satellite project with 2200+ golf heads and HDPE pipe
- This is a complete renovation. Contract with MacCurrach Golf Construction

Ed Oliver Golf Club, Wilmington, DE

Phone: 302-998-9505, Matt Fauerbach, Regional with Billy Casper Golf

- This is an 18-hole Rain Bird ICM, 580+ Heads, HDPE Pipe

Sebastian Golf Club, Sebastian, FL

Phone: (772) 388-4406, Director of Golf: Greg Gardner

- This is a design/build with Aqua Turf International
- This is an 18-hole Toro Satellite, 900+ Heads, 5 E/V's, HDPE Pipe

Projects completed in 2015

The Peninsula Club, Charlotte, NC

Phone: (704) 896-4916, Director of Golf Course Grounds: Jared Nemitz

- The irrigation consultant is Bob Scott (770) 929-0884
- This is a 3 Hole mainline Phase 1 with 3 bores, and some irrigation around clubhouse

The Club at Admiral's Cove (Golf Village Course), Jupiter, FL

Phone: 561-744-1700, John Herring, Club GM

- The irrigation consultant is Sean Hyduk with Aqua Turf International (561) 222-2650.
- This is a 27-hole Rain Bird ICM, 2005 Heads, 96 E/V's, HDPE Pipe

The Honors Course, Ooltewah, TN

Phone: 423-238-4234, Golf Course Superintendent: David Stone

- Driving Range/Short Game - Toro Satellite project, 150+ golf heads and HDPE pipe

Delcastle Golf Club, Wilmington, DE

Phone: 302-998-9505, Matt Fauerbach, Regional with Billy Casper Golf

- This is an 18-hole Rain Bird ICM, 515+ Heads, HDPE Pipe

Laurel Oak Country Club, Sarasota, FL

Phone: 941-378-3608, Golf Course Superintendent: Zach Lane

- The irrigation consultant is Sean Hyduk with Aqua Turf International (561) 222-2650.
- This is an 18-Hole - Toro Satellite project with 1379+ golf heads and HDPE pipe

Bonita Bay Club (Creek Course), Bonita Springs, FL

Phone: 239-495-0073, Director of Golf Course Operations: Hal Akins

- Irrigation consultant is Dave Ragan
- This is an 18 Hole Rain Bird ICM, 1500+ Heads, 114 E/V's, HDPE Pipe

River Oaks Country Club, Houston, TX

Phone: 713-529-4321, Superintendent: Morris Johnson

- The irrigation consultant is Dan Farrier.
- Course renovation with Fazio design and Medalist Golf Construction
- This is an 18 Hole – Rain Bird IC System project with 1800+ golf heads, HDPE pipe

Venice Golf & Country Club, Venice, FL

Phone: 941-716-6249, Carlos Arraya, Golf Course Superintendent

- Irrigation consultant is Dave Ragan
- This is an 18-hole Rain Bird ICM, 1318+ Heads, 111 E/V's, HDPE Pipe

Projects completed in 2014

Coral Ridge Country Club, Stuart, FL

Phone: 954-449-4400, Superintendent: Jay Boring

- The irrigation consultant is Tony Altum.
- This is a 9 Hole - Toro Satellite project with 400+ golf heads and HDPE pipe

The Club at Boca Pointe, Boca Raton, FL

Phone: 561-864-8534, Jeffery Taylor, Golf Course Superintendent

- Irrigation consultant is Sean Hyduk with Aqua Turf International (561) 222-2650
- This is an 18-hole Toro Satellite irrigation only project, 1340 Heads, HDPE Pipe

Trump Doral Resort and Golf Course (Red and Gold Course) Doral, FL

Phone: 678-300-1853, Chad Cromer, Golf Course Superintendent

- Golf course renovation with Architect Gil Hanse
- This is a 36 Hole Renovation, Rain Bird IC System, Red and Gold Courses, HDPE Pipe

Grande Oaks Country Club, Davie, FL

- Installing large in-take pipe and fertigation lines for new pump installation. Greens loops.

Royal Poinciana Golf Club, Naples, FL

- Contract with Glase Golf, Jim Glase, Phone (239) 777-2800
- Royal Poinciana Superintendent, Matt Taylor, Phone (239) 261-4987
- 10 Hole renovation, Toro, PVC, 550+ Heads

Trump Doral Resort

Phone: 561-722-8643, Director of Agronomy: Don Thornburgh

- Renovation of Resort Hotel – New mainline and valves for irrigation around resort

Brentwood Country Club, Brentwood, TN

Phone: 615-714-1416, Bryant (BJ) Parker

- Irrigation consultant is Mike Pignato of The Pignato Group
- Phase 1 of Renovation Project – Rain Bird IC System with HDPE Pipe and 115 Heads

Lake of the Woods Golf Club, Locust Grove, VA

Phone: 540-972-2214, Robert Martin, Asst. GM, Operation

- Irrigation Consultant: Paul McMahon, Hydro Designs
- This is an 18 Hole Rain Bird IC System with 765 golf heads, HDPE Pipe

Projects completed in 2013:

Trump Doral Resort and Golf Course (Blue Monster) Doral, FL

Phone: 786-414-9469, Brad Nelson, Golf Course Superintendent

- Irrigation Consultant: Dave Ragan Golf course renovation with Architect Gil Hanse
- This is an 18 Hole Rain Bird IC System, Blue Course with 2200 golf heads, HDPE Pipe

Willoughby Country Club, Stuart, FL

Phone: 772-220-8701, Superintendent: Jason Riley

- The irrigation consultant is Tony Altum.
- This is a Toro Satellite project with 1642 golf heads and HDPE pipe

Bonita Bay Club (Marsh Course), Bonita Springs, FL

Phone: 239-495-0073, Director of Golf Course Operations: Hal Akins

- Irrigation Consultant: Dave Ragan
- This is an 18 Hole Rain Bird IC System, Marsh Course with 1323 golf heads, HDPE Pipe

Palm Aire Country Club, Sarasota, FL

Phone: 941-355-9733, Chief Operations Officer: Joseph Sumner

- Irrigation Consultant: Dave Ragan
- This is an 18 Hole Toro Satellite System with 1056 golf heads, HDPE Pipe

Dorchester Country Club, Fairfield Glade, TN

Phone: 931-510-7138, Superintendent: Sean VanHoose

- The irrigation consultant is Tony Altum
- This is a Toro Satellite project with 670 golf heads and HDPE pipe

Projects completed in 2012:

Trump Doral Resort and Golf Course – Red and Gold Courses, Doral, FL

Phone: 561-722-8643, Director of Agronomy: Don Thornburgh

- Irrigation Consultant: Dave Ragan
- This is a 36 Hole Rain Bird IC System, Red and Gold Courses with 2400 Heads, HDPE Pipe

Coldstream Country Club, Cincinnati, OH

Phone: 513-624-2786, Bob Weaver, Superintendent

- Irrigation Consultant: Tony Altum
- This is an 18 Hole Toro Satellite project with 1300 heads and HDPE pipe

Stones River Country Club, Murfreesboro, TN

Phone: 615-336-2029, Michael Brownlee, Superintendent

- This is an 18 Hole IC System, New heads and new wire
- We plowed in the maxi wire and copper wire and put in the grounding for the system

Sewanee Golf Course, University of the South, Sewanee, TN

Phone: 931-308-2554, Matt Daniels, Director of Golf

- Course Architect: Gil Hanse Irrigation Consultant: Tony Altum
- This is a 9 Hole Toro Decoder project with 576 golf heads and HDPE pipe
- *Winner Golf Magazine 9-Hole Renovation of the Year*

Amelia Island Plantation, Oak Marsh and Ocean Course, Amelia Island, FL

Phone: 520-297-3161

- Project manager: Mike Petty, Omni Hotels, Irrigation Consultant: Sean Hyduk, ATI
- This is a 36 Hole, 2-year project with 1600 heads in Phase I and Phase II and HDPE pipe

Sweetens Cove Golf Club, South Pittsburg, TN

Phone: (423) 637-5096

- Architect: King/Collins, Smith Turf Irrigation Design
- This is a 9 Hole Toro Satellite project with 285 golf heads and PVC pipe

Cole Park Golf Course, Ft. Campbell, KY

Phone: (270) 798-4906

- COR: Dave Normand
- This is a Rain Bird IC project with 676 golf heads and HDPE pipe

Santa Rosa Golf & Beach Club, Santa Rosa, FL

Phone: (850) 267-1240

- Club President: Bill Crane
- This is a Toro project with 700 golf heads and PVC pipe

Projects completed in 2011:

Brays Island Golf Club, Sheldon, SC

Phone: (757) 286-8646

- The irrigation consultant is Tony Altum of A.S. Altum and Associates.
- This is a Rain Bird IC project with 1036 golf heads and HDPE pipe

Boca Grove Plantation, Boca Raton, FL

Superintendent: Morgan Brown, Phone: (561) 441-2351

- The irrigation consultant is Mike Pignato of The Pignato Group.
- This is an 18 Hole Toro Satellite project with 1300 heads and HDPE pipe

Stonehenge Golf Club, Fairfield Glade, TN

Phone: 931-510-7138, Superintendent: Sean VanHoose

- The irrigation consultant is Tony Altum of A.S. Altum and Associates.
- This is a Toro project with 1015 golf heads and HDPE pipe

Projects completed in 2010:

Windsor Country Club, Vero Beach, FL

- This is a Toro project with 29 golf heads

University of Tennessee Practice Facility, Knoxville, TN

Phone: (865) 209-0907 Superintendent: Mark Gossett

- This is a Toro project with 193 golf heads

Projects completed in 2009:

Loch Lloyd Golf Club, Kansas City, KS

Phone: (816) 509-2768 Superintendent: Judd Beard

- The irrigation consultant is Dan Ferrier of Irrigation Planning and Design
- This is a Rain Bird project with 800 golf heads and HDPE pipe.

Stillwater Golf Club, Arrington, TN

Phone: (615) 290-6650 Superintendent: Ken Stavely, Top 100 Course

- The irrigation consultant is Gary Kaye of Golf Engineering and Associates.
- This is a Toro project with 1390 golf heads and 246 810G's, HDPE pipe

Greensboro Country Club, Greensboro, NC

Phone: (336) 337-0239 Superintendent: Doug Lowe

- The irrigation consultant is Tony Altum of A.S. Altum and Associates.
- This is a Toro project with 1300 golf heads

Projects completed in 2008:

Royal St. Cloud Country Club, Orlando, FL

Phone: (407) 891-7010 Superintendent: Steve Whaley

- Wesco Turf did the irrigation design.
- Chip Powell of Powell Golf Design is the Architect.
- Toro project with 324 heads

Cherokee Country Club, 5138 Lyons View Pike, Knoxville, TN

Phone: (865) 584-1279 Superintendent: Jason Sanderson

- The irrigation consultant is Mike Pignato of The Pignato Group.
- This is a Rain Bird project with 963 heads.

James River Country Club, 1500 Country Club Road, Newport News, VA

Phone: (757) 595-3327 Superintendent: Jay Long, Consultant is Paul McMahon

- This is a Rain Bird project with 892 heads.

Projects completed in 2007:

Interlachen Golf and Country Club, 2245 Interlachen Court, Winter Park, FL

Phone: (407) 657-0850 Superintendent: Stuart Leventhal

- This was a Steve Smyers design. Tony Altum was the consultant.
- This was a Rain Bird project with 1,000 heads

Addison Reserve Country Club, 7150 Addison Reserve Boulevard, Delray Beach, FL

Phone: (561) 637-4004 Superintendent: Mark Heater (561-637-8806)

- This was a Kipp Schulties design.
- Mike Pignato was consultant. This is a 27 Hole Toro project.

Pembroke Lakes Golf Club, 10500 Taft Street, Pembroke Pines, FL

Phone: (954) 431-4144 Superintendent: Tony Platt

- The design was by John Sanford.
- Ken Didonato was the consultant.
- This was an 18 Hole Toro project.

Sarasota National Golf Club, 23114 Copperleaf Drive, Venice, FL

Phone: (866) 397-8583 Superintendent: Mark Teders

- Timberwolf was the consultant.
- This was a Rain Bird project with 1350 heads.

Projects completed in 2006:

International Polo Club, 3667 120th Avenue South, Wellington, FL

Phone: (561) 441-2046 Superintendent: Ray Mooney

- Small controller swap and putting green install.

The Concession Golf Club, 7710 Lindrick Lane, Bradenton, FL

Phone: (801) 475-1950 Superintendent: Terry Kennelly (941-780-2254)

- The Owner's Rep was David Edwards of Edwards Development. Consultant is Mike Pignato

Deer Ridge Farms South, 14440 Pierson Road, Wellington, FL

- Trevor Holman of Aqua Turf International was the consultant.
- This was a \$1,100,000 personal residence irrigation system.

Vero Beach Country Club, 800 30th Street, Vero Beach, FL

Phone: (561) 562-2775 Club Manager: Chris Lick (772-567-3320)

- The design was by John Sanford. 440 heads Toro VP.
- Hal Kilpatrick of Irrigation Services Group was the consultant.

Fernandina Beach Golf Club, 2800 Bill Melton Road, Fernandina Beach, FL

Phone: (904) 277-7370 Superintendent: Ronnie Boatwright

- Mike Pignato of The Pignato Group was consultant.
- 1140 heads Toro LTC.

Wycliffe Country Club, 4650 Wycliffe Country Club Boulevard, Wellington, FL

Phone: (561) 641-2000 Superintendent: Mike Ballard

- This was a John Sanford design. Mike Pignato was the consultant.
- 800 head Toro E-Osmac

Projects completed in 2005:

The Concession Golf Club, 7710 Lindrick Lane, Bradenton, FL

Phone: (801) 475-1950 Superintendent: Terry Kennelly (941-780-2254)

- It was a Jack Nicklaus signature design in association with Tony Jacklyn.
- Mike Pignato was the consultant.
- 1000 heads Toro E-Osmac. We also completed the irrigation of Phase I of the streetscape irrigation. This was approximately 600 small rotors, 400 spray heads, and 60,000' of drip

King's Gate Country Club, 24000 Rampart Boulevard, Port Charlotte, FL

Phone: (941) 625-0680 Superintendent: Jeremy Herben

- The design was by Steve Smyers. Tony Altum was the consultant.
- 700 heads Toro E-Osmac

Laurel Oaks Country Club, 2700 Gary Player Boulevard, Sarasota, FL
Phone: (941) 378-3608 Superintendent: Adam Wright (941-650-0691)

- This was a Rees Jones design. Mike Pignato is the consultant
- 1000 heads, Toro E-Osmac, PVC

The Pinnacle Club, 1500 Pinnacle Club Drive, Grove City, OH
Phone: (614) 539-0722 Superintendent: Mike Takach

- Century Equipment did the irrigation design.
- 1000 heads Toro E-Osmac

Projects completed in 2004:

Breakers West Golf Club, West Palm Beach, FL

Director of Golf: Mark Reid (561-722-1147)

- Mike Pignato was the consultant. Toro E-Osmac, 1000 Heads.
- **Renovation of the year in 2004**

Palm Aire Country Club, Pompano Beach, FL

Golf Course Superintendent: Damian (954-661-4583)

- Ken Didonato was the consultant. 300 heads Toro E-Osmac

Chechesee Creek Club, Hilton Head, SC

Director of Operations: Jay Gratton

- Tony Altum was the consultant.
- 1300 heads Rain Bird

Grande Pines Golf Club, Orlando, FL

General Manager: Paul Ryan

- Tony Altum was the consultant. 1100 heads Rain Bird
- **Runner up for Renovation of the year in 2003**

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, GREEN EARTH SOUTHEAST LLC as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Crestview, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.
Signed, this 15th day of June, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to City of Crestview, Florida, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the FOXWOOD GOLF COURSE IRRIGATION installation.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

FOX-GC IRRIGATION
Bid #21-0615A

00410-1

05/18/21

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Robert Shawna Knight

Surety (Print Full Name):

_____(Seal)

Surety's Name and Corporate Seal

By: [Signature] (L.S.)

By: _____

Signature (attach power of attorney)

Title: OWNER

Title: _____

Attest: [Signature] Project Manager
Signature and Title

Attest: _____
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 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 an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 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 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer 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 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

FOX-GC IRRIGATION
Bid #21-0615A

00470-2

05/18/2021

SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Walton

Robert Knight, being first duly sworn deposes and says that:

1. He (it) is the Managing Memeber, of GreenEarth SouthEast, LLC, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

FOX-GC IRRIGATION
Bid #21-0615A

00480-1

05/18/2021

SECTION 00490

TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
----------------------------------	------

FOXWOOD GOLF COURSE IRRIGATION

A. n/a will not be trenching below 5 feet

(Cost in Words)

TOTAL \$

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

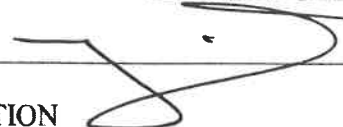
COMPANY NAME:

GREEN EARTH SOUTHEAST LLC

DATE:

6/15/21

BY:

 OWNER

END OF SECTION

3.2.1 Uniqueness of the Work. The OWNER and the CONTRACTOR expressly acknowledge the unique characteristics of the Work, which cause time to be of the essence in this contract.

3.2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is not substantially complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1,000.00 (One Thousand Dollars) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer.

ARTICLE IV - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices as presented in the Bid Form, which is incorporated herein and made a part hereof by this reference.

4.2 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in correct funds equal to the amount below:

Bid Total: One million eight hundred twenty nine thousand six hundred eighty six and ninety six cents
(use words)

Bid Total: \$ 1,829,686.96
(use figures)

4.3 The parties expressly agree that the Contract Price is a stipulated sum, except with regard to those items in the Bid which are subject to unit prices.

ARTICLE V - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as approved by the ENGINEER, which shall be submitted by the CONTRACTOR on or before the 10th day after the end of each calendar month for which payment is requested.

5.3 Progress payments prior to Substantial Completion will be made in the following manner:

5.3.1 Prior to Substantial Completion and prior to fifty percent (50%) of the Work being completed, progress payments shall be ninety percent (90%) of the value of Work complete and ninety percent (90%) of the value of materials and equipment not

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

ARTICLE VII - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 00500-1 to 00500-6, inclusive).
- 7.2 Exhibits to this Agreement (sheets __ to __, inclusive). N/A
- 7.3 Performance Bond, Payment Bond and Certificates of Insurance.
- 7.4 Notice of Award and Notice to Proceed.
- 7.5 General Conditions (Section 00700) as amended by the Supplementary Conditions.
- 7.6 Supplementary Conditions (Section 00800).
- 7.7 Florida Department of Environmental Protection Bureau of Water Facilities Funding Supplementary Conditions for Formally Advertised Construction Procurement.
- 7.8 Project Manual bearing the general title: "FOXWOOD GOLF COURSE IRRIGATION" and consisting of Divisions 0 through 16 as listed in the table of contents.
- 7.9 Drawings bearing the following general title: "FOXWOOD GOLF COURSE IRRIGATION" and consisting of the sheets as listed in the Drawings Index.
- 7.10 Addenda Numbers __ through __, inclusive.
- 7.11 Bid Form (Section 00300) (Pages 1 to 11, inclusive).
- 7.12 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 7.13 Advertisement for Bids, Instructions to Bidders, Bid Bond, Noncollusion Affidavit, General Requirements, Field Orders and State of Florida Contract Provisions.

There are no Contract Documents other than those listed above in this Article VII. The Contract Documents may only be altered, amended, or repealed in accordance with Article 3 of the General Conditions as modified in the Supplementary Conditions.

ARTICLE VIII - MISCELLANEOUS

8.1 No assignment by the parties hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2021.

OWNER: CITY OF CRESTVIEW, FLORIDA

By: _____

ATTEST: _____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: _____

CITY ATTORNEY

CONTRACTOR:

By: 
_____ Robert Knight

Title: OWNER

(CORPORATE SEAL)

ATTEST: _____

SECRETARY

END OF SECTION

See Attached

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed subcontractors to be used for this project regardless of racial or gender grouping.

****THE BIDDER SHALL SELF-PERFORM AT LEAST 50% OF THE PROJECT****

<u>Firm Name, Address and Telephone Number</u>	<u>Trade</u>	<u>Estimated Dollar Amount</u>
* Jerry Pate Turf & Irrigation 8001-700-7001 301 Schubert Dr. Pensacola, FL 32504	Turf & Irrigation	\$ 14,501.04
*		\$
*		\$
*		\$
*		\$
*		\$
*		\$
		\$

Use additional sheets if necessary.

END OF SECTION

4. Name three (3) municipalities for which you have performed work and to which you refer:

Refer to Section 00302 (References)

N/A

5. Have you personally inspected the sites of the proposed work? Describe any anticipated problems with the site and your proposed solutions?

No, but we have had Green Earth employees visit the site previously.

6. Will you subcontract any part of this work? If so, describe which portions:

Installation of Lynx Central Control System
Base Antenna ~~Ant~~ Installation
Grounding Assessment

7. What equipment do you own that is available for the work?

Several Toro Dingo w/ trenchers, skid loaders, mini-excavator

8. What equipment will you purchase for the work?

No purchase needed

9. What equipment will you rent for the work?

No rental equipment needed

END OF SECTION

SECTION 00303

SIMILAR PROJECTS

Project Name: FOXWOOD GOLF COURSE IRRIGATION

List at least five (5) similar projects completed in the last three years that indicate the experience and qualifications of the Bidder (relative to this project). Information should include Owner's name with contact person; description of work including Bidder's responsibilities; original contract price; final contract price; original contract time; actual time to complete the project; and any relevant circumstances or conditions about the project.

PROJECT NAME: Nature Walk at Seaside

OWNER'S NAME: Kotter Homes

CONTACT: Todd Schermerhorn

PHONE: 703-887-1920

PROJECT DESCRIPTION: Centralized Irrigation for entire community and Amenities.

ORIGINAL CONTRACT AMOUNT: \$ 1.8 million

FINAL CONTRACT AMOUNT: \$ 2.6 million

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: multiple due to scope changes at about \$80,000

ORIGINAL CONTRACT TIME (Substantial Completion): 2 yr

ACTUAL TIME TO COMPLETE (Substantial Completion): 2 yr

OTHER RELEVANT INFORMATION: Changes due to added maintenance agreement and additional irrigation. Completion rate due to length of construction.

PROJECT NAME: Prominence Development

OWNER'S NAME: DR Horton

CONTACT: John McAnally

PHONE: 850-418-7275

PROJECT DESCRIPTION: Centralized Irrigation for community and Amenities. Installation of Landscaping for development.

ORIGINAL CONTRACT AMOUNT: \$ Multiple contracts

FINAL CONTRACT AMOUNT: \$ 1,943,804.00

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 0

ORIGINAL CONTRACT TIME (Substantial Completion): 2 yr

ACTUAL TIME TO COMPLETE (Substantial Completion): 2 yr

OTHER RELEVANT INFORMATION: this was a multiple contract list, put in at phases.

PROJECT NAME: Sandhill Pines Development
OWNER'S NAME: Dr. Herten
CONTACT: John McNally PHONE: 850-418-7275
PROJECT DESCRIPTION: Centralized Irrigation and hardscapes

ORIGINAL CONTRACT AMOUNT: \$ 98,545
FINAL CONTRACT AMOUNT: \$ 98,545
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 0
ORIGINAL CONTRACT TIME (Substantial Completion): 3 weeks
ACTUAL TIME TO COMPLETE (Substantial Completion): 10 days
OTHER RELEVANT INFORMATION: _____

PROJECT NAME: _____
OWNER'S NAME: _____
CONTACT: _____ PHONE: _____
PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____
FINAL CONTRACT AMOUNT: \$ _____
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____
ORIGINAL CONTRACT TIME (Substantial Completion): _____
ACTUAL TIME TO COMPLETE (Substantial Completion): _____
OTHER RELEVANT INFORMATION: _____

Section 00310

DRUG-FREE WORK PLACE

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

Green Earth SE does:
(Name of Business)

1. Publish a statement notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

X  _____
Proposer's Signature

6/14/2021
_____ Date

(THIS FORM MUST BE COMPLETED IF APPLICABLE AND RETURNED WITH YOUR PROPOSAL)

SECTION 00301
QUESTIONNAIRE

DATE: 6/14/2021

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW, FLORIDA
FOXWOOD GOLF COURSE IRRIGATION**

NAME OF BIDDER: Green Earth SE
BUSINESS ADDRESS: 15167 US Highway 331 S Suite B
Freeport, FL 32439 Phone No. 850-267-0010

CONTRACTOR'S FLORIDA LICENSE NO. _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a Florida Licensed Contractor?

2007 14 years

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

Refer to Section 00303 (Similar Projects)

Prominence - Town Home

Prominence - HOA - 88 Acres

Jennings Place townhome community

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

REFERENCES

OWNERTELEPHONE NUMBER

850-420-4065

850-418-7275

Todd - Community Const. Builder/Director 703-887-1120

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PROJECT NAME: Jennings Place
OWNER'S NAME: DR Horton
CONTACT: John McAnally PHONE: 850-418-7275
PROJECT DESCRIPTION: Centralized irrigation for community and amenities.

ORIGINAL CONTRACT AMOUNT: \$ 1900,905
FINAL CONTRACT AMOUNT: \$ 1900,905
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: — N/A
ORIGINAL CONTRACT TIME (Substantial Completion): 800 hours ; 10 weeks
ACTUAL TIME TO COMPLETE (Substantial Completion): 10 weeks
OTHER RELEVANT INFORMATION: Job was hld up due to construction being delayed on site.

PROJECT NAME: Hathaway Development
OWNER'S NAME: DR Horton
CONTACT: John McAnally PHONE: 850-418-7275
PROJECT DESCRIPTION: Centralized Irrigation and Landscaping for community and amenities.

ORIGINAL CONTRACT AMOUNT: \$ 275,000
FINAL CONTRACT AMOUNT: \$ 308,733
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 1 change order @ \$33,733.00
ORIGINAL CONTRACT TIME (Substantial Completion): 4 months
ACTUAL TIME TO COMPLETE (Substantial Completion): 4 months
OTHER RELEVANT INFORMATION: Additional work was requested by developer while on site. Times also due on site development delays.

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Proposal # 16635

Wireline Field Interface Unit w/ 1 Wireline and 1 Radio Line. Includes Surge Protection	EA	1
RADIO INTERFACE UNIT, SINGLE RADIO	EA	1
GDC GATEWAY, DNLD, MODEM	EA	1
JOINT, SWING, TORO, 12" STD, 2" SA DDX 1.5" ACME	EA	634
JOINT, SWING, TORO, 12 STD, 1.5Ax1x1QC	EA	19
BOX, TORO VLV, 15X21X12 RECT, GRN/BLK	EA	30
BOX, TORO VLV, 10X10 ROUND, GRN/BLK	EA	160
BOX, TORO VLV, 7X9 ROUND, GREEN	EA	19
AQUAFUSE CONTROLFLO 2" IPS 360 BALL VALVE 4710 DR11 FULL PORT	EA	48
3" IPS BALL VALVE FULL PORT AQUAFUSE CONTROLFLO IPS DR11 HDPE	EA	57
6" RW AQUAFUSE CONTROLFLO HDPE IPS DR11 NRS	EA	25
8" RW AQUAFUSE CONTROLFLO HDPE IPS DR11 NRS	EA	19
CRISPEN 2" AIR RELIEF VALVE	EA	7
8" RW AQUAFUSE CONTROLFLO HDPE IPS DR11 NRS	EA	1
Kenwood Radio W/Ful Keypad Kit, (Charger, Battery, Belt Clip, Antenna)	EA	3
3 X 1½ TAPT SADDLE	EA	19
2" SDR11 HDPE 4710 IPS PIPE	Linear Foot	42,000
3" SDR11 HDPE 4710 IPS PIPE	Linear Foot	4,600
6" SDR11 HDPE 4710 IPS PIPE	Linear Foot	12,800
8" SDR11 HDPE 4710 IPS PIPE	Linear Foot	9,600
10" SDR11 HDPE 4710 IPS PIPE	Linear Foot	40
14-2 MAXI RED 2500' P7072D	EA	13
14-2 MAXI YELLOW 2500' P7072D	EA	13
GROUND PLATE - 4"x96" COPPER	EA	60
25LB BAG GROUND ENHANCMENT	EA	240
5/8 X 8' GROUND ROD	EA	30
3M 3570 G, Small Resin Pack -size "G"	EA	1,500
3M RED/YELLOW WIRE NUT	EA	1,500
WIRE TIE - 8" [BLACK]	EA	1,500
2" BF MOLDED TEE, DR11xDR11	EA	130



Proposal # 16635

Agreement Price and Payment Terms:

Your Agreement Price based upon the work described above is: **\$1,829,686.96**

Payment for these services shall be made in accordance with the Terms and Conditions of this Agreement according to the below:

Down payment of **\$914,843.48** due upon execution of this Agreement with balance due upon completion of the Work.

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized For:

Authorized For:

GreenEarth Landscape Services, LLC

Signature

Signature

Date

Date



Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning this Agreement.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, for reasons other than non-payment, either party may, upon written notice, seek binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in Walton County, Florida. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it. In the event of any dispute regarding non-payment by you, you hereby agree that we have an absolute right to seek redress through Chapter 713, Florida Statutes (the "Lien Laws"), and that any lien(s) filed by us pursuant to the Lien Laws shall not be subject to arbitration.

We both agree that any action through arbitration relating to plant material warranty must be commenced within one (1) year of the documented plant material failure.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner. For a period of one (1) year from installation we will replace any plant materials that may die during this period, provided that such plants have received proper care, as we determine, in our sole discretion, or have been maintained by us under a separate Landscape Management Agreement. This warranty shall not apply if the plant material fails to survive due to accident, alteration, abuse, misuse, or acts of nature including, but not limited to, flood, drought, insects, or prolonged freeze. This warranty does not include damage or plant death due to: vandalism, Acts of God, deer damage, improper watering by any party other than us, or irrigation system management by any party other than us. There is no warranty on transplanted plant material, herbaceous perennials, or ground covers (e.g. pachysandra, ivy or vinca).

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. We warrant that any parts repaired or replaced by us will be free from defects in workmanship and material for one (1) year. **WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Termination: In the event that you terminate or otherwise breach this Agreement ("Default"), you agree to pay: (i) all costs for the work performed in connection with this Agreement up to and including the date of termination; and (ii) all costs of any materials ordered by us in connection with this Agreement. Further, you hereby agree that any amounts due by you as a result of your Default shall be subject to a Claim of Lien pursuant to Chapter 713, Florida Statutes.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the parties' agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.



Staff Report

CITY COUNCIL MEETING DATE: June 16, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 6/16/2021
SUBJECT: Approval of Demolition Contractor(s)

BACKGROUND:

The City of Crestview determined that it was necessary to advertise for Bids for Demolition Services.

The bid request was advertised in the Crestview News Bulletin on May 15th, on the city's website and on Vendor Registry.

DISCUSSION:

The bids were opened and read in City Hall on Tuesday, June 15, 2021 at 2:00 PM.

Bids were received from R & D Development and Jobs Dirt Works and are attached.

After reviewing the submittals, Staff believes that selecting both contractors for continuing contracts will help to ensure that the city can continue its mission to remove blight and cleanup the city.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Financial impact would occur only when the contractors are used.

RECOMMENDED ACTION

Staff respectfully requests that both bids be awarded and allow City Manager and City Staff to determine the best contractor for each individual job through the task order process.

Attachments

1. R&D DEV CITY OF CRESTVIEW PROPOSAL
2. REQ No. 21-06-15 DEMO SERVICE FOR CITY CVIEW JOBES DIRT WORKS

COVER SHEET

R & D Development INC

Rodney Bolton

213 Sweetwater Run

Niceville, FL 32578

Telephone: 850-685-1850

Email: rodneybolton7@gmail.com

**To: ELIZABETH ROY
CITY CLERK
CITY OF CRESTVIEW 198
N. Wilson St
Crestview, FL 32536
Ph: 850-682-1560
Email: elizabethroy@cityofcrestview.org**

Date: June 15, 2021

Re: Proposal for Demolition and Land Clearing Services

Number of Pages: _____

R & D Development INC
213 Sweetwater Run
Niceville, FL 32578

Telephone: 850-685-1850

Email: rodneybolton7@gmail.com

Client: City of Crestview

Re: References

Location: Crestview, FL

Date: June15, 2021

TO: Elizabeth Roy
City Clerk
City of Crestview 198
N. Wilson St
Crestview, FL 32536

RE: Demolition Services for City of Crestview, Florida

Thank you for your consideration.



Rodney Bolton

R & D Development INC
213 Sweetwater Run
Niceville, FL 32578

Telephone: 850-685-1850

Email: rodneybolton7@gmail.com

Client: City of Crestview

Re: Demo Buildings

Location: Crestview, FL

Date: June 15, 2021

“PROPOSAL FOR DEMOLITION AND LAND CLEARING SERVICES”

INTRODUCTION:

R&D Development Inc
Rodney Bolton, President

General Contractor FL Lic # CGC1504847

Roofing Contractor FL Lic # CCC1329480

We provide the following:

- Permitting
- Licensed and Insured
- Demo COMMERCIAL
- Demo RESIDENTIAL
- Wide range demo
- Prep underground utilities
- Storm water
- Land Clearing
- Provide removal
- Environmental Review/Abatement Oversight
- General Contracting-related items
- Roofing-related items
- Other, as necessary

Email: rodneybolton7@gmail.com

Years in Operation:

Annual volume 2020: \$1,860,000 2019: \$3,030,000

Type of Organization: Corporation

Business Location: Okaloosa County

Address: see above

Thank you for your consideration. References available upon request.



Rodney Bolton, President of R&D Development INC

General Contractor CGC1504847 Roofing Contractor CCC1329480



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOLTON, RODNEY L

R & D DEVELOPMENT INC
213 SWEETWATER RUN
NICEVILLE FL 32578

LICENSE NUMBER: CCC1329480

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOLTON, RODNEY L.

R & D DEVELOPMENT INC
213 SWEETWATER RUN
NICEVILLE FL 32578

LICENSE NUMBER: CGC1504847

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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R&D DEVELOPMENT, INC		
Rodney Bolton, President 850-685-1850		
ITEM	UNIT	UNIT COST
Residential Demolition*	square foot	\$5-\$9/sqft (depending on structure)
Commercial Demolition*	square foot	\$6-\$10/sqft (depending on structure)
Fill Dirt	yard	\$200/load (20 yards/load)
Environmental Review/Abatement Oversight**	Each	\$5000.00 supervisonal
* BASE PRICE **see notes in application		

R & D Development INC
213 Sweetwater Run
Niceville, FL 32578

Telephone: 850-685-1850

Email: rodneymolton7@gmail.com

Client: City of Crestview

Re: References

Location: Crestview, FL

Date: June15, 2021

REFERENCES

- 1) JD Wingard
101 Wilson St
Crestview, FL 32536
Ph: 850-682-2735
- 2) Jay Woodbury
366 S. Main St
Crestview, FL 32536
Ph: 850-865-9629
- 3) Christian Perry
CDP Stucco of NW Florida, Inc.
130 Perry Avenue Ste. C
Fort Walton Beach, FL 32548
(850) 226.6875
www.cdpstucco.com

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL NO. 21-06-15

**"PROPOSAL FOR DEMOLITION AND
LAND CLEARING SERVICES"**

Inquiries about this Request for Proposal
should be directed to:

Elizabeth Roy
City Clerk
City of Crestview 198
North Wilson St
Crestview, Florida 32536
Phone: (850) 682-1560
E-mail: (questions only)
elizabethroy@cityofcrestview.org

REQUEST FOR PROPOSALS DEADLINE

PROPOSAL SUBMISSION DEADLINE: June 15, 2021 – 2:00 PM local time

PRE-SUBMISSION QUESTIONS: Any questions regarding this RFP should be directed to the office of the City Clerk, cityclerk@cityofcrestview.org or 850-682-1560 x 250.

OVERVIEW

The City of Crestview is seeking to engage up to three contractors on a continuing contract as needed for the demolition of various properties in conjunction with city projects, code enforcement, or any other projects that may arise. The selection will result in a one-year contract, with four optional one-year renewals.

The City of Crestview seeks an experienced company or individual with the proper licenses to accomplish all the tasks identified in the RFP. Upon selection, the company(s) will be required to supply the City with a copy of a current City of Crestview Business Tax Receipt, Liability Insurance and Workmen's Compensation coverage, as well as comply with all contract standards as outlined in the City of Crestview purchasing manual and all Florida State Statute requirements.

The City reserves the right to use selected demolition contractor(s) for any demolition projects and/or land clearing, including, but not limited to residential or commercial.

The City reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award a contract deemed to be in the best interests of the City.

BACKGROUND

The City of Crestview has determined that entering a continuing contract for demolition services is consistent with the purchasing policy and will serve to provide a consistent standard of demolition services to the City of Crestview.

The City of Crestview will evaluate vendor experience, qualifications, and capabilities for providing requested services to the City. The desired qualifications are outlined below. Responders are required to submit a written narrative corresponding to each of the underlined section items:

Introduction attached separately

- Overview and summary of the services provided

Company Profile Attached Separately

- Individual/Company overview and history
 - How long has the company been in business
 - Years of Experience
 - Business location

Demolition Experience References attached separately

References (minimum three references, including all contact information below)

Project Pricing Estimate/Cost for Services Outlined

Item	Unit	Unit Cost
Residential Demolition*	Square Foot	\$ 3.00 / SQ. FT.
Commercial Demolition*	Square Foot	\$ 3.00 / SQ. FT.
Fill Dirt	Yard	\$ 8.00 / CU. YD.
Environmental Review/Abatement Oversight**	Each	\$ 500.00 EACH

*Base price. The city understands that special conditions may exist. These will be reviewed on a case by case basis.

If an environmental review is required, additional charges if any, for contractor to oversee any required environmental review/abatement. **The City will pay the environmental company directly for any review/abatement.

SCOPE OF WORK

Demolition – The contractor will be responsible for demolition, removal, and proper disposal of structures, concrete foundation, and contents of all projects. The contractor will be responsible for all costs of transport and proper disposal of all demolition debris.

Certifications and permits – The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

Utility Disconnects – The demolition contractor will be responsible for coordinating and ensuring utility disconnects.

Salvage of Materials – Unless referenced otherwise in an addendum which will be provided at the optional pre-bid conference, the contractor shall take ownership of all scrap/salvage materials and be permitted to recycle and reuse the items as desired at the contractor's risk.

Extent of Underground Demolition – All building foundations should be removed, and the opening filled with compacted earth. Approved material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site.

Responsibility for Temporary Facilities – Depending on the project size, the contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, etc.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent property, sidewalks, pedestrians, and streetscape and to ensure that existing businesses in the area can operate normally without significant disruption during demolition activities.

Safety- Provide information regarding firm's safety record and describing the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.

Expected Condition of Site at Completion of Demolition – It is expected that the contractor will backfill all excavated areas with suitable material and grade the area to provide for positive surface drainage for the entire site (generally, 0.5% min. slope from highest point of adjacent curb or sidewalk). The contractor may be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff, if necessary. The contractor will be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project. The contractor shall also remove the existing foundation which is 36 inches deep with an 8 inch width, with a standard 2 foot wide by 8 inch thick footing. The concrete slab shows 6 inch thick.

Insurance Requirements:

Minimum Requirement for liability insurance is \$1,000,000 with the City of Crestview as additional insured.

Legal Requirements:

The agreement with the selected vendor will include a Public Access form which outlines the legal aspects of the Florida Public Records law as it applies to entities doing business with municipalities. (see attachment A)



JOBE'S DIRT WORKS LLC

5592 Old River Rd

Baker, FL 32531

850 – 546 – 1514

Office: 850 – 375 – 6771

E-mail: JobesDirtWorks@gmail.com

COMMERCIAL & RESIDENTIAL DEMOLITION

LICENSED & INSURED

Introduction to: Jobe's Dirt Works LLC

Overview

Jobe's Dirt Works, LLC is an enterprising demolition company, licensed and insured in the state of Florida since 2006. Jobe's is owned and operated by Jobe and Randy Everson with a skilled team of operators and drivers. We are focused on customer satisfaction and enjoy much repeat business as a result. We also own and operate out of Crestview Landfill LLC, a C&D facility located at 2151 Point Center Rd., in Crestview, Florida.

Summary of services we provide include:

- Demolition of residential and commercial structures including contents, foundations, slabs, additional out buildings, pavements, curbing, roadways, fencing, storm-water and onsite wastewater treatment plants; all utilities above and below ground including HVAC, fire systems, all plumbing & piping, and duct work; all existing electrical including poles; leveling of all disturbed areas of site upon completion;
- Security of site if necessary
- Silt fencing if necessary
- Land clearing
- Lot cleanups
- Post storm cleanups
- Hauling and proper disposal of all debris;
- We can provide fill dirt, crushed concrete, clay, stone, millings, etc
- Asbestos surveys and asbestos abatement if needed



JOBE'S DIRT WORKS LLC

5592 Old River Rd

Baker, FL 32531

850 – 546 – 1514

Office: 850 – 375 – 6771

E-mail: JobsDirtWorks@gmail.com

COMMERCIAL & RESIDENTIAL DEMOLITION

LICENSED & INSURED

References for Jobe's Dirt Works LLC

1. Green Energy Contracting LLC
1305 Hwy 90 W
Holt, FL 32564
Contact: Patrick Davis
Phone: 850-902-7457
Email: PATRICKD@GEContracting.net
2. Cason Environmental & Demo Services LLC
1118 Stuckey Ave
Tallahassee, FL 32310
Contact: Kip Smith
Phone: 850-232-4719
Email: KIPWSMITH@MEDIACOMBB.NET
3. Watree Construction LLC
127 Patrick Dr.
Fort Walton Beach, FL 32547
Contact: Thomas Watkins
Phone: 850-585-7055
Email: Thomas@WatreeHomes.com



JOBE'S DIRT WORKS LLC

5592 Old River Rd

Baker, FL 32531

850 - 546 - 1514

Office: 850 - 375 - 6771

E-mail: JobesDirtWorks@gmail.com

COMMERCIAL & RESIDENTIAL DEMOLITION

LICENSED & INSURED

Company Profile

Jobe's Dirt Works, LLC is an enterprising demolition company, licensed and insured in the state of Florida since 2006. Jobe's is owned and operated by Jobe and Randy Everson with a skilled team of operators and drivers. We are focused on customer satisfaction and enjoy much repeat business as a result. We also own and operate out of Crestview Landfill LLC, a C&D facility located at 2151 Point Center Rd., in Crestview, Florida.

Our equipment fleet currently includes:

- 2019 PC360 Komatsu excavator w/thumb
- 2015 PC300 Hyundai excavator w/thumb
- 2007 PC300 Komatsu excavator w/thumb
- 2006 PC228 Komatsu excavator w/thumb
- 2007 PC200 Komatsu excavator w/thumb
- 2018 PC210 Komatsu excavator w/thumb
- 2007 PC160 Komatsu excavator w/thumb
- D41 Komatsu bulldozer
- D39 Komatsu bulldozer
- CAT 856 Compactor
- Volvo A35 35-ton off-road dump truck
- Doosan 220 loader
- Bobcat T300 track-loader
- Bobcat T770 track-loader
- Bobcat T770 track-loader
- Currently have in-house fleet of 14 trucks with assortment of demolition debris dump trailers and dump trucks. We also have roll-off trucks and a fleet of over 100 dumpsters.

We've demolished commercial and residential structures in Okaloosa, Santa Rosa, Escambia and Bay Counties including government contract work for Eglin A.F.B., Duke Field, Hurlburt Field A.F.B., and the Department of Juvenile Justice. We've also completed a significant number of demolition jobs for the City of Fort Walton Beach, City of Pensacola, City of Destin, City of Crestview, and various commercial and residential contractors.

A few previous projects include: {2020 total gross rev: approx. \$2.5 million}

- ❖ 2021 City Destin demo 3 structures reclaiming beach \$137k
- ❖ 2021 Eglin Pkwy / South St FWB demo for new Cefco \$42k
- ❖ 2020-2021 112 Hollywood FWB demo & site work \$117k
- ❖ 2020-2021 (new) Baptist Hospital demo \$608k
- ❖ 2020 PCC Pensacola Hurricane Sally storm cleanup \$52
- ❖ 2020 St. Christopher's Church classrooms bldg. Pensacola \$66k
- ❖ 2020 130 Butler Circle Crestview \$31k
- ❖ 2019 old Subaru dealership FWB \$69k
- ❖ 2019 Old Psychiatric Building FWB; Value: \$100k
- ❖ 2019 Satellite Control Tower for BAE Systems; Value: \$40k
- ❖ 2019 Pensacola Central Booking Facility; Value: \$477k
This was a 5-story concrete jail facility w/ basement.
- ❖ 2019 Jackson St. Church in Pensacola; Value: \$40k
- ❖ 2018 Pensacola strip mall \$119k
- ❖ 2018 Dolphin Inn FWB \$67k
- ❖ 2018 Destin bank \$89k
- ❖ 2018 PCC Elementary School; Value: \$145k

- ❖ 2018 FNB First Nat'l Bank in Destin, Florida; Value: \$79k
- ❖ 2017 Okaloosa County Courthouse; Value: \$100k
- ❖ 2017 Old shopping mall in Fort Walton Beach; Value: \$119k
- ❖ 2017 Demo of old strip mall for CEFCO; Value: \$67k
- ❖ 2016 Ocean City Elementary School; Value: \$175k
- ❖ 2016 Cason Moorings; Value: \$22k
- ❖ 2015 Cross FDOT; Value: \$140k
- ❖ 2015 PACCOM IDIQ Eglin work; Value: \$53K
- ❖ DEMOLITION of the old DeFuniak middle school. This was a total of 9 buildings with a total square footage of approx. 85,000 sq. ft. This demolition took approx. 6 wks. to complete in the fall of 2014.
- ❖ DEMOLITION of the old Winn Dixie store in San Destin, FL. This was an approx. 40,000 sq. ft. steel and masonry steel structure. This project took approx. 3-4 wks. to complete the summer of 2014.
- ❖ DEMOLITION of old Ocean City Elementary School in Fort Walton Beach, FL. This was a six building site with a total of approx. 77,000 sq. ft. of demolition including foundations, slabs, and footers, with approx. 60,000 sq. ft. of asphalt & concrete parking areas, sidewalks, and curbing. Demolition included all above and below ground utilities as well as manholes, storm water systems, water and gas pipe removal; tree removal and site cleanup; root raking of site; and hauling and proper disposal of debris. Site left level and ready for new construction. Project began 11 Sept. 2013 and completed Dec. 2013.
- ❖ DEMOLITION of City of Fort Walton Beach Fred B. Hedrick Recreational Center. This was an approx. 22,000 sq. ft. building completely removed including slab and footers; also

including approx. 40,000 sq. ft. parking lot removal. Project began 12 July 2013 and completed 10 Aug. 2013.

- ❖ DEMOLITION of Bldg. 666 on Eglin A.F.B., FL. This was a complete demolition and site restoration of an approx. 19,000 sq. ft. office building. The project was awarded mid-Dec. 2012 and completed 24 Jan. 2013.
- ❖ DEMOLITION of Bldg. 914 on Eglin A.F.B., FL. This demolition included an approx. 15,000 sq. ft. concrete and steel structure. The project was awarded Nov. 2012 and completed before the end of Nov. 2012.
- ❖ DEMOLITION of GOVERNMENTAL COMPLEX in Panama City, FL. This work scope included demolition of four old county buildings totaling over 30,000 sq. ft. The project was awarded approx. May of 2011 and completed first part of July 2011.
- ❖ DEMOLITION of Camp E-Ma-Chamse in Berrydale, FL. Complete demolition of 13 buildings including foundations, additional small out-buildings, pavements, roadways, equipment, fencing, storm-water and onsite wastewater treatment plant; all utilities above and below ground including all HVAC, fire systems, all plumbing, piping, and duct work; all existing electrical including poles. All debris hauled and properly disposed of. Site left leveled and returned to nature. Project began 5 Jul. 2012 and finished 15 Aug. 2012.

These are only a few of many we have completed over the last few years. If needed, we can provide more examples and/or contact information for customers we have worked for.

We are known for our outstanding reputation, competitive pricing, and professional work.

Attachment APUBLIC RECORDS ADDENDUMJobe's Dirt Works LLC

as Contractor, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209 Crestview,
Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

OKALOOSA COUNTY

COMPETENCY LICENSE

ISSUED TO: RANDY L EVERSON

DATE ISSUED: 6/10/2019

EXPIRES 6/30/2021

STATE LICENSE NUMBER

COMPETENCY CARD NUMBER
6705-DSR

COMPANY
NAME:

JOBES DIRT WORKS LLC

TYPE OF
BUSINESS:

Demolition & Site Removal

STATUS:

Active

CONSECUTIVE RETIREMENT YEARS: 0

FEES

Comp License

AMOUNT

200.00

Paul G. Adams III

Randy L. Everson

BUILDING OFFICIAL

446030

LICENSE SPECIALIST or Authorized Signature

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

BUSINESS NAME JOBES DIRT WORKS LLC

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 1158 HWY 90 W
HOLT, FL 32564

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

JOBES DIRT WORKS LLC
5592 OLD RIVE RD
BAKER, FL 32531

Paid 0-20010686

35.00

07/15/2020

2020 - 2021
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY
Tax Collector
View Your Account Online



RECEIPT NO. 90051008756
EXPIRES SEPTEMBER 30, 2021

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

X *Jobes Dirt Works LLC*
Ben Anderson, M.M.
SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 6905 N. Wickham Road, St. 501 Melbourne FL 32940	CONTACT NAME: Sandy Feys PHONE (A/C, No, Ext): (321) 757-8686 FAX (A/C, No): (321) 757-8687 E-MAIL ADDRESS: sfeys@bbccfl.com																					
INSURED Jobe's Dirt Works, LLC 5592 Old River Road Baker FL 32531	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Allied World Surplus Lines Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER C:</td><td>Evanston Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allied World Surplus Lines Insurance Company		INSURER B:	Owners Insurance Company	32700	INSURER C:	Evanston Insurance Company		INSURER D:			INSURER E:			INSURER F:		
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INSURER B:	Owners Insurance Company	32700																				
INSURER C:	Evanston Insurance Company																					
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 20-21 Liability**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			5054-1322	08/30/2020	07/12/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	☒ Contractors Pollution		MED EXP (Any one person) \$ 5,000				
	☒ Transp Pollution		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Empl Bene Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY			52-410-741-00	07/12/2020	07/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
C	UMBRELLA LIAB ☒ OCCUR			MKLV7EUL101625	08/30/2020	07/12/2021	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	DED \$	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Demolition of old courthouse.

CERTIFICATE HOLDER**CANCELLATION**

City of Crestview 198 N Wilson St Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department PHONE (A/C, No, Ext): 727-520-7676 x 3 E-MAIL: certs@encorehr.com ADDRESS:	FAX (A/C, No): 727-525-3862
			INSURER(S) AFFORDING COVERAGE	
			INSURER A: SUNZ Insurance Company	
			INSURER B:	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 61790959	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY ☐ PROJECT ☐ LOC ☐					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR ☐					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐					AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC039-00001-021	6/1/2021	6/1/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N / A	WC016-00001-020	6/1/2020	6/1/2021	E.L. EACH ACCIDENT \$1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$1,000,000.00
						E.L. DISEASE - POLICY LIMIT \$1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Jobe's Dirt Works LLC
Client Effective: 12/25/2017

CERTIFICATE HOLDER

2696
Jobe's Dirt Works, LLC
5592 Old River Road
Baker FL 32531

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/30/2019

EXPIRATION DATE: 9/29/2021

PERSON: JOBE L EVERSON

EMAIL: JOBESDIRTWORKS@GMAIL.COM

FEIN: 300372574

BUSINESS NAME AND ADDRESS:

JOBE'S DIRT WORKS LLC

5592 OLD RIVER RD

BAKER, FL 32531

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager, Construction Executive, Construction Manager or Construction Superintendent	Cleaner-Debris Removal - Construction	Excavation and Drivers NOC	Irrigation or Drainage System Construction & Drivers
--	--	----------------------------	---

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/3/2021

EXPIRATION DATE: 4/3/2023

PERSON: RANDY L EVERSON

EMAIL: JOBESDIRTWORKS@GMAIL.COM

FEIN: 300372574

BUSINESS NAME AND ADDRESS:

JOBE'S DIRT WORKS LLC

5592 OLD RIVER RD

BAKER, FL 32531

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager, Construction Executive, Construction Manager or Construction Superintendent	Cleaner-Debris Removal - Construction	Excavation and Drivers NOC	Irrigation or Drainage System Construction & Drivers
--	--	----------------------------	---

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/3/2021

EXPIRATION DATE: 4/3/2023

PERSON: ALISON EVERSON

EMAIL: JOBESDIRTWORKS@GMAIL.COM

FEIN: 300372574

BUSINESS NAME AND ADDRESS:

JOBE'S DIRT WORKS LLC

5592 OLD RIVER RD

BAKER, FL 32531

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager, Construction Executive, Construction Manager or Construction Superintendent	Cleaner-Debris Removal - Construction	Excavation and Drivers NOC	Irrigation or Drainage System Construction & Drivers
--	--	----------------------------	---

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Demolition Services Score Sheet							
Reviewer:					Date:		
Each category for review should receive a score between 1-5 based on the reviewer assessment of the provided proposal. The scores will be weighted based on the percentages. The company with the highest score will be the recommended vendor.							
Company Name	Qualifications 15%	References 15%	Pricing 50%	Location Presence 15%	Women/minority owned business 5%	Total	



Staff Report

CITY COUNCIL MEETING DATE: June 16, 2021

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 6/16/2021
SUBJECT: Resolution 2021-12

BACKGROUND:

With exponential growth within the City and its immediate surrounding areas, staff is working to create and maintain a 10 (ten) year plan to achieve and manage capital improvements to service said growth. In doing so, a list of anticipated projects and purchases has been prepared and is provided herein.

Staff has determined that the need exists to incur debt in the approximate amount of \$15-20 million to acquire, construct and erect certain high priority capital improvements through bonding, conventional financing or other potential means.

With the current financial market, the amount necessary to complete the projects and purchases, and the length of time for financing, staff would like to evaluate all financing/funding options.

DISCUSSION:

The City Manager has identified the need to engage the services of a municipal advisory firm to act as the City's financial advisor on the anticipated financing of the projects listed on the attached document. MW Financial Advisory Services, LLC. (MWFAS) is a registered municipal advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The scope of their services would be twofold as follows:

Plan of Finance Development

Non-Transaction Consulting

- Prepare a debt profile
- Review legal structure
- Analyze future debt capacity
- Review capital budget
- Identify financing alternatives
- Develop final financial plan

Transaction Consulting

- Develop plan of finance and financing schedule
- Assist with the procurement of other members of the financing team (underwriter, banks, etc.)
- Assist with request for proposals/indications of interest from potential lenders
- Assist with the drafting and review of financing documents and rating agency presentation
- Assist with the review of closing documents
- Oversee closing of financing when approved

Engaging an experienced firm to acquire the financial resources needed to make these projects possible will help to ensure that the City gets the best possible terms.

Staff also anticipates an immediate need to begin disbursement of funds for some of the projects listed. A resolution must be adopted establishing this intent. Please see attached resolution 2021-12.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The expenditures related to the capital projects would be disbursed through reserves and/or contingencies then replenished upon reimbursement from the financing.

For the Non-Transaction Consulting services to be provided by MWFAS, an hourly fee of \$200 will apply with a not to exceed amount of \$18,000 annually unless instructed by City. Funding for these fees is available in reserves and/or contingencies.

For Transaction Consulting services for each completed bond, loan, note (direct purchase or public sale) transaction, MWFAS proposes a flat fee of not to exceed \$27,500 with a minimum financing fee of \$19,750 plus out-of-pocket expense not to exceed \$2,500 for each financing. The fee would be disbursed through the financing.

RECOMMENDED ACTION

Staff respectfully requests City Council to accept the recommendation of contracting with MW Financial Advisory Services, LLC to provide financial consulting services.

Further, Staff respectfully requests City Council adoption of Resolution No. 2021-12 to reimburse certain capital expenditures through future tax-exempt financing.

Attachments

1. Anticipated Projects List
2. MWFAS engagement letter Crestview FL 2021
3. DISCLOSURE STATEMENT OF CONFLICTS OF INTEREST AND OTHER INFORMATION
CRESTVIEW 2021

RESOLUTION: 2021-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, The City Council of City of Crestview, Florida (the "Issuer") has determined that the need exists to incur debt to acquire, construct and erect certain capital improvements within the Issuer, to be acquired, constructed and erected in accordance with plans on file at the offices of the Issuer, as such plans may be modified from time to time, including certain utility plant, utility movement and realignment, and other improvements to the Issuer's utility system and certain park and recreation acquisitions and improvements (the "Project"); and

WHEREAS, It is expected that the costs of the Project will be reimbursed by and financed with the proceeds of a future tax-exempt financing for capital expenditures.

1. Authority for this Resolution. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, the City Charter and other applicable provisions of law.

2. Declaration of Intent. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures to be paid by the Issuer for the purpose of designing, installing, constructing, reconstructing and maintaining the Project. Pending reimbursement, the Issuer expects to use funds on deposit in its general fund, utility fund and funds legally available to pay a portion of the cost of the Project. It is reasonably expected that the total amount of expenditures incurred by the Issuer with respect to the Project will not exceed \$20,000,000. This Resolution is intended to constitute "official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred, in one or more financings, to finance the Project.

3. Severability AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions contained herein shall be held contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed to be severed from the remaining covenants, agreements or provisions of this Resolution.

4. Effective Date. This Resolution shall take effect immediately upon its adoption.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crestview of Okaloosa County, Florida that:

PASSED AND ADOPTED IN REGULAR SESSION THIS _____ OF _____, 2021

CITY OF CRESTVIEW, FLORIDA

JB Whitten, Mayor

Attest:

Elizabeth M. Roy, City Clerk

Anticipated Projects for Financing

Asset Life		General Fund	Utility Fund	Total	Status	Urgency Level/ Timeframe	Source of Funding
20	PJ Adams Relocation - PH IV		\$ 400,000				Impact Fees??
50	CIPP Lining Program		\$ 50,000				Operating
20	Manhole Lining Program		\$ 50,000				Operating
15	Control Panel LS #19		\$ 85,000				Potentially Wait
15	Control Panel LS #29		\$ 59,228				Potentially Wait
15	Lift Station #15 upgrade		\$ 250,000				Operating
20	Foxwood - Convert County Water to City		\$ 160,000				Impact or Operating
50	Benjamin Street Sewer Expansion		\$ 135,000				Operating or CDGB (perhaps State budget)
N/A	Split Creek Engineering Study		\$ 50,000				To be determined
50	PD&E & Construction Sewer Lines (Master Plan Collection)		\$ 150,000				To be determined
25	Traffic Signal at Hwy. 85 & Garden Street	\$ 750,000					Property sale remainder 1/2 cent
30	E. Redstone & Brookemeade Inter. Impr.	\$ 2,000,000					1/2 cent or fuel tax
30	E/W Connector, Hwy. 85 improvements	\$ 400,000					Cares, recovery, 1/2 cent or utility
N/A	FD Lease Payoff	\$ 480,000					1/2 cent
7	Fire Engine	\$ 800,000					1/2 cent
20	Equipment Remodel - Council Chambers	\$ 100,000					Operating 2022
5	City Hall Servers including contractor fees	\$ 200,000					Operating 2022
5	Server replace	\$ 100,000					To be determined
5	Work Order Software	\$ 100,000					To be determined
N/A	Land purchase for Arena Rd Water Tank		\$ 250,000				To be determined
50	Antioch Elementary Water Tank		\$ 2,646,000	\$ 2,646,000	Awaiting Contact Approval	Critical	SRF
50	Solids handling upgrade		\$ 4,473,000	\$ 4,473,000	Awaiting Bid Approval	Critical	SRF
25	Phase II - PD&E - Sprayfield to RIBS		\$ 132,000	\$ 132,000	In Planning Phase (existing Jacobs TO)	Critical	SRF
N/A	Wetland Injections PD&E - Wingard		\$ 458,000	\$ 458,000	In Planning Phase (site selection complete)	Short Term Need	SRF
	Effluent Disposal Rib Design		\$ 246,500	\$ 246,500	In Design Phase (existing Jacobs TO)	Critical	SRF
50	PD&E Solids Handling		\$ 315,000	\$ 315,000	Permitting, Design and Engineering complete	Critical	SRF
N/A	Sports Complex (Land)	\$ 1,000,000		\$ 1,000,000	In Concept Phase	Long Term Need	If not part of Wingard property, then financing
20	Desi's Downtown Parking	\$ 300,000		\$ 300,000	In Design Phase (coordinating with utilities)	Critical	Financing, 1/2 cent or Cares. Preferably Cares (Cash)
20	Main St. Improvements (Matrix Designs)	\$ 2,000,000		\$ 2,000,000	In Concept Phase (contact under review)	Long Term Need	Financing, 1/2 cent or Cares. Preferably Cares (Cash)
15	Auburn Water System Conversion		\$ 200,000	\$ 200,000	Auburn Water Board Approved	Critical	Linc Grant Subdivision - Impact, Operational SRF
50	Foxwood Sewer System		\$ 2,200,000	\$ 2,200,000	In Design Phase	Critical	Recovery, Utility (Operating or Impact) or SRF
20	Water Line Ext. for SW Bypass		\$ 2,500,000	\$ 2,500,000	In Planning Phase (coordination with county)	Short Term Need	SRF (No other source)
N/A	Additional 132ac land purchase for WWTP		\$ 2,000,000	\$ 2,000,000	In Planning Phase	Short Term Need	SRF, Recovery or Impact Fees
50	Water Tank on Arena Rd to service Foxwood		\$ 2,500,000	\$ 2,500,000	In Planning Phase	Short Term Need	SRF (Combine with Water Line Ext. for SW Bypass \$2M)
25	Construction of 4 RIBS on 45ac Wingard Parcel		\$ 3,000,000	\$ 3,000,000	In Design Phase (existing Jacobs TO)	Critical	Urgent-SRF (2022 Budget)
N/A	Future Injection Wetland Project		\$ 6,100,000	\$ 6,100,000	In Concept Phase	Long Term Need	SRF - LT Planning
50	WWTP Upgrades		\$ 3,000,000	\$ 3,000,000	In Planning Phase	Long Term Need	SRF - LT Planning
50	WWTP Upgrades to 6 MGD Treatment		\$ 30,000,000	\$ 30,000,000	In Concept Phase	Long Term Need	SRF - LT Planning (May increase or decrease)

Anticipated Projects for Financing						
Asset Life		General Fund	Utility Fund	Total	Status	Urgency Level/ Timeframe
	Foxwood - Mammoth Contract/Club renovation, etc.	\$ 2,000,000		\$ 2,000,000	Awaiting Contact Approval	Critical
						Conventional Financing
	Total Anticipated Projects	\$ 10,230,000	\$ 61,409,728	\$ 65,070,500	Phase List Construction-Contract-Design-Planning-Concept	Critical: Now-1yr Short Term Need: 1-3 yrs Long Term Need: 3+ yrs

Gina Toussaint
Finance Director
City of Crestview, FL
198 North Wilson Street
Crestview, Florida 32536

June 16, 2021

RE: Engagement Letter for municipal advisory services related to development of a financing plan for the City and the potential financings for the City of Crestview, FL's (1) Utility Funded Projects and (2) General Funded Projects listed in the Anticipated Project list provided by City to MW Financial Advisory Services LLC on June 09, 2021, and attached to this engagement letter.

Dear Ms. Toussaint:

MW Financial Advisory Services LLC ("MWFAS") is pleased to submit this Engagement Letter to the City of Crestview (the "City", "Client"). The purpose of this engagement letter is to confirm MWFAS will act as the City's financial advisor providing municipal advisory services related to development of a financing plan for the City and the potential financings for the City of Crestview, FL's (1) Utility Funded Projects and (2) General Funded Projects listed in the Anticipated Project list provided by City to MW Financial Advisory Services LLC on June 09, 2021 and attached to this engagement letter. MWFAS will provide, upon request of the Client, services as applicable and set forth in Exhibit A to this Engagement Letter. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Upon request of Client, MWFAS may agree to additional services to be provided by MWFAS, by a separate agreement between the Client and MWFAS.

Disclosure of Conflicts of Interest and Regulatory Issues

MSRB Rule G-42 requires that municipal advisors provide to their clients' certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Such disclosures are provided in MWFAS disclosure statement of conflicts of interest and other information provided with this engagement letter.

As of this date MWFAS is unaware of any conflicts of interest MWFAS might have with the City that would interfere with its ability to provide unbiased advice, or that would negatively affect its ability to carry out its fiduciary duty to the City

The undersigned, Marissa Wortman, President, is authorized by MWFAS to provide the representations and certifications contained herein.

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of MWFAS, neither MWFAS nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from CITY's

election to act or not to act, as the case may be, contrary to or, absent negligence on the part of CITY or any of its associated persons, upon any advice or recommendation provided by MWFAS to CITY.

MW Financial Advisory Services LLC, Inc. is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2SEC under the Dodd-Frank Act of 2010 (Registration #: 867-02195-00). MWFAS's obligation under this Agreement is solely to perform its services described above in the scope of services in Exhibit A in a professional and timely manner conforming to generally accepted standards and practice for financial advisors. Client acknowledges and agrees that any reference to MWFAS, its personnel and its role as its independent registered municipal advisor ("IRMA"), including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by MWFAS. Client further agrees not to represent that MWFAS is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without MWFAS's prior written consent.

Fee Structure

To assist the City with scope of services described in Exhibit A, MWFAS's professional fees will be paid as provided in Exhibit B. In addition to fees for services, MWFAS will be reimbursed for out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing, and computer time which are incurred by MWFAS.

MWFAS's services will commence as soon as practicable after the execution of this proposal letter by the CITY and will be effective from the dated date of execution of this engagement letter. This engagement will remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party.

Marissa Wortman, President of MWFAS will serve as the primary MWFAS contact to the City.

MWFAS at all times will be any independent contractor and will not be deemed to be employees, agents, partners, servants and/or joint ventures of the City by virtue of this engagement or any actions or services rendered under this engagement.

If you have any questions about this engagement letter or steps involved, please do not hesitate to call.

Sincerely,

MW Financial Advisory Services LLC



Marissa Wortman
President

MW Financial Advisory Services LLC
6965 Piazza Grande Ave Suite 314
Orlando FL 32835

Phone: [407 380-5994](tel:4073805994)

Mobile: [407 247-7651](tel:4072477651)

Email: wortmanm@mwfaseservices.com

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

Accepted by:
City of Crestview, FL

Authorized Signature

Name

Title

Date

MW Financial Advisory Services LLC



Marissa Wortman
President

EXHIBIT A
SCOPE OF SERVICES

Municipal Advisory Services related to development of a financing plan for the City and the potential financings for the City of Crestview, FL's (1) Utility Funded Projects and (2) General Funded Projects listed in the Anticipated Project list provided by City to MW Financial Advisory Services LLC on June 09, 2021, and attached to this engagement letter.

Non-Transaction Consulting

Plan of Finance Development

The development of the most cost-effective financing plan available.

MWFAS Responsibilities Scope of Services:

- 1) Prepare a Debt Profile
 - i) Update comprehensive review of all outstanding indebtedness.
 - ii) identify potential cost savings and other beneficial debt strategies.
- 2) Review Legal Structure
 - i) Provide comprehensive review of bonding authority and bond covenants.
 - ii) Identify opportunities for financing flexibility within credit constraints.
- 3) Analyse Future Debt Capacity
 - i) Determine ability to raise future debt capital.
 - ii) Identify rating concerns and/or opportunities.
- 4) Review Capital Budget
 - i) Ensure a complete understanding of all anticipated capital needs in this changing plan.
 - ii) Match sources of capital funding to infrastructure needs.
- 5) Identify Financing Alternatives
 - i) Inform issuer of pros and cons of different financing techniques.
 - ii) Outline potential financing strategies relevant to specific project.
- 6) Develop Final Financial Plan
 - i) Document policies, processes, alternatives, and results.
 - ii) Recommend optimal financing plan and solution.

Compensation to MWFAS for non-transaction related municipal advisory services will be billed hourly and paid by the City in accordance with Exhibit B. The City and MWFAS will determine a specific not-to-exceed amount prior to commencement of work. City shall reimburse MWFAS for out-of-pocket expenses including, but not limited to, travel and administration costs, the expense of any outside copying costs, courier or delivery charges, conference call charges, and the costs of obtaining statistical data from outside sources.

Transaction Consulting

- Develop plan of finance and financing schedule.
- Assist the City with the procurement of other members of the financing team (underwriter, banks, etc.).
- Assist with request for proposals/indications of interest from potential lenders.
- Assist with the drafting and review of financing documents and rating agency presentation.
- Assist with the review of closing documents.
- Oversee closing of financing when approved.

EXHIBIT B
COMPENSATION FOR SERVICES

Non-Transaction Consulting

For the scope of services described in Exhibit A an hourly fee of \$200 will apply with a not to exceed cap of \$18,000 annually unless instructed by City.

This hourly rate will also apply to any special projects outside of the scope of services in Exhibit A of the City.

Transaction Consulting

For the scope of services described in Exhibit A.

For each completed bond, loan, note (direct purchase or public sale) transaction MWFAS would propose a flat fee of not to exceed \$27,500 and with minimum financing fee of \$19,750 plus any out-of-pocket expenses not to exceed \$2,500 for each financing.

DISCLOSURE STATEMENT OF CONFLICTS OF INTEREST AND OTHER INFORMATION

MW FINANCIAL ADVISORY SERVICES LLC

This Disclosure Statement is provided by **MW Financial Advisory Services LLC (“Municipal Advisor” or “MWFAS”)** to **City of Crestview, FL** (the “Client”) in connection with the Municipal Advisor Engagement Letter dated **June 16, 2021** (the “Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

MSRB Rule G-42 requires that municipal advisors provide to their clients’ disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Pursuant to Municipal Securities Rulemaking Board Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, "Conflicts of Interest" and any "Legal or Disciplinary events" of the Firm and its associated persons.

MW Financial Advisory Services LLC (“MWFAS”) represents, in general, that it has no known material conflicts of interest with the client and/or any municipal entity. If MWFAS becomes aware of any material conflict of interest with a particular municipal entity, MWFAS will disclose all detailed information in writing to the client in a timely manner.

From time to time, MWFAS does provide municipal advisory services that are in connection with the issuance of a Bond, and MWFAS may receive compensation for the services provided, which compensation is contingent upon the successful closing of a transaction or is based on the size of a transaction. Consistent with certain regulatory authorities, MWFAS hereby discloses that such contingent and/or transactional compensation present a conflict of interest, because it may cause MWFAS to recommend a transaction that is unnecessary or in a size that be larger than is necessary. This conflict of interest will not impair MWFAS’ ability to render unbiased and competent advice or to fulfil its fiduciary duty.

Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for MWFAS to recommend unnecessary financings or financings that are disadvantageous to client, or to advise client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above. Fees based on a fixed amount are usually based upon an analysis by client and MWFAS of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by MWFAS. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, MWFAS may suffer a loss. Thus, MWFAS may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above. Hourly fees are calculated with, the aggregate amount equalling the number of hours worked by MWFAS personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if client

and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above. In addition, MWFAS manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Issuer ahead of its own.

MWFAS does not have any legal events or disciplinary history on MWFAS' Form MA and Form MA-I's, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. A client may electronically access MWFAS' most recent Form MA and each most recent Form MA-I filed with the U.S. Securities and Exchange Commission ("SEC") at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against MWFAS will provide complete disclosure to the client in detail allowing the client to evaluate MWFAS, its management and personnel.

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