# CITY OF CRESTVIEW

**OFFICE OF THE CITY CLERK**
P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536
Phone # (850) 682 - 1560 Fax # (850) 682-8077

**June 28, 2021**
**6:00 PM**
**Council Chambers**

**REGULAR COUNCIL 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 3:00 PM the day of the meeting, please) to cityclerk@cityofcrestview.org.**

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
6. **Consent Agenda**
   - 6.1. Department of Corrections Contract
   - 6.2. Professional Engineering and Consulting Services for a Wingard Property Infiltration System
   - 6.3. Emergency procurement request for repairs, FD engine 4
   - 6.4. Approval of the Minutes from the April 12, 2021 Special City Council Meeting and the April 26, 2021 City Council Meeting
7. **Public Hearings / Ordinances on Second Reading**
8. **Ordinances on First Reading**
9. **Resolutions**

**10. Action Items**

10.1. Memorandums of Understanding (MOU) DCF and CPD

10.2. Contract award, Solids Handling Project

10.3. Agreement to Purchase Property

10.4. Approval of ARP Agreement

**11. City Clerk Report**

**12. City Manager Report**

**13. Comments from the Mayor and Council**

**14. Comments from the Audience**

**15. 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 a s 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.

CITY OF CRESTVIEW Item # 6.1.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 2021
TYPE OF AGENDA ITEM: Action Item

| | |
|---|---|
| TO: | Mayor and City Council |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | Wayne Steele, Public Services Director |
| DATE: | 6/24/2021 |
| SUBJECT: | Department of Corrections Contract |

**BACKGROUND:**

The Department of Public Services currently uses two Florida Department of Corrections Inmate Work Squads as part of their work force. These inmate work squads provide necessary services such as the continuous maintenance of stormwater ponds and street right of way maintenance, they provide an exceptional amount of work at a great value to the City. This is a request to renew OCI Contract W1226 one of the existing Florida Department of Correction Inmate Work Squads Contracts.

**DISCUSSION:**

The Work Squad Contract W1226 between the Department of Corrections and the City of Crestview for the use of one (1) Work Squad(s), comprising of one (1) Correctional Officer with up to eight (8) inmates from Okaloosa Correctional Institution will expire on November 10, 2021. Inmate Work Squads provide a tremendous increase to our work force and are used in various capacities. It is the desire of the Department of Public Services to continue this agreement and seeks approval of the contract.

**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**

This contract is in the amount of $57,497.00 per year, the contract term is for three years. This item is included and approved as part of our current 2021 budget cycle.

**RECOMMENDED ACTION**

Staff respectfully requests approval of Florida Department of Corrections Work Squad Contract W1226 in the amount of $57,497.00 per year. Attachments 1. W1226 Executed w Amendment.

**Attachments**

1. SKM_C45821062307320

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
**RON DESANTIS**
Secretary
**MARK S. INCH**

501 South Calhoun Street, Tallahassee, FL 32399-2500
http://www.dc.state.fl.us

May 4, 2021

Wayne Steele, Director
City of Crestview, Public Services
715 Ferdon Boulevard, North
Crestview, Florida 32536
Telephone: (850) 682-6132

RE: Work Squad Contract W1226

Dear Sir or Madam:

Attached for signature is original in PDF format of Work Squad Contract #W1226 between the Florida Department of Corrections and your organization. This Contract will begin on November 11, 2021, or when it is signed by both parties, whichever is latter and will end on November 10, 2024.

To provide a seamless transition in contracting, **please print two (2) copies of the attached** original work squad contract and have **the two (2) originals signed and returned to this office, via Express Mail, as soon as possible.** Once the Work Squad Contract has been executed by the Department, one (1) executed original of the Work Squad Contract will be returned to you by Express Mail.

The address to return the Contract via express mail is:

Florida Department of Corrections
Bureau of Procurement
Attention: Mrs. Cristy Martin
501 South Calhoun Street
Tallahassee, Florida 32399-2500

As a reminder, please be advised:

- to include the Work Squad Contract number (W1226) on all associated invoices and correspondence;
- that changes to the scope of services or changes in pricing cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office;
- that services may not be provided after the expiration date unless the Work Squad Contract has been renewed or extended through a formal renewal/extension, executed by both parties and issued by this office; and
- invoices may be submitted after the expiration date for services properly provided up to and including the expiration date of the Work Squad Contract.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

*Mrs. Cristy Martin*
Mrs. Cristy Martin
Purchasing Analyst
Bureau of Procurement

**CONTRACT BETWEEN**

**THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**CITY OF CRESTVIEW**

This Contract is between the Florida Department of Corrections ("Department") and the City of Crestview ("Agency"), which are the parties hereto.

**WITNESSETH**

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff; and

WHEREAS, the Agency is a qualified and willing participant with the Department to contract for inmate work squad(s).

THEREFORE, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

## I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on November 11, 2021, or the last date of signature by all parties, whichever is later, and shall end on November 10, 2024.

B. Contract Renewal

This Contract may be renewed for up to an additional three (3) year period, in whole or part, after the initial Contract term, and upon the same terms and conditions contained herein. The Contract renewal is at the Agency's discretion with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to this Contract's expiration.

## II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by any inmate(s) performing services under this Contract.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squads. This Contract provides for one (1) work squad of up to eight (8) inmates.

b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices, when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave, when the officer's presence is required at the institution to assist with an emergency situation, when the officer is ill, or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.

c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers, all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.

d. In the event of damage to property as a result of an accident charged to a Department employee, blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.

e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract, such items will be transferred to the Agency.

f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The Department shall provide food and drinks for inmates' lunches.

h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

a. The Agency shall periodically provide the Department's Contract Manager, or designee, with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.

b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.

c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad(s). The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squad(s) and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad(s) maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, or designee, in writing, prior to assignment of the work squad(s). Depending upon the method of communication provided, the Department's Contract Manager, or designee, may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department, at no cost to the Agency, upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager, or designee, will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effectuate the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment, except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand-Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment, except for short durations dictated by the need for maintenance and/or repair. The use of any hand-held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager, or designee. The Department's Contract Manager, or designee, shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager, or designee, shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager, or designee, shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the work squad(s) is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

## III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of this Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.

2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth (1/4) of the total amount, due within two (2) weeks after the effective date of this Contract. The second quarterly payment is due no later than the 20th calendar day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th calendar day of the last month of the preceding Contract quarter.

3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.

4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of this Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Wayne Steele, Director
City of Crestview, Public Services
715 Ferdon Boulevard, North
Crestview, Florida 32536
Telephone: (850) 682-6132
Fax: (850) 682-7359
Email: steele@cityofcrestview.org

## IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Department's Field Office Manager of Okaloosa Correctional Institution is designated as the Department's Contract Manager and is responsible for enforcing performance of this Contract's terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Okaloosa Correctional Institution
3189 Little Silver Road
Crestview, Florida 32539
Telephone: (850) 689-7927
Email: Michael.Klugh@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the Agency's Representative is:

Wayne Steele, Director
City of Crestview, Public Services
715 Ferdon Boulevard, North
Crestview, Florida 32536
Telephone: (850) 682-6132
Fax: (850) 682-7359
Email: steele@cityofcrestview.org

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be provided, in writing, to the other party and a copy of the written notice shall be maintained in the official Contract record.

## V. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to provisions of this Contract shall only be valid when they have been provided, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

## VI. TERMINATION/CANCELLATION

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

## VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager, or designee. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Director of Institutional Operations. The Department's Deputy Director of Institutional Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. No Oral Modifications

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

J. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

K. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

L. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Contracts.

M. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and **Addendum A** contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**AGENCY:**
**CITY OF CRESTVIEW**

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

**FLORIDA DEPARTMENT OF CORRECTIONS**

SIGNED BY: _____

NAME: Trueby K. Bodiford

TITLE: Procurement Director

DATE: _____

**Approved as to form and legality, subject to execution.**

SIGNED BY: _____

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: _____

## Addendum A
## Inmate Work Squad Detail of Costs for City of Crestview
## Interagency Contract Number W1226 effective November 11, 2021

***ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY***

| | | | Per Officer Annual Cost | | Total Annual Cost |
|---|---|---|---|---|---|
| **I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:** | | | | | |
| Officers Salary | # Officers Multiplier | 1 | $ 54,194.00 | ** $ | 54,194.00 |
| Salary Incentive Payment | | | $ 1,128.00 | $ | 1,128.00 |
| Repair and Maintenance | | | $ 121.00 | $ | 121.00 |
| State Personnel Assessment | | | $ 354.00 | $ | 354.00 |
| Training/Criminal Justice Standards | | | $ 200.00 | $ | 200.00 |
| Uniform Purchase | | | $ 400.00 | $ | 400.00 |
| Uniform Maintenance | | | $ 350.00 | $ | 350.00 |
| Training/Criminal Justice Standards * | | | $ 2,225.00 | | |
| **TOTAL - To Be Billed By Contract To Agency** | | | $ 58,972.00 | $ | 56,747.00 |

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

| | Number Squads | Total Annual Cost |
|---|---|---|
| **II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:** | | |
| Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses. | 1 | $ 750.00 |
| **TOTAL - To Be Billed By Contract To Agency** | | $ 750.00 |

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

**CELLULAR PHONE WITH SERVICE REQUIRED:** YES [X] NO [ ]
**ENCLOSED TRAILER REQUIRED:** YES [X] NO [ ]

X

# Addendum A
## Inmate Work Squad Detail of Costs for City of Crestview
## Interagency Contract Number W1226 effective November 11, 2021

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

| | | | Per Unit Cost | Number of Units | Total Cost | Bill To Agency | Provided By Agency | Already Exists |
|---|---|---|---|---|---|---|---|---|
| Hand Held Radio | MACOM | $4969.00 | | 1 | $ - | | | X |
| Vehicle Mounted Radio | MACOM | $5400.00 | | | $ - | | | |
| **TOTAL Operating Capital To Be Advanced By Agency** | | | | | $ - | | | |

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

| | Total Cost |
|---|---|
| 1. Operating Capital - from Section IV. | $0.00 |
| **2. Grand Total - To Be Advanced By Agency At Contract Signing:** | $0.00 |

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

| | Total Cost |
|---|---|
| 1. Correctional Officer Salaries and Position-Related Expenses - from Section I. | $56,747.00 |
| 2. Other Related Expenses and Security Supplies - from Section II. | $750.00 |
| **3. Grand Total - To Be Billed To Agency By Contract:** | $57,497.00 |

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**
**(Total of Sections V. and VI.)**

| | |
|---|---|
| **Year 1** | $57,497.00 |
| **Year 2** | $57,497.00 |
| **Year 3** | $57,497.00 |
| **TOTAL** | $172,491.00 |

**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

## Addendum A - INSTRUCTIONS
## Inmate Work Squad Detail of Costs for City of Crestview
## Interagency Contract Number W1226 effective November 11, 2021

**Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

**Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

**Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

**Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
**NOTE**: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

**Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

**Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

**Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

**Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

CITY OF CRESTVIEW

Item # 6.2.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 2021
TYPE OF AGENDA ITEM: Action Item

| | |
|---|---|
| TO: | Mayor and City Council |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | |
| DATE: | 6/24/2021 |
| SUBJECT: | Professional Engineering and Consulting Services for a Wingard Property Infiltration System |

**BACKGROUND:**

This project is part of the overall sewer plant improvement project. It is located on parcel 19-3N-23-0000-0001-0030. It will increase the disposal capacity of the plant by 1 million gallons per day by constructing a 30 acre wetland injection lagoon or 4 rapid infiltration basins on the upland portion of the 48.65 acre parcel recently purchased from Mr. Wingard. This will help off-set the loss of disposal capacity due to the construction of the new Southwest Bypass and East-West Connector Road.

**DISCUSSION:**

Jacobs performed a preliminary analysis and groundwater modeling of this parcel to determine its potential suitability and effluent disposal capacity prior to its purchase. This 48.65 ac parcel was purchased in order to build a 30 acre Wetland Injection Lagoon or 4 rapid infiltration basins (RIB) on the site, depending on the results of the engineering data received. These RIBs or Wetland Lagoon will serve as a disposal site for treated effluent from the sewer treatment plant.
This Task Order is for Jacobs to perform a detailed assessment of the proposed site with regard to surface drainage, vegetation, hydrogeologic conditions and potential construction limitations.

**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.

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

*Infrastructure*- Satisfy current and future infrastructure needs

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

*Opportunity*- Promote an environment that encourages economic and educational opportunity

**FINANCIAL IMPACT**

This Task Order is for a total of $458,000. Please see attachment for price breakdown of services performed. Included is $112,000 allocated for the field work and $23,700 for the permitting process and $50,000 for sub-contractor work.

The project will initially be funded through reserves/contingencies which will be reimbursed after the State Revolving Loan is secured.

**RECOMMENDED ACTION**

Staff respectfully requests the approval of Task Order #2021-03 in order to expedite the expansion of the sewer treatment plant's effluent disposal.

**Attachments**

1. Task Order 2021-03 WingardRIBPermitting

# TASK ORDER 2021 - 03

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 26, 2018 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for Site-Specific Field Studies and Permitting for a Wingard Property Infiltration System

## Article A. Purpose

The City of Crestview (CLIENT) has seen significant population growth in recent years and that growth has created the need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). In addition, planned expansion of the SR 85 bypass road and future East-West corridor will be constructed on the existing effluent spray field thus reducing overall effluent disposal capacity at the WWTP. As part of the Phase IV WWTP Expansion and RIBs project, CH2M HILL designed the current RIBs site (5 RIBs with 0.63 million gallons per day (mgd) permitted capacity) to be expanded by the construction of RIB No. 6 as required by area growth, influent flows and property acquisition. The existing RIB system was put into service in July 2014. However, the City was not able to acquire the land parcel on which RIB No. 6 was to be constructed. Jacobs will be initiating a field study on the existing RIB site, under a separate task order, to collect additional data to support a substantial modification of the current operating permit to increase the permitted disposal capacity of the RIB system.

The CLIENT has identified a parcel of land located northeast of the WWTP site (Wingard property) as another potential reuse disposal site. The construction of RIBS and/or infiltration wetlands on the Wingard property is required to meet the CLIENT's rapidly growing wastewater disposal requirements. The purpose of Task Order 2021-03 is to authorize and direct CH2M HILL Engineers, Inc., a wholly-owned subsidiary of Jacobs Engineering Group (Jacobs) to proceed with the professional engineering and consulting services for site-specific evaluations and permitting of a new infiltration system on the Wingard property.

## Article B. Scope of Services:

### Project Understanding

A forested, vacant land parcel adjacent to the Crestview WWTP (Wingard property) has been identified as a potential site for an infiltration system. See Figure 1 for the location and boundaries of the parcel to be evaluated. The Wingard parcel is 48.7 acres in size and is similar (topography and soil types) to the City's existing RIB site located south of the Wingard parcel. Jacobs has performed a preliminary desktop analysis and groundwater modeling of this site to determine its potential suitability and effluent disposal capacity prior to recommending its purchase. Based on this preliminary evaluation, the City purchased the property and is requesting Jacobs to provide professional services for permitting an infiltration system on the site.

FIGURE 1

This project will include site-specific field investigations of the parcel, including a survey of land-use, surface waters, near-surface soils, hydrogeologic conditions, and endangered species. A hydraulic loading evaluation and groundwater modeling will also be performed to provide data required to prepare a preliminary engineering report (PER) and submit an application for a Florida Department of Environmental Protection (FDEP) construction permit.

The scope of services provided with this task order is outlined in detail below.

## Task 1 – Effluent Characteristics

Jacobs will prepare a characterization of current and projected reclaimed water flow and quality information for the Crestview WWTP. This information will include a process flow diagram for the WWTP and infiltration system, projected wastewater flows for the design period, peaking factors, and reclaimed water quality.

## Task 2 – Land Use Requirements

Jacobs will evaluate and summarize land use requirements as related to the proposed infiltration system and groundwater recharge site. Jacobs will collect existing data and information required to complete this technical memorandum (TM). The areas to be addressed include the following:

A. General site description, including various property owners and boundaries in the vicinity of the infiltration system.

B. Identification of current and anticipated land uses for the next 10-years within one mile of the site boundaries based upon approved local government comprehensive land use plans

where available. The Florida Land Use Cover and Forms Classification System will be used in designating the character of the surrounding area.

C. Identification of the location and ownership of water supply and monitoring wells within one-half mile radius of the site. This information will be compiled from existing data from the Northwest Florida Water Management District, FDEP, and Okaloosa County records.

D. Surface water classified pursuant to Chapter 62-302 that are located within one mile of the site will be located on a map and described with respect to classification, average elevation, uses, and approximate distance from the site. Jacobs will also use existing map data to identify the extent of wetlands on the site. Jacobs will not conduct a jurisdictional wetland boundary survey for this project phase. Any wetlands identified on either site will be surveyed as part of the design phase of the project.

## Task 3 – Threatened & Endangered Species Habitat Assessment

Field investigations will be conducted to evaluate the habitat potential for threatened and endangered (T&E) species. Specific subtasks performed for this effort include:

- Review existing data from State and Federal agencies regarding T&E species. Specifically, the Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC) and the U.S. Fish and Wildlife Service (USFWS) online database search will be conducted to compile available information on known occurrences and potential habitat for T&E species that may frequent the area.
- Conduct T&E field investigations with one team of two Jacobs biologists for up to two days. The site will be assessed for the presence of T&E species and habitat will be qualitatively assessed.
- Prepare a TM presenting the findings from the agency information and field survey. This memorandum will include a discussion of recommendations for agency coordination, list of permitting requirements, and determination of species-specific surveys that may be required if potentially suitable habitat is identified during the field investigations.

## Task 4 – Site Investigations

Site-specific investigations will be required to obtain the data needed to evaluate site suitability, capacity, design requirements, and potential impacts of an infiltration system. The site-specific investigations, which will be completed as part of this task, include a general assessment of site characteristics, a hydrogeologic investigation, and surface water survey.

### Task 4.1 – Assess Site Characteristics

Jacobs hydrogeologists, engineers, and biologists will perform a detailed assessment of the proposed site with regard to surface drainage, vegetation, and potential construction limitations. Jacobs will also use hand auger borings to develop general comparison of onsite soils to published NRCS soil survey maps. This task includes a preliminary evaluation of the site characteristics for implementation of an infiltration wetland system. The same site selection criteria currently being used for the infiltration wetland site selection project will be used to evaluate the suitability of the Wingard property for infiltration wetlands.

## Task 4.2 – Hydrogeologic Investigation

Jacobs will conduct a hydrogeologic investigation to evaluate the capability of the proposed project site to perform successfully on a long-term basis. The investigation is tailored to assess the suitability of the site for a potential RIB system, an infiltration wetland system, or a hybrid infiltration system. Information from the investigation will also be used to develop a numerical groundwater flow model of the proposed RIB system. Jacobs will coordinate the services of one or more subcontractors to assist in the data collection described in Task 4.2.1 below. Task 4.2 also includes the compilation and evaluation of published data and the site-specific data as described below in Task 4.2.2.

### Task 4.2.1 – Field Investigation

The objective of the field investigation is to assess the general lithology and depths of hydrogeologic layers, install temporary groundwater monitoring wells and piezometers, and perform hydrogeologic testing to quantity groundwater flow parameters. This information will be used to evaluate two effluent management options for the Wingard parcel, either a stand-alone RIB system or a hybrid infiltration wetland/RIB system, as described in Task 5 below. Refer to Figure 2 for the type and proposed locations of borings, monitoring wells, piezometers and hydraulic testing discussed below.

#### 4.2.1.1 Exploratory Borings

Up to 13 exploratory borings will be advanced using sonic drilling techniques. In addition, two, 1-inch WTS shallow stilling wells will be installed by jetting or hand auger methods. One exploratory boring will be advanced to the base of the surficial aquifer (estimated to be at EL 115 or 105 feet deep assuming a ground EL of 220 feet). The maximum depth of the exploratory boring is assumed to be 120 feet. One additional exploratory boring will be advanced through the hydrogeologic layers of interest (up to approximately 100 feet), the remaining exploratory borings will be advanced to depths suitable for groundwater elevation monitoring and slug testing. Continuous lithologic cores will be collected during the sonic drilling to the total depth of the borings. Representative lithologic samples will be sent to a geotechnical laboratory, subcontracted by the driller, to perform grain size analysis and Atterberg limits. A Jacobs geologist will describe the lithologic cores and compile well construction diagrams.

The objectives of the sonic borings will be:

- Identify the elevations at which the uppermost significant restrictive layer (aquitard) occurs.
- Install monitoring wells/piezometers across the water table in order to map its elevation.
- Investigate hydraulic properties and lithology of potentially restrictive layers.
- Install monitoring wells/temporarily piezometers within potentially restrictive layers in order to conduct hydrogeologic testing (i.e., slug tests) and to observe the responses of one, 10-day loading test.

#### 4.2.1.2 Monitoring Well and Piezometer Installation

Once drilling has reached the target depth, 2-inch diameter groundwater monitoring wells will be constructed in the boreholes. At least two of the monitoring wells will be installed as nests with screened intervals set to monitor different hydrogeologic layers. These nested wells will be used to determine aquifer/aquitard properties and to define vertical hydraulic gradients at the site.

Three series of wells will be constructed as follows:

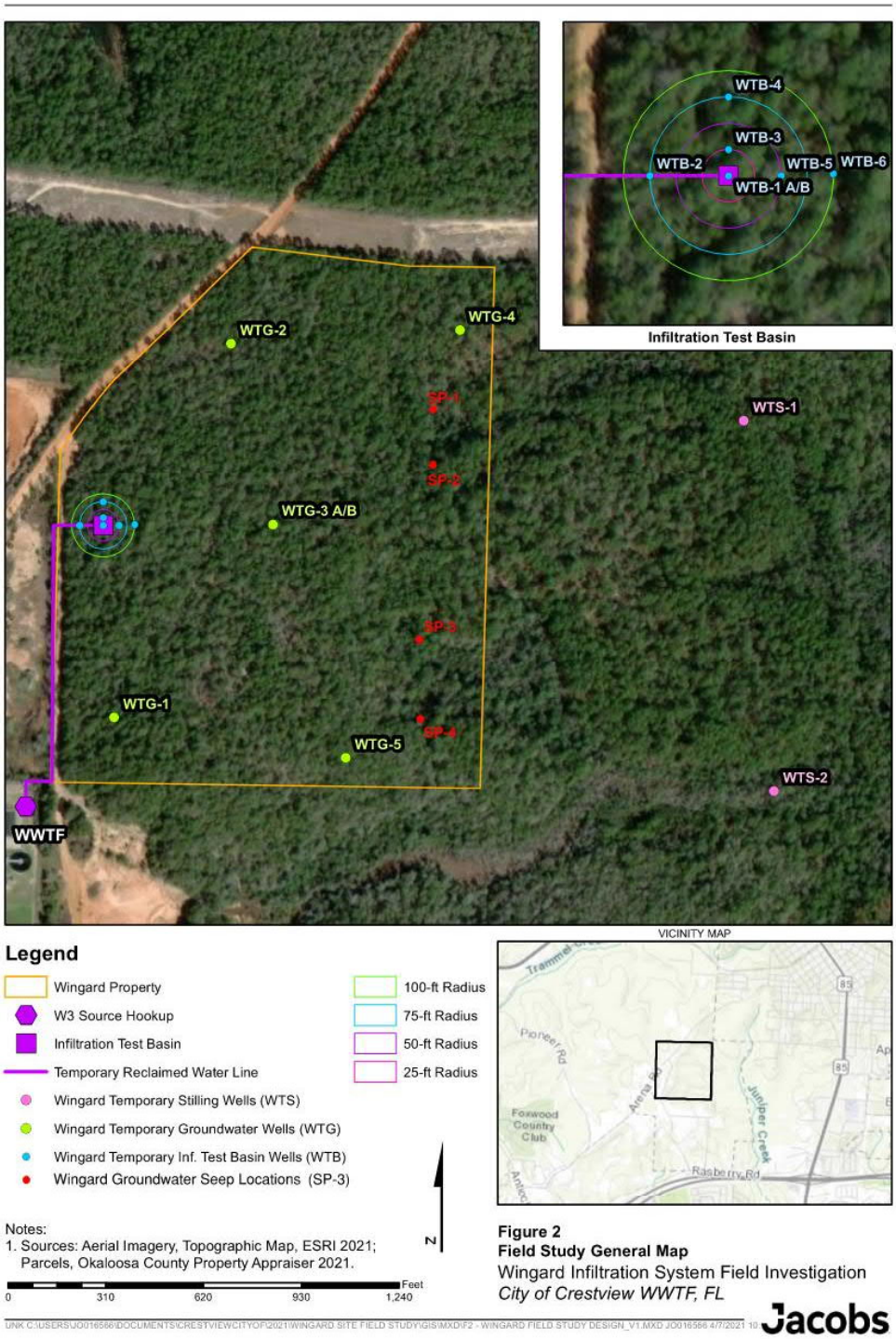
WTB-4
WTB-3
WTB-2
WTB-5
WTB-6
WTB-1 A/B
Infiltration Test Basin
WTG-2
WTG-4
SP-1
WTS-1
SP-2
WTG-3 A/B
SP-3
WTG-1
SP-4
WTG-5
WTS-2
WWTF
Legend
Wingard Property
W3 Source Hookup
Infiltration Test Basin
Temporary Reclaimed Water Line
Wingard Temporary Stilling Wells (WTS)
Wingard Temporary Groundwater Wells (WTG)
Wingard Temporary Inf. Test Basin Wells (WTB)
Wingard Groundwater Seep Locations (SP-3)
100-ft Radius
75-ft Radius
50-ft Radius
25-ft Radius
Notes:
1. Sources: Aerial Imagery, Topographic Map, ESRI 2021;
Parcels, Okaloosa County Property Appraiser 2021.
N
0
310
620
930
1,240
Feet
VICINITY MAP
Pioneer Rd
Foxwood Country Club
Juniper Creek
Rasberry Rd
Figure 2
Field Study General Map
Wingard Infiltration System Field Investigation
City of Crestview WWTF, FL
Jacobs

Figure 2

- Wingard Temporary Basin (WTB): 7, 2-inch diameter WTB Wells (1 nested – center of the temporary loading basin)
    - 7 groundwater monitoring points (estimated depths approximately 50 – 70 feet bls)

- Wingard Temporary Groundwater (WTG): 6, 2-inch diameter WTG Wells (one nested location)
    - 6 groundwater monitoring points (estimated depths approximately 50 – 70 feet bls)
- Wingard Temporary Stilling (WTS): 2, 1-inch diameter WTS Wells
    - 2 Surface water monitoring points, could convert to deeper groundwater monitoring points if inundated land surface does not exist at location (estimated depths approximately 5 – 20 feet bls), due to equipment access issues, the WTS wells will be installed using jetting or other hand installation methods.

In addition to the wells and stilling basins,

A site survey will be conducted to determine the horizontal coordinates and measuring point elevations (top of casing) at each installed piezometer and observation well. Additionally, surveying will record the land surface elevation at each measuring point. Surveying will be conducted by a Florida-licensed surveyor. Based on the unknown condition of the prospective investigation site, access and condition of the site could potentially have a cost impact on the time needed to complete survey activities.

4.2.1.3 Hydraulic Testing

One, 10-day hydraulic loading test will be conducted to estimate the surface and near-surface infiltration capacity of the soils. A shallow basin approximately 3 feet deep with a bottom area of approximately 100 square feet and impermeable side walls will be excavated with a backhoe by a subcontractor. The constant head-type loading tests will be conducted by recording the flow rate and volume of water required to maintain a constant water level over the 10-day test period. The loading test period may be shortened if a steady-state groundwater elevations beneath the basin are achieved prior to the end of the 10-day loading period. The initial flow rate into the test basin is expected to be approximately 40 gpm with a steady-state rate of 9 to 10 gpm.

The basin will be constructed in the immediate vicinity of certain 2-inch diameter groundwater wells (WTB series) described in Section 4.2.1.2. Water levels will be continuously monitored in up to 15 strategically-placed monitoring points 10 days prior to the infiltration test, during the test, and for an additional 10 days after the loading test has ceased, for continuous monitoring of approximately one month. Following the post-loading background monitoring period, the submersible loggers used in the WTB series wells. Source water for the basin test will be obtained from the Crestview WWTP in the vicinity of the sludge drying beds via a temporary, 1-1/2-inch Schedule 40 PVC, above-ground pipeline. The estimated maximum length of the temporary pipeline is 1,200 feet.

Slug testing will be conducted using selected 2-inch diameter groundwater wells discussed on Section 4.2.1.2. A minimum of seven slug tests will be performed, five within the WTG series wells and at least two within selected WTB series wells.

### Task 4.2.2 – Data Reduction

The following information will be developed from the available published and site-specific data and will be included in the engineering report:

- Geologic information from available literature including information concerning sinkhole features within one mile of the site
- Identification, extent, and characterization of shallow aquifer horizons and potential aquitard (low-permeability) horizons underlying the site
- Water table elevations at the time of the hydrogeologic investigation
- Direction and rate of existing groundwater flow
- Information on existing water supply wells (and monitoring wells, as appropriate) within one mile of the site

### Task 4.3 – Surface Water Background Sampling

Based on Jacobs's recent experience permitting infiltration system projects in Northwest Florida, it is expected that the FDEP will be concerned about potential impacts to adjacent streams and wetlands from the loading of reclaimed water to the infiltration system. Therefore, Jacobs will collect one grab sample from each surface water body located on the site and within one-quarter mile of the site to provide initial background data on the water quality of these streams. Single grab samples will be collected at WTS-1 and WTS-2 as shown on Figure 2. Another grab sample will be collected at the current RIB permit background sampling point SW-7 located at intersection of Juniper Creek and powerline right-of-way northeast of the proposed infiltration system site.

## Task 5 – Hydraulic Loading and Groundwater Mounding Analysis

Jacobs will perform a groundwater mounding analysis of the infiltration system alternative (RIBs only, infiltration wetlands, or RIBs/infiltration wetlands hybrid) selected for implementation after completion of Task 4. The purpose of this analysis is 1) to optimize the infiltration system design and layout, estimate average annual recharge to groundwater and 2) evaluate the long-term effects of loading on the surficial aquifer in the vicinity of the site. The mounding analysis will be performed using the hydrogeological and geotechnical field data and other relevant data collected in Task 4. These data will be used to construct and calibrate a numerical model of the groundwater system.

The numerical model will be developed based on the existing steady state groundwater flow model for the Crestview RIBs site. The domain of the model will be expanded, and the model will be calibrated to the groundwater elevations generated from the groundwater level measurements collected in Task 4. The model will be calibrated to both steady state and transient conditions using site-wide groundwater elevation measurements and groundwater elevation measurements collected during load testing.

The calibrated groundwater model will then be used to conduct simulations of various infiltration system layout and loading scenarios to optimize basin number, location, size, shape, bottom area, distribution, and function (rapid infiltration or low rate infiltration) of infiltration basins to optimize steady-state disposal capacity. The effect of transient (seasonal) loading rates will then be evaluated. This will be an iterative process and will include refinement of the layout. Jacobs will prepare a technical memorandum presenting the results of the groundwater mounding analysis and

selected infiltration system (RIBS only, infiltration wetlands only, or hybrid system). This information will be incorporated into the PER.

## Task 6 – Evaluation of Long-Term Environmental Impacts

Information developed in the previous TMs will be used to evaluate the long-term impact of the proposed project on the environmental resources of the area including:

- Changes in the water table elevations due to natural fluctuations and the proposed hydraulic loading rates at each site
- Prediction of the rate and direction of movement of the applied water
- Justification and documentation of using buffer zone minimum distance criteria, selection of hydraulic loading rates, loading and resting cycles
- Emergency overflow protection and operation during extreme wet weather events
- Design contingencies
- Impact on public health, safety and welfare.

## Task 7 – Facilities Plan

A conceptual site plan showing transmission piping and infiltration system facilities such as basins, roads, distribution piping, buffer zones, and other miscellaneous facilities such as communications and controls will be developed.

An operations and maintenance (O&M) plan for the proposed facilities will also be developed. This will include a schedule for basin loading based on the overall loading rate determined for the site, wet/dry cycles, and maintenance activities.

## Task 8 – Preliminary Engineering Report

Jacobs will prepare a preliminary engineering report (PER) for the selected infiltration system based on results of field investigations and groundwater mounding analysis. The PER will be prepared using data, end-products, and conclusions from all previous Tasks and TMs prepared for this project and will include an executive summary.

## Task 9 – Wastewater Permit Application

Jacobs will prepare the application for a wastewater permit to authorize the construction and operation of the Wingard Property Reclaimed Water Infiltration System for the Crestview WWTP. A pre-application meeting will be held with FDEP to ensure cohesion and to allow FDEP to provide guidance upfront. Jacobs will fill out and complete FDEP Forms 62-620.910(1) and 62-620.910(2) and compile the preliminary engineering report for the rapid-rate infiltration system. The TMs prepared for the previous tasks will be compiled into a PER. An executive summary will also be prepared and included in the PER.

The PER will summarize the field data, present the groundwater mounding analysis, provide a conceptual site plan for proposed onsite facilities, present a proposed groundwater monitoring plan, and evaluate the long-term impact of the proposed project on environmental resources of the area. The permit application and associated support documents will only be prepared for the on-site

infiltration system facilities. Additional permit applications will be prepared and submitted to DEP for any required WWTP improvements and conveyance facilities (pump stations and pipelines) to transfer the reclaimed water to the new infiltration system site. Jacobs will provide the CLIENT with two (2) hard copies and (8) external thumb drives containing PDF copies of all submitted information. Jacobs will provide the FDEP with four (4) hard copies of the wastewater permit application package.

This task assumes that the CLIENT will submit the permit application fee to FDEP.

Jacobs will provide written responses for up to two requests for additional information submitted by the FDEP to the CLIENT. The requests for additional information from the FDEP agencies are sometimes difficult to anticipate, and the process is open to review by several outside agencies, which can raise questions about new issues. Consequently, additional services may be required after initial reviews of submittals are made. Additional tasks may also be added to the scope of work, as they are required during the permitting process, as requested by the CLIENT.

## Deliverables

Jacobs will provide two deliverables as a result of this Task Order, including:

1. One deliverable of the PER (six hard-copies and three external thumb drives) that is a compilation of all technical memorandums prepared for Tasks 1 – 7:
   - Effluent Characteristics Technical Memorandum (TM-1)
   - Land-Use Requirements Technical Memorandum (TM-2)
   - Threatened & Endangered Species Survey Technical Memorandum (TM-3)
   - Site Investigation Technical Memorandum (TM-4), which will include results and analyses of Near-Surface Soils Investigation, Hydrogeologic Investigation, and Surface Water Background Sampling
   - Hydraulic Loading and Groundwater Mounding Analysis Technical Memorandum (TM-5)
   - Long-Term Environmental Impacts Evaluation Technical Memorandum (TM-6)
   - Facilities Plan Technical Memorandum (TM-7), which will include an O&M Plan for the infiltration system facilities. TM-7 will also include a proposed groundwater monitoring plan for the infiltration system site.
2. Jacobs will provide the CLIENT with three hard-copies and three external thumb drives and the FDEP with four complete hard-copies of the wastewater permit application package.

## Assumptions and Specific Conditions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver to the CLIENT of each of the following: Six (6) hard copies and three external thumb drives containing the PER, which will include all technical memorandums; and three (3) hard copies and three (3) external thumb drives containing the complete wastewater permit application materials for the infiltration system site.

Should deviations from these assumptions be required to deliver the services described in this scope of services, the scope of work and compensation shall be modified accordingly and approved by the CLIENT in writing before any changes to this scope of services can be implemented or delivery of the original scope of services completed.

- Field analyses and evaluations will be performed on the Wingard parcel with an area of 48.7 acres.
- A preliminary evaluation of the site characteristics for implementation of an infiltration wetland system will be conducted in Task 4 and a selection of the most appropriate infiltration system to implement on the Wingard property will be made prior to conducting groundwater modeling (Task 5) and conceptual engineering activities (Task 6). The level of effort for these Tasks are based on modeling and conceptual engineering of one infiltration system method.
- Jacobs will use existing parcel boundary lines and topographic data available from the Okaloosa County GIS and other sources to prepare the PER and permit application.
- WTS Wells 1 and 2 will be removed after the completion of the Task 4 field study activities. All other WTG and WTB wells will be abandoned during construction of the infiltration system and the abandonment cost is not included in this task order.
- The CLIENT will submit the permit application fee to FDEP.
- Surface water sampling activities will be conducted by the same vendor (The Water Spigot) that currently conducts quarterly permit compliance groundwater and surface water sampling for the Crestview WWTP.

# Article C. Project Schedule

Work will begin upon execution of this task order. A preliminary milestone schedule is shown below. The total estimated timeframe to deliver the final PER and final permit application for submittal to FDEP is 30 weeks from task order execution.

TABLE 1 – PRELIMINARY SCHEDULE
Site-Specific Field Studies and Permitting Services for Wingard Property Infiltration System

| **Task** | **Projected Completion Date** |
|---|---|
| Task 1 – Effluent Characteristics | Within 4 weeks of NTP |
| Task 2 – Land Use Requirements | Within 11 weeks of NTP |
| Task 3 – Endangered and Threatened Species Assessment | Within 11 weeks of NTP |
| Task 4 – Site Investigations | Within 16 weeks of NTP |
| Task 5 – Hydraulic Loading and Groundwater Mounding Analysis | Within 8 weeks of completion of Task 4 Site Investigations |
| Task 6 – Facilities Plan | Within 4 weeks of completion of Task 4 RIB Optimization & Sizing Activity |
| Task 7 – Evaluation of Long-Term Environmental Impacts | Within 25 weeks of NTP |
| Task 8 – Preliminary Engineering Report | Within 30 weeks of NTP |
| Task 9 – Wastewater Permit Application | |
| - Submit draft permit application & PER for City Review | Within 3 weeks of completion of Task 7, approximately 27 weeks from NTP |
| - Submit final permit application & PER to FDEP | Within 2 weeks of receiving all review comments from the City; approximately 30 weeks from NTP |

# Article D. Compensation

As compensation for providing the services described in Article B. Scope of Services of this task order, the CLIENT shall pay Jacobs in accordance with Section 5 of the Agreement, on a time and material basis with a not-to-exceed amount of $458,000 . This amount includes work performed by drilling and surveying subcontractors. The estimated breakdown of fees is shown in Table 2 below.

TABLE 2 – ESTIMATED FEE SUMMARY
Site-Specific Field Studies and Permitting Services for Wingard Property Infiltration System

| **Task** | **Estimated Fee Amount** |
|---|---|
| Task 1 – Effluent Characteristics | $13,200 |
| Task 2 – Land Use Requirements | $17,700 |
| Task 3 – Endangered and Threatened Species Assessment | $32,400 |
| Task 4 – Site Investigations | $112,800 |
| Task 5 – Hydraulic Loading and Groundwater Mounding Analysis | $79,600 |
| Task 6 – Facilities Plan | $44,600 |
| Task 7 – Evaluation of Long-Term Environmental Impacts | $16,400 |
| Task 8 – Preliminary Engineering Report | $21,600 |
| Task 9 – Wastewater Permit Application | $23,700 |
| Field Work Travel Expenses | $7,000 |
| Field Work General Expenses | $3,000 |
| Data Collection Equipment Rental Allowance | $24,000 |
| Geotechnical Driller Allowance | $50,000 |
| Land Surveyor Allowance | $10,000 |
| Surface Water and Groundwater Sample Laboratory Analysis Allowance | $2,000 |
| Total | $458,000 |

# Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2021-03. Communications between the parties and between Jacobs's subcontractors shall be through the Authorized Representatives:

| For the City of Crestview, Florida | For CH2M HILL Engineers, Inc. |
|---|---|
| Name: Wayne Steele | Name Scott Jernigan |
| Address: P.O. Drawer 1209<br>Crestview, Florida 32536 | Address: 25 W. Cedar Street, Suite 350<br>Pensacola, Florida 32502 |
| Telephone: (850) 682-6134 | Telephone: (850) 941-7282 |

# Article F. Authorization:

| Task Order 2021-03 is effective as of _____, 2021 | |
|---|---|
| Accepted for CLIENT by: | Accepted for CH2M HILL Engineers, Inc. by: |
| | |
| Name: J.B. Whitten | Name: David Stejskal, P.E. |
| Title: Mayor | Title: Vice President |

CITY OF CRESTVIEW

Item # 6.3.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 2021
TYPE OF AGENDA ITEM: Action Item

| | |
|---|---|
| TO: | Mayor and City Council |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | |
| DATE: | 6/24/2021 |
| SUBJECT: | Emergency procurement request for repairs, FD engine 4 |

**BACKGROUND:**

Engine-4 recently experienced an engine warning light that required an evaluation. The engine was examined by Ten 8 Fire & Safety, LLC, the City's current contracted vendor for all fire engine maintenance and repairs. This assessment showed high crankcase pressure due to excessive cylinder wear requiring an engine rebuild to stay in service.

**DISCUSSION:**

Engine-4 is a reserve engine that is used when any of our front line apparatus (fire engines) require maintenance or an additional engine is staffed in the face of a natural disaster, such as a hurricane.

To maintain firefighting capabilities, it was imperative that this repair be expedited. Approval was obtained from the City Manager to proceed with this emergency repair.

In conjunction with the City's purchasing policy, such expenditures above $25,000 may be approved by the City Manager then reported to City Council as soon as practical.

**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 estimated repair cost for the engine is $27,000.17. The funding is available from a surplus in contractual services due to a contract renegotiation for communication devices.

**RECOMMENDED ACTION**

Staff respectfully requests that the City Council support and approve the emergency repair of Engine-4.

**Attachments**

1. E4 _repair_quote

IN SERVICE TO SERVE YOU

**TEN-8 FIRE & SAFETY, LLC**
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone No. 800-228-8368
Fax No. 941-756-2598

## Service Quote

Page 1

**Quote No. :** SVQ21534
**Status :** Pending
**Quote Date :** 05/25/21
**Quote Time :** 3:34:56 PM
**Contract No. :**

Invoice To :
CRESTVIEW FIRE DEPT.
P O BOX 1209
CRESTVIEW, FL 32536
Phone No. :
Email :

Customer Id CRESTVIEW
PO No. :
Equip. Id. : 07058-001
"VIN # :" 457HTZB908C062623
Description : Engine 4
Veh. Miles : 0
Veh. Hours : 0
Approved :

Complaint 1 : Courtesy Inspection

Complaint 2 : CHECK ENGINE LIGHT ON

Truck was sent to Cummins of Mobile for an in depth evaluation. Engine showed high crankcase pressure due to excessive cylinder wear. Engine will require a rebuild which will include replacing the cylinder liners, pistons, connecting rod bearings, and all gaskets and seals. Due to the high hours they will also be replacing the cylinder head and fuel injectors.

**Service Lines**

| Type | No. | Description | Qty | Unit Price Excl. Tax | Amount | Disc % | Disc. Amt. | Net Amount |
|---|---|---|---|---|---|---|---|---|
| Resource | TECH3 | CHECK ENGINE LIGHT ON | 1.00 | 92.50 | 92.50 | 0.00 | 0.00 | 92.50 |
| G/L | 30250 | Cummins Engine Overhaul | 1.00 | 26,907.67 | 26907.67 | 0.00 | 0.00 | 26907.67 |
| | | | | Total | 27000.17 | | 0.00 | 27,000.17 |

| | | |
|---|---|---|
| **Total Amount** | **$** | **27000.17** |
| **Discount** | **$** | **0.00** |
| **Taxes** | **$** | **0.00** |
| **Balance Due** | **$** | **27,000.17** |

PROCEED AS EMERGENCY REPAIR

6/14/21

SET FOR
6/28/21
AGENDA

CITY OF CRESTVIEW Item # 6.4.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 2021
TYPE OF AGENDA ITEM: Action Item

| | |
|---|---|
| TO: | Mayor and City Council |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | Elizabeth Roy, City Clerk |
| DATE: | 6/22/2021 |
| SUBJECT: | Approval of the Minutes from the April 12, 2021 Special City Council Meeting and the April 26, 2021 City Council Meeting |

**BACKGROUND:**

Minutes are presented for approval in regular or special City Council or CRA meetings.

**DISCUSSION:**

Minutes are accomplished as soon as possible after any meeting of the City Council or CRA Board

Council and CRA members are requested to send any corrections to theCity Clerk prior to the meeting so any corrections can be made.

Any amended minutes will be presented in the meeting for approval.

**GOALS & OBJECTIVES**

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
**Foundational**- these are the four areas of focus that make up the necessary foundation of a successful local government.

*Communication*- To engage, inform and educate public and staff

**FINANCIAL IMPACT**

There is no financial impact to the City.

**RECOMMENDED ACTION**

Staff respectively requests that the Council approve the minutes from the April 12, 2021 Special City Council Meeting and the April 26, 2021 City Council Meeting.

**Attachments**

1. 2021.04.21 CCM SM Minutes
2. 2021.04.26 CCM

**City Council Meeting**
**April 12, 2021**
**4:45 PM**
**Council Chambers**

The Regular Meeting of the Crestview City Council was called to order at 6:00 P.M. Members present were Shannon Hayes, Joe Blocker, Andrew Rencich, Cynthia Brown and Doug Capps. Also present were the honorable Mayor JB Whitten, City Clerk Elizabeth Roy, City Manager Tim Bolduc, City Attorney Mr. Holloway, department heads and members of the press.

## SPECIAL MEETING AGENDA

1. **Called to Order**

This meeting was called to order by the Honorable Mayor Whitten at 4:45 p.m.

2. **Pledge of Allegiance**

The pledge led by Mr. Capps.

3. **Presentations and Reports**

**3.1 Swearing in of New Council Member- Douglas Capps**

Ms. Roy, City Clerk conducted the Oath of Office for the new Councilmember Mr. Capps.

4. **Comments from the Mayor and Council**

The Elected Officials, City Manager, Department Heads and the City Attorney gave remarks welcoming Mr. Capps to his seat on the City Council.

5. **Comments from the Audience**

Mr. Capps spoke briefly and thanked everyone for welcoming him.

6. **Adjournment**

This meeting was adjourned by Mayor Whitten at 5:53 p.m.

| | |
|---|---|
| **Elizabeth M. Roy** | **J B Whitten** |
| **City Clerk** | **Mayor** |

**Minutes approve this_____ day of _____, 20__.**

**City Council Meeting**
**April 26, 2021**
**6:00 PM**
**Council Chambers**

The Regular Meeting of the Crestview City Council was called to order at 6:00 P.M. Members present were Joe Blocker, Andrew Rencich, Cynthia Brown and Doug Capps. Also, present were the honorable Mayor JB Whitten, City Clerk Elizabeth Roy, City Manager Tim Bolduc, City Attorney Mr. Holloway, department heads and members of the press. Mr. Hayes was not in attendance for this meeting.

## REGULAR AGENDA

1. **Call to Order**

This meeting was called to order by the Honorable Mayor Whitten at 6:00 p.m.

2. **Invocation and Pledge of Allegiance**

The invocation and pledge were led by Pastor Edward Parker of First Church of God In Christ.

3. **Open Policy making and legislative session**

4. **Approval of Agenda**

Mayor Whitten stated that Mayor Pro Tem Hayes is not in attendance for this meeting and asked to amend the agenda with an additional proclamation.

A motion was made by Mr. Blocker to approve the agenda with the requested change. Seconded by Ms. Brown with 4 yeas from Mr. Blocker, Ms. Brown, Mr. Capps, Mr. Rencich with 0 nays, motion carried.

## 5. Presentations and Reports

### 5.1 Proclamation- Law Enforcement Memorial Month

Mayor Whitten presented and read Police Chief McCosker with a proclamation in observance of Police Week and Police Officers Memorial Day.

### 5.2 Proclamation- City Clerk

Mayor Whitten presented and read the City Clerk a proclamation in observance of Municipal Clerks Week.

## 6. Consent Agenda

### 6.1 General Retirement Board Appointment

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to approve the Consent Agenda. Seconded by Mr. Blocker with 4 yeas from Mr. Rencich, Mr. Blocker, Mr. Capps, Ms. Brown with 0 nays, motion carried.

## 7. Public Hearings- Ordinances on Second Reading

### 7.1 Ordinance 1813 Chapter 38 Health and Sanitation

Mr. Bolduc, City Manager stated that this ordinance is repealing and re-adopting an updated Chapter 38. He then asked the City Clerk to read Ordinance 1813 by title.

Ms. Roy, City Clerk stated, "Ordinance 1813 reads by title,

**ORDINANCE: 1813**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, REPEALING AND REPLACING THE CURRENT CHAPTER 38 PROPERTY MAINTENANCE AND HOUSING STANDARD OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; PROVIDING INTENT; PROVIDING FOR APPLICABILITY; PROVIDING DEFINITIONS; PROVIDING FOR AUTHORITY; HEREWITH; PROVIDING FOR COMPLIANCE WITH FLORIDA STATE STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVINERS ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

This is the Second Reading of Ordinance 1813."

Mr. Bolduc, City Manager informed Council that Chapter 38, Property Maintenance and Housing Standards was revised and adopted in late 2020. After using the revised ordinance for the last 6 months, several obstacles have been identified. To protect the health, safety, and welfare of the community, and to provide staff with an ordinance that will support enforcement activities, it is imperative to revise the ordinance. Adopting a new Property Maintenance and Housing Standards ordinance will assist staff with achieving a more favorable outcome where violations of the ordinance exist. The proposed amendment will eliminate enforcement obstacles, in the current ordinance.

A brief discussion ensued.

Mayor Whitten asked for action by Council.

A motion made by Mr. Blocker to adopt Ordinance 1813 on Second Reading and move to signatures. Seconded by Ms. Brown with 4 yeas from Mr. Blocker, Ms. Brown, Mr. Rencich, Mr. Capps with 0 nays, motion carried.

**7.2 Ordinance 1814 Redstone Avenue Annexation**

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1814 by title.

Ms. Roy, City Clerk stated, "Ordinance 1814 reads by title,

**ORDINANCE: 1814**

**AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 6.86 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

This is the Second Reading of Ordinance 1814."

Mr. Duley, Planning Administrator stated that there were no comments from the Public for or against.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to adopt Ordinance 1814 on Second Reading and move to signatures. Seconded by Mr. Blocker with 4 yeas from Mr. Rencich, Mr. Blocker, Ms. Brown, Mr. Capps with 0 nays, motion carried.

**7.3 Ordinance 1815 Redstone Avenue Comprehensive Plan Amendment**

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1815 by title.

Ms. Roy, City Clerk stated, "Ordinance 1815 reads by title,

**ORDINANCE: 1815**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING**

**FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY LOW-DENSITY RESIDENTIAL TO COMMERCIAL (C) ON APPROXIMATELY 6.86 ACRES, MORE OR LESS, IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**
This is the Second Reading of Ordinance 1815."

Mr. Duley, Planning Administrator stated that the subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low-Density Residential and Residential-1, respectively. The application requests the Commercial (C) future land use designation for the property.

Mayor Whitten asked for action by Council.

A motion made by Mr. Capps to adopt Ordinance 1815 on Second Reading and send for signatures. Seconded by Mr. Blocker with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

**7.4 Ordinance 1816 Redstone Avenue Rezoning**

Mr. Holloway, City Attorney conducted a swearing in for Ordinance 1816.

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1816 by title.

Ms. Roy, City Clerk stated, "Ordinance 1816 reads by title,

**ORDINANCE: 1816**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 6.86 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY RESIDENTIAL-1 ZONING DISTRICT TO THE COMMERCIAL (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**
This is the Second Reading of Ordinance 1816."

Mr. Duley, Planning Administrator stated that there were no inputs or comments from the Public for or against the application for this property.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to adopt Ordinance 1816 on Second Reading and send for signatures. Seconded by Ms. Brown with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

**7.5 Ordinance 1817 Antioch Road Annexation**

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1817 by title.

Ms. Roy, City Clerk stated, "Ordinance 1817 reads by title,

**ORDINANCE: 1817**

**AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.00 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 32 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

This is the Second Reading of Ordinance 1817."

Mr. Duley, Planning Administrator stated on February 19, 2021, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 4390 Antioch Road. The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Agriculture. The Planning and Development Board recommended approval of the request on April 5, 2021, and the first reading was on April 12, 2021.

Mayor Whitten asked for action by Council.

A motion made by Ms. Brown to adopt Ordinance 1817 on Second Reading and send for signatures. Seconded by Mr. Rencich with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

**7.6 Ordinance 1818 Antioch Road Comprehensive Plan Amendment**

Mr. Duley, Planning Administrator, asked the City Clerk to read Ordinance 1818 by title.

Ms. Roy, City Clerk stated, "Ordinance 1818 reads by title.

**ORDINANCE: 1818**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING**

**FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY AGRICULTURE TO RESIDENTIAL (R) ON APPROXIMATELY 2.00 ACRES, MORE OR LESS, IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**
This is the Second Reading of Ordinance 1818."

Mr. Duley, Planning Administrator stated the subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Agriculture. The application requests the Residential (R) future land use designation for the property.

Mayor Whitten asked for action by Council.

A motion made by Mr. Capps to adopt Ordinance 1818 on Second Reading and send for signatures. Seconded by Mr. Blocker with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

**7.7 Ordinance 1819 Antioch Road Rezoning**

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1819 by title.

Ms. Roy, City Clerk stated, "Ordinance 1819 reads by title,

**ORDINANCE: 1819**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.00 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY AGRICULTURE ZONING DISTRICT TO THE SINGLE-FAMILY MEDIUM-DENSITY (R-2) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**
This is the Second Reading of Ordinance 1819."

Mr. Duley, Planning Administrator stated the subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Agriculture. The application requests the Single-Family Medium Density (R-2) zoning designation for the property. The Planning and Development Board recommended approval of the request on April 5, 2021, and the first reading was on April 12, 2021.

Mayor Whitten asked for action by Council.

A motion made by Mr. Blocker to adopt Ordinance 1819 on Second Reading and send for signatures. Seconded by Mr. Rencich with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

**7.8 Ordinance 1820 PJ Adams Annexation**

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1820 by title.

Ms. Roy, City Clerk stated "Ordinance 1820 reads by title,

**ORDINANCE: 1820**

**AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.93 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

This is the Second Reading of Ordinance 1820."

Mr. Duley, Planning Administrator stated on February 18, 2021, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on PJ Adams Parkway. The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use. The Planning and Development Board recommended approval of the request on April 5, 2021, and the first reading was on April 12, 2021.

Mayor Whitten asked for action by Council.

A brief discussion ensued.

A motion made by Ms. Brown to adopt Ordinance 1820 on Second Reading and send for signatures. Seconded by Mr. Blocker with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

### 7.9 Ordinance 1821 PJ Adams Comprehensive Plan Amendment

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1821 by title.

Ms. Roy, City Clerk stated, "Ordinance 1821 reads by title,

**ORDINANCE: 1821**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED-USE TO COMMERCIAL (C) ON APPROXIMATELY 2.93 ACRES, MORE OR LESS, IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

This is the Second Reading of Ordinance 1821."

Mr. Duley, Planning Administrator stated that the subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use. The application requests the Commercial (C) future land use designation for the property.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to adopt Ordinance 1821 on Second Reading and send for signatures. Seconded by Ms. Brown with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

### 7.10 Ordinance 1822 PJ Adams Rezoning

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1822 by title.

Ms. Roy, City Clerk stated, "Ordinance 1822 reads by title,

**ORDINANCE: 1822**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.93 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED-USE ZONING DISTRICT TO THE COMMERCIAL (C-2) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

This is the Second Reading of Ordinance 1822."

Mr. Duley, Planning Administrator stated on February 18, 2021, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on PJ Adams Parkway. The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use. The application requests the Commercial (C-2) zoning designation for the property. The Planning and Development Board recommended approval of the request on April 5, 2021, and the first reading was on April 12, 2021.

Mayor Whitten asked for action by Council.

A motion made by Mr. Capps to adopt Ordinance 1822 on Second Reading and send for signatures. Seconded by Mr. Blocker with 4 yeas from Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

## 8. Ordinances on First Reading

### 8.1 Ordinance 1823 Joey's Law

Mr. Bolduc, City Manager informed Council that during the last year city staff has been working to update city ordinances to remove blight and unsafe structures. After completing several ordinances related to this effort it was discovered an item of concern missing in chapter 54 offenses and miscellaneous provisions. This ordinance has been created to provide for regulations and enforcement for publicly urinating and defecating. He then asked the City Clerk to read by title.

Ms. Roy, City Clerk stated, "Ordinance 1823 reads by title,

**ORDINANCE: 1823**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR COMPLIANCE WITH STATE OF FLORIDA STATUTE; PROVIDING FOR THE AMENDMENT OF CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS FOR THE ENACTMENT OF JOEY'S LAW; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.**

This is the First Reading of Ordinance 1823."

Mayor Whitten asked for action by Council.

A brief discussion ensued.

A motion made by Mr. Rencich to adopt Ordinance 1823 on First Reading and send to Second Reading. Seconded by Ms. Brown with 4 yeas from Mr. Rencich, Ms. Brown, Mr. Blocker, Mr. Capps with 0 nays, motion carried.

## 9. Resolutions

### 9.1 Resolution 2021-10 In support of Double Pole Legislation

Mr. Bolduc, City Manager asked the City Clerk to read Resolution 2021-10 by title.

Ms. Roy, City Clerk stated, "Resolution 2021-10 reads by title,

**RESOLUTION: 2021-10**

**A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, SUPPORTING FLORIDA SENATE BILL 1944 AND FLORIDA HOUSE BILL 1567, AND PROVIDING FOR AN EFFECTIVE DATE.**

This is Resolution 2021-10."

Mr. Bolduc, City Manager stated utility poles are owned and maintained by a variety of companies, including FPL and AT&T. While the use of poles is shared by many companies, only one company owns and maintains each utility pole in Florida. Electric utilities like FPL are mandated by the Florida Public Service Commission (FPSC) under state law to ensure the strength and resiliency of the poles it owns and maintains; however, telephone providers like AT&T are not subject to FPSC oversight. While FPL continues to make the energy grid stronger, customers may see old poles next to the new ones because many of the poles hold wires and other equipment for other utilities, including telephone, telecommunications and cable TV services. Before FPL can remove the old poles, they must wait for the other utilities to transfer their equipment to the new pole. This causes double Page 133 of 155 pole situations, which, while unsightly, often do not affect the reliable service provided to FPL customers. There is currently legislation in the Florida House and Senate to provide legislation to eliminate this double pole situation.

This is a resolution of support.

A brief discussion ensued.

Mayor Whitten asked for action by Council.

A motion made by Mr. Blocker to adopt Resolution 2021-10. Seconded by Mr. Capps with 4 yeas from Mr. Blocker, Mr. Capps, Mr. Rencich, Ms. Brown with 0 nays, motion carried.

## 10. Action Items

### 10.1 Ridgeway Landing Phase 1

Mr. Duley, Planning Administrator informed Council that on February 5, 2019, staff received the application for the Ridgeway Landing subdivision. Construction plans and preliminary plat were previously reviewed and approved by the City Council on January 13, 2020, pursuant to staff approval as well as LPA approval and recommendation. Final Plat for this review is regarding Phase 1 of the subdivision, encompassing 17.60 acres shown on the original preliminary plat, and containing 70 lots.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to approve the final plat. Seconded by Mr. Blocker with 4 yeas from Mr. Rencich, Mr. Blocker, Ms. Brown, Mr. Capps, with 0 nays, motion carried.

**10.2 Selection of Engineering Consultants**

Mr. Bolduc, City Manager stated that the City published an advertisement for Continuing Contract Professional Engineering Services on February 22, 2021. The information was in the Northwest Florida Daily News, Vendor Registry, and on the city's website. The Bids were opened on March 25, 2021, at approximately 2:00 PM. There were 17 firms that submitted bids. The committee met and discussed the qualifications of the bidders. The RFP intended to pick up to five (5) firms with local preference placed on a small local firm. After receiving the proposals, it was decided to select up to five (5) engineering firms and not less than (1) one Architect. After reviewing the scoring and the recommendation of the committee, staff is recommending that the selection of the following firms:

Engineering Firms:
Panhandle Engineering (PECS)
SEAS
Jacobs Engineering
Matrix Design Group
Ardurra Group

Architectural Firms:
DAG Architects
Sam Marshall Architects

Discussion ensued relative to the information presented.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to approve the recommendation from the RFP Committee. Seconded by Ms. Brown with 4 yeas from Mr. Rencich, Ms. Brown, Mr. Blocker, Mr. Capps with 0 nays, motion carried.

**10.3 Selection of two alternates for the Planning and Development Board**

Mr. Bolduc, City Manager stated that there are currently two alternate positions open on the Planning and Development Board. These positions are requested to attend all meetings and are furnished with the agenda packet. In the event of the absence of one member, one of the alternates will serve as a voting member of the Board for that meeting. In the event of the loss of a voting member, the alternates have the first opportunity to take the place of that member. There are currently two alternate positions open. An advertisement for the positions was advertised on the cities social media accounts and applications were accepted until 5:00 PM on Friday, April 16th.

All four applicants were notified by email that the meeting to choose the alternates would be held this evening, and their presence was requested in the event council had any questions.

Three of the four applicants were in attendance to speak to Council: Mr. Robert Dittman, Mr. Matt Gates, Mr. Brian Follmar. After each of the attending applicants spoke there was a brief discussion.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to nominate Mr. Dittman to one of the open positions on the Planning and Development Board. Seconded by Mr. Blocker with 4 yeas from Mr. Rencich, Mr. Blocker, Ms. Brown, Mr. Capps with 0 nays, motion carried.

A motion made by Mr. Blocker to nominate Mr. Follmar to one of the open positions on the Planning and Development Board. Seconded by Mr. Rencich with 4 yeas from Mr. Blocker, Mr. Rencich, Ms. Brown, Mr. Capps with 0 nays, motion carried.

### 10.4 Selection of Mayor Pro Tem

Mayor Whitten reviewed the duties for the position of Mayor Pro Tem.

A motion made by Ms. Brown to reappoint Mr. Hayes as Mayor Pro Tem. Seconded by Mr. Rencich with 3 yeas from Ms. Brown, Mr. Rencich, Mr. Blocker, with 1 nay from Mr. Capps, motion carried.

## 11. City Clerk Report

Ms. Roy, City Clerk thanked everyone for the Municipal Clerks Week and asked the two new members of the planning board to see her after the meeting.

## 12. City Manager Report

Mr. Bolduc, City Manager update the Council on different projects. The first was an update that there is a contract with Great Life management for the golf course, but the construction side is still ongoing. The second project was the "Keep Crestview Clean" was a success, citizens did bring out their waste during the scheduled time. He then informed Council that the items that were sent to the State are still included in the State budget. Mr. Bolduc gave the Council names submitted for naming the East West Connector and asked that they email him their suggestions from the list provided or submit their own name suggestions.

## 13. Comments from the Mayor and Council

Mr. Blocker asked for an update on Crestview Commons and any potential tenants.

Mr. Bolduc, City Manager stated that the project is moving along and they can not disclose any potential tenants.
Mr. Blocker then inquired about the opening of the skatepark.

Mr. Bolduc, City Manager said that the opening will be the first week of June.

Ms. Brown inquired about when the driving range will be open.

Mr. Bolduc, City Manager stated that is should be accessible in June.

Ms. Brown also inquired about the PAWS contract.

Mr. Bolduc, City Manager stated that they are working to see if this service can be provided through the City and other contract issues.

Mr. Rencich gave an update from the recent TPO meeting that he attended.

Mr. Capps gave kudos for the clean-up project.

Mr. Hayes thanked the Council by Facebook for the Mayor Pro-Tem nomination.

Mayor Whitten gave positive remarks concerning the clean-up project and informed Council that the NWFL League of Cities is conducting a swearing in ceremony for their new president on May 3rd at 1pm. The scheduled movie night will be on May 15th at 8 pm and that is on the same day as the Arts & Crafts festival in conjunction with the Car Show happening on Main Street.

**14. <u>Comments from the Audience</u>**

Mr. Kenny Siler, 497 South Wilson Street, addressed the Council concerning the boarding up of windows when broken.

**15. <u>Adjournment</u>**

This meeting was adjourned by Mayor Whitten at 7:16 p.m.

| | |
|---|---|
| _____ | _____ |
| **Elizabeth M. Roy** | **J B Whitten** |
| **City Clerk** | **Mayor** |

**Minutes approve this_____ day of _____, 20__.**

CITY OF CRESTVIEW Item # 10.1.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 2021
TYPE OF AGENDA ITEM: Action Item

| | |
|---|---|
| TO: | Mayor and City Council |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | |
| DATE: | 6/24/2021 |
| SUBJECT: | Memorandums of Understanding (MOU) DCF and CPD |

**BACKGROUND:**

The Crestview Police Department partners with many organizations, law enforcement agencies and other entities that require Memorandums of Understanding (hereafter identified as MOUs.)

In order to alleviate certain delays in cooperation, the Crestview Police Department must enter into MOUs with the following entity:

The Department of Children and Families (DCF)

**DISCUSSION:**

MOU's are essential agreements between two or more entities. In this circumstance, the City of Crestview Police Department must enter into an agreement through the use of a MOU with the Florida Department of Children and Families in order to satisfy jurisdictional coordination, statutorily obligations and investigatory cooperation.

The MOU between the two entities is essential for coordinated workflow between the two and creates a written agreement for both entities to assist each other within the scope of of their authority.

**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

**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

**FINANCIAL IMPACT**

There are no financial impacts associated with the approval of this item.

**RECOMMENDED ACTION**

Staff respectfully requests the approval for signature of the following MOU as submitted.

**Attachments**

1. CRESTVIEW POLICE DEPARTMENT LE MOU

# MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by the **FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES** (hereinafter, "DCF"); and

**CRESTVIEW POLICE DEPARTMENT**, the jurisdictionally responsible county sheriff's office or local police department**,** (hereinafter, Law Enforcement Agency [LEA]);

**WHEREAS**, the Parties seek to make the most efficient use of their powers by cooperation with other entities on a basis of mutual advantage and otherwise to comply with section 39.306, F.S.

**NOW THEREFORE**, the Parties agree as follows:

**1. INITIAL TERM AND INTEGRATION**

The initial term begins the latter of the date set forth herein or the date the MOU is signed by all Parties. The MOU and any attached or incorporated documents are the entire agreement between the Parties, superseding all prior discussions, representations, or agreements of the Parties related hereto.

**2. PURPOSE**

This MOU achieves the Parties' duties under §39.306, F.S.

**3. DEFINITIONS**

Unless otherwise provided, definitions utilized in this agreement are found in §39.01, F.S.

"Criminal conduct" is defined in §39.301(2)(b), F.S.

**4. THE PARTIES AGREE:**

a. The safety of the victim is of primary concern.
b. To conduct joint investigations and share information on an on-going and continuous basis.
c. To develop, implement, and provide training on joint investigative protocols and protocols for the assessment of family violence and sexual violence during abuse investigations and the assessment of abuse during investigations.
d. To collaborate when a child is missing to timely ensure the child's entry as a missing child in the Florida Crime Information System and the National Crime Information System and exert due diligence in the child's safe recovery. DCF and the LEA shall contemporaneously share information to aid in a safe recovery of the missing child.

**5. THE LEA AGREES:**

a. Upon receipt of a written report of an allegation of criminal conduct from DCF, to review the written report to determine if criminal investigation is warranted. If the LEA pursues criminal investigation, it shall coordinate its investigative activities with DCF whenever feasible. The LEA shall immediately notify DCF in writing if it does not accept the case for criminal investigation.

b. If the LEA pursues criminal investigation, to notify DCF when a protective investigator may interview the alleged perpetrator. The results of LEA interviews resulting from the criminal investigation may be shared with DCF.

c. To have procedures for accepting DCF information and transferring it to other appropriate law enforcement entities.

d. Upon notice that a child is missing, to immediately inform all on-duty law enforcement officers of the missing child report, communicate the report to every appropriate law enforcement entity, and within 2 hours of receipt, transmit the report for inclusion within the Florida Crime Information Center and the National Crime Information Center database pursuant to section 937.021(4)(a), F.S. A court order is not a precondition for the acceptance of the report. Id.

**6. DCF AGREES:**

a. To immediately forward allegations of criminal conduct to the LEA.

b. To coordinate the protective investigation with the LEA.

c. To immediately orally notify the LEA and provide a written report within three business days thereafter, upon learning:

   i. The immediate safety or well-being of a child is endangered;

   ii. The family under investigation is likely to flee;

   iii. A child died as a result of abuse, abandonment, or neglect;

   iv. A child is a victim of aggravated child abuse as defined in s. 827.03; or

   v. A child is a victim of sexual battery or of sexual abuse.

d. If requested by the LEA, DCF will not interview the alleged perpetrator except as authorized per 5.b.

e. To assess the immediate safety of the children and take the necessary actions to ensure their continued safety. DCF will determine and implement the necessary services to support the family.

f. To refer “false reports” to the LEA upon the consent of the person originally identified as the alleged perpetrator pursuant to section 39.205(8), F.S.

g. To report all child-on-child sexual allegations to the LEA within 48 hours of receipt pursuant to section 39.201(2)(c)1., F.S.

h. To timely provide records and any requested information to the LEA when a child has been reported missing.

**7. SUSPENSION AND TERMINATION**

Any Party may, at its sole discretion, suspend any or all activities under the MOU and may terminate the MOU with written notice to the other Parties.

**8. NOTICES**

All notices required under the MOU must be delivered in writing to the designated contact person in a manner identified by the DCF. The initial designated contact person for each party is their signatory to this MOU. A designated contact person may be changed by notice.

**9. COMPLIANCE WITH LAWS**

The Parties will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of the MOU, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Parties will comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

**10. DISPUTE RESOLUTION**

Any dispute concerning the MOU will be discussed among the Parties. Unless resolved by the Parties, the matter will be decided by the Department's designated contact person, who will reduce the decision to writing and deliver a copy to the Parties.

**11. ASSIGNMENT**

Except for transfers of the Department's responsibilities due to a Department statutory reorganization, such as a transfer under section 20.06, Florida Statutes, the Parties will not sell, assign, or transfer any of their rights, duties, or obligations under the MOU without the prior written notice to and approval of the other Parties.

**12. MODIFICATION AND SEVERABILITY**

The MOU may only be modified by written agreement between the Parties.

This 4 page Memorandum of Understanding (MOU) is not a binding contract. It is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this MOU for any of the parties or for any third-party beneficiaries. This MOU is effective upon signing and shall end two years from the date of signing. A party may terminate their involvement in the MOU without cause upon written notice to the remaining parties.

**EACH PARTY AGREES TO THIS MOU BY SIGNATURE BELOW.**

Signed: _____
Printed Name: _____
Title: _____
Crestview Police Department Date: _____

Signed: Geanetta Salter
Printed Name: Geanetta Salter
Title: Operations Manager
Florida Department of Children and Families Date: June 6, 2021

CITY OF CRESTVIEW

Item # 10.2.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 2021
TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 6/24/2021
SUBJECT: Contract award, Solids Handling Project

**BACKGROUND:**

As a result of continuous and unprecedented growth, the City of Crestview Waste Water Sewer Treatment Plant located on Arena Rd needs upgrades to handle the current biosolids loading rates. Solids removal is part of the treatment process. The current original 1994 model belt press filled 20 - thirty yard dumpsters for a total of 45.27 tons of biosolids at a cost of $9,000 for the month of May. This proposed upgrade will greatly improve the dewatering process and reduce the frequency of full dumpsters being removed after dewatering. The proposed upgrades include a two new aerobic digesters "which will help us to meet compliance and permit limits" and a new belt press with a dewatering building, improvements to the existing control panels and electrical controls, and improvements to the BFP feed system.

**DISCUSSION:**

A total of four Companies responded to our bid advertisement and showed at the pre-bid meeting, however there were only two of the companies that summitted bids which were J&P Construction and Sawcross Inc.

Sawcross Inc. had the lowest bid at $4,473,000.00 while J&P had a bid at $5,451,000.00. The provided references were contacted and Sawcross is the apparent low, responsive, and responsible bidder.

**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

**FINANCIAL IMPACT**

A budget of $2,560,000.00 was provided for the Solids Handling Improvements Project in this year's budget. The increase in the price is due to the increase in material prices, and the increase in the lead time of parts (COVID related).
This project will need an additional $1,913,000.00 if the project is contracted as designed.

Funding will be secured through a State Revolving Loan. The existing rate structure as adopted last year considered the need for financing of up to

$8,000,000.00 and payments necessary to acomplish this.

**RECOMMENDED ACTION**

Staff respectfully requests approval secure a debt in the amount of $5,000,000 for the construction of the Solids Handling Project and the design task order for rib construction previously approved.

Staff further requests approval to award the contract to Sawcross Inc for the Solids Handling Project Contract in the amount of $4,473,000.00

**Attachments**

1. J & P
2. sawcross

SECTION 00300

BID FORM

SUBMITTED: May 18, 2021
Date

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW SOLIDS HANDLING IMPROVEMENTS**

NAME OF BIDDER: J & P Construction Co., Inc. d/b/a Jamison Construction Company

BUSINESS ADDRESS: P.O. Drawer 3147 Tuscaloosa, AL 35403; 2550 39th Street Tuscaloosa, AL 35405

Phone No.: 205-345-6631 Fax No.: 205-345-6652

E-Mail Address: rmeriwether@jandpconstruction.com

CONTRACTOR'S FLORIDA LICENSE NO.: CGC060077

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. | 1 | Dated | 4/29/21; | No. | | Dated | |
| No. | 2 | Dated | 5/12/21; | No. | | Dated | |
| No. | 3 | Dated | 5/14/21; | 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.

Jacobs

# ADDENDUM NO. 1

TO THE CONTRACT DOCUMENTS

Date: April 29, 2021
Jacobs Project No.: D3403200

for the
**Crestview WWTP Solids Handling Improvements Project**

**To All Plan Holders:**

The following changes, additions are hereby made part of the Contract Documents for the Crestview WWTP Solids Handling Improvements Project, dated March 2021, as fully and completely as if the same set forth fully therein:
The following provides a summary of questions/comments and clarifications.

**Specifications**

A. **PART 1. FRONT-END CONTRACT DOCUMENTS**

a. **SECTION 00020, ADVERTISEMENT FOR BIDS**

i. Paragraph 1; CHANGE "Tuesday, May 11, 2021 at 2:00 p.m." TO "Tuesday, May 18, 2021 at 2:00 p.m."

ii. Paragraph 3; CHANGE "2:00 p.m. on May 11, 2021" TO "2:00 p.m. on May 18"

b. **SECTION 00500, AGREEMENT**

i. Article III– Contract Time, Paragraph 3.1, is hereby modified without reissuance. The time to reach substantial completion shall be 360 calendar days and the time to reach final completion shall be 420 days.

B. **PART 2; Pre-Bid Conference**

a. The annotated Agenda from the Pre-Bid Conference is herewith attached for information. This agenda does not alter the contract documents but only consolidates information already found in the contract documents or included in this addendum.

**All Bidders shall acknowledge receipt of this Addendum.**

JACOBS

Scott L. Jernigan, P.E.
Project Manager

Jacobs

# Meeting Minutes

25 W Cedar Street
Suite 350
Pensacola, FL 32502

www.jacobs.com

| | | | |
|---|---|---|---|
| **Subject** | **Prebid Meeting Minutes** | | |
| **Project** | Crestview WWTP Solids Handling Improvements | | |
| **Project No.** | D3403200 | **File** | Document1 |
| **Prepared by** | Jacobs | **Meeting Date** | April 20, 2021 |
| **Location** | Crestview WWTP | **Meeting Time** | 10:00 am CST |

ATTENDEES: See attached sign-in sheet

- Introductions
- Project Scope
  - New digesters
    - ***The new digesters are a high priority and a faster paced schedule is needed to complete this portion of the project prior to needing to complete the dewatering building.***
  - Pump stations
  - Dewatering building and belt filter press
  - Associated civil and electrical work
- Bonds
  - Bid Bond – 5%
  - Performance Bond – 100%
  - Payment Bond – 100%
- Contract Time
  - 300 calendar days to substantial
  - 360 days to final
  - Note requirement to complete the digesters as soon as possible
- Liquidated damages

Please select a legal entity from the Change Document Details option on the Jacobs ribbon
01

- $1000 per calendar

- Insurance Requirements
    - ***As outlined in the Contract Documents***
- Site Access
    - Access WWTP off of Arena Road. Coordinate with WWTP staff for location of temporary staging and parking area.
    - ***Space for staging area is available at the WWTP site***
    - ***Contractor is allowed to remove the existing fence on the south side of the WWTP bordering the sprayfield but is required to be reinstalled and site returned to existing conditions.***
- Construction Sequencing
    - Maintain operation of all existing process equipment. Coordinate any interrupts with WWTP staff, City, and Engineer
- Questions/Comments
    - ***Question: What is the anticipated timeline for awarding the contract.***
      ***Response: Targeting Board Approval at the 1st Board Meeting in June. Anticipated start date would subsequently be around mid-July***

**City of Crestview**
**Solids Handling Improvements**
**ITB 21-05-11**

**Prebid Sign-in Sheet**
**4/20/2021**

| Name | Company | Email Address |
|---|---|---|
| Scott Jernigan | JACOBS | Scott.Jernigan@Jacobs.com |
| Kevin Waddell | JACOBS | Kevin.Waddell@Jacobs.com |
| Robert Mercier | J&P | rmercier@jandpconstruction.com |
| Bobby Chambliss | SAWCross | BChambliss.bc@gmail.com |
| Chris Mincey | CROM | cmincey@cromcorp.com |
| Tim Forget | Bill Smith Electric | Tim@billsmithelectric.com |
| Ernie Nolan | Jacobs | ernest.nolan@Jacobs.com |
| Marc Bonifay | City of Crestview | marcbonifay@cityofcrestview.org |
| Brandon Bolton | city of crestview | brandonbolton@cityofcrestview.org |
| Kyle Lusk | City | Kyle.Lusk@cityofcrestview.org |
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Jacobs

# ADDENDUM NO. 2

TO THE CONTRACT DOCUMENTS

Date: May 12, 2021
Jacobs Project No.: D3403200

for the
**Crestview WWTP Solids Handling Improvements**

**To All Plan Holders:**

The following changes, additions are hereby made part of the Contract Documents for the Crestview WWTP Solids Handling Improvements Project, dated March 2021, as fully and completely as if the same set forth fully therein:
The following provides a summary of questions/comments and clarifications.

**Specifications**

**A. PART 1. TECHNICAL SPECIFICATIONS**

1. Section 08 16 13 Paragraph 2.01 – ADD Special-Lite, Inc. as an approved manufacturer.

2. Section 26 05 33 Paragraph 3.04.C – ADD the following subparagraph:

   "3. Aluminum for ac circuits, rigid galvanized steel or PVC coated rigid galvanized steel for dc circuits or AFD driven motors circuits."

3. Section 33 16 13 Paragraph 1.06.D – DELETE subparagraphs 2, 3, 4, 5, and 6 in their entirety.

4. Section 44 42 13 Paragraph 2.03 – ADD Aerator Solutions; EcoJet as an approved manufacturer.

5. Section 44 46 13 Paragraph 2.03 – ADD Jim Myers & Sons, Inc. as an approved manufacturer.

6. Section 44 46 13 Paragraph 2.03 – ADD Custom Conveyor as an approved manufacturer.

7. Section 44 46 16:

   a. Paragraph 1.08 – DELETE subparagraphs A, B, and C and ADD the following:

      "A. Design of the BFP equipment and Drawings are based on best available information pertaining to the specified equipment

manufacturer(s). Contractor and BFP manufacturer to coordinate actual equipment installation and connections and make necessary adjustments and accommodations as necessary to furnish a complete and operable system."

b. Paragraph 2.05.B, subparagraph 3.a – DELETE the last sentence: "Tubular sections are not permitted."

c. Paragraph 2.05.B, subparagraph 3.c – CHANGE from "equivalent to 200 pounds per inch" TO "equivalent to 280 pounds per inch"

d. Paragraph 2.05.D – INSERT the following and renumber subparagraphs 1 - 6 TO subparagraphs 2 – 7:

"1. An independent gravity drainage zone with a separate drainage zone belt with its own drive, tracking, and tensioning systems is to be provided.

e. Paragraph 2.05.E, subparagraph 1 – CHANGE "provide an adjustable wedge zone" TO "provide an adjustable, curved wedge zone"

f. Paragraph 2.05.H, subparagraph 6 – CHANGE "1-gallon reservoir" TO "20-gallon reservoir"

g. Paragraph 2.05.H – CHANGE the first sentence of subparagraph 7 as follows:

"7. Mount the pump, motor, reservoir, high and low pressure oil filter and valves adjacent to the belt filter press as close as possible to minimize excess piping runs, fittings, and hoses while also in a location to not restrict maintenance access to the BFP or hydraulic unit."

h. Paragraph 2.05 M, subparagraph 3 – CHANGE "Minimum L-10 life of 200,000 hours" TO "Minimum L-10 life of 1,000,000 hours"

## B. PART 2; DRAWINGS

1. Drawing 01-G-0009, Luminair Schedule, ADD the following make/model per fixture type:

a. Type A: "Metalux as an approved manufacturer with the model to be determined to meet the contract requirements."

b. Type B: "Metalux as an approved manufacturer with the model to be determined to meet the contract requirements."

c. Type C: "NLS Lighting LLC as an approved manufacturer with the model to be determined to meet the contract requirements."

d. Type D: "NLS Lighting LLC as an approved manufacturer with the model to be determined to meet the contract requirements."

e. Type E: "Barron Lighting as an approved manufacturer with the model to be determined to meet the contract requirements."

f. Type F: "NLS Lighting LLC as an approved manufacturer with the model to be determined to meet the contract requirements."

g. Type G: "NLS Lighting LLC as an approved manufacturer with the model to be determined to meet the contract requirements."

h. Type X: "Direct Tech Sales as an approved manufacturer with the model to be determined to meet the contract requirements."

2. Drawing 05-E-6001, Duct Bank Schedule EXDB-20: ADD the following conduits to section:

   Conduit #19, NEW 1", [P28], TO HTR, FROM MCC-C4

   Conduit #20, NEW 1", [P28], TO HTR, FROM MCC-C4

   Conduit #21, NEW 1", [A26], TO 40-VCP-20-1, FROM CP-B

3. Drawing 05-E-6001, DB-21A: ADD the following conduit to this section:

   a. Conduit #26, 1", [A26], TO 40-VCP-20-1, FROM CP-B

4. Drawing 05-E-6001, DB-21C: ADD the following conduit to this section:

   a. Conduit #17, 1", [A26], TO 40-VCP-20-1, FROM CP-B

5. Drawing 20-E-2001, ADD 30A disconnect in NEMA 4X enclosure next to each TJB for floating mixers.

6. Drawing 20-E-2001, ADD General Note 4 as follows:

   "4. Mount mixer TJB and disconnect switch a minimum of 24" off basin wall and outside of hazardous envelope."

7. Drawing 40-D-2002, MOVE the hydraulic unit 40-M-20-1E adjacent to the belt press towards the northeast corner of the belt press. Coordinate final location with Owner and Engineer.

8. Drawing 40-E-2002, DELETE and REPLACE in its entirety with the revised Drawing 40-E-2002 attached.

9. Drawing 90-E-2001, ADD call out [C40] and [A4] for conduits between MCC-C4 and CP-B.

10. Drawing 96-E-6001, DELETE and REPLACE in its entirety with the revised Drawing 96-E-6001 attached.

11. Drawing 96-E-6001, ADD 3way light switch in WP enclosure at each end of drive through to control Type B light fixtures.

## C. PART 3; QUESTIONS AND RESPONSES (Q and R)

1. Q: Please confirm that this project does not require any prevailing wages and/or AIS requirements.

   R: Confirmed.

2. Q: Plan Sheet 01-G-004, Foundations Note No. 1, refers to a Geotechnical Design Memorandum dated February 11, 2021 by Jacobs. Please provide a copy of this geotechnical design memorandum if pertinent to this project.

   R: Memorandum is attached herein.

3. Q: Specification 33 16 13.15, Section 2.11B, requires an aluminum ladder. Please confirm if the Aerobic Digesters require interior ladders.

   R: No. interior ladders are not required in the digesters.

4. Q: Plan Sheet 99-S-5007, Detail 0552-001 and Specification 05-52 16, Section 2.01D, calls for the aluminum railing to be anodized. However, Specification 33 16 13.15, Section 2.11.A.2, calls for aluminum accessories to have a "mill" finish. Please confirm if the aluminum railing is required to be anodized.

   R: Aluminum accessories as noted in Specification 33 16 13.15 do not apply to the railings. Aluminum railings to be per the requirements within Specification 05 52 16, Aluminum Railings.

5. Q: Please confirm that the two Aerobic Digesters do not require any interior and/or exterior coatings.

   R: Confirmed

6. Q: Plan Sheet 20-E-2001, Note No. 2, calls for grounding connection to the tank's foundation reinforcing steel. Please be note that bonding to any reinforcing embedded in the tank structure is not allowed, per AWWA D110. Per AWWA D110, section 5.16, all grounding to the prestressed concrete tank is prohibited. Instead, all bonding should be done by using air terminals with separate grounding connections. Please confirm separate grounding connections are acceptable in lieu of bonding directly to the tank structure.

   R: Confirmed

7. Q: Can the "Florida" Notary Requirement be waived, and us be able to use any state notary, such as Alabama?

   R: The notary may be from another state as long as it is notarized.

8. Q: Spec Section 26 05 33 – 3.04 Conduit: in lieu of PVC coated RGC is Rigid Aluminum acceptable?

R: Aluminum may be used in exposed interior or exterior areas except where cable is serving a VFD driven motor. All cables between VFD and Motor shall be in RGS or PVC coated RGS for shielding purposes.

9. Q: Would schedule 80 PVC be permitted underground and below slabs vs. PVC coated GRC?

   R: No, conduits fill calculations are based on PVC schedule 40.

10. Q: Drawing 96-E-6001 calls for (2) 10KW unit heaters while 40-M-2001 is calling for 25KW units. Which is correct?

    R: 25KW, see revised drawings attached herein.

11. Q: A detail for MH-60 and MH 62P along with HH 60 and HH 62P are not shown. Will these be provided?

    R: Details are on standard detail sheets. Detail 2605-442b for manholes and detail 2605-444 for handholes.

12. Q: Drawing 40-E-2002, 40HS-30-1C and 40HS-20-1A device locations are not shown.

    R: These I&C tags represent the emergency stop pull cords for the screw conveyor and belt filter press which are located along the length of each unit. See Drawing 40-D-3002 for the general location of 40HS-30-1C. Coordinate with equipment manufacturers for wiring connection locations.

13. Q: Will an escalation clause be allowed (in relation to electrical circuits)?

    R: No.

14. Q: Drawing 94-E-2001 EX DB-20 shown on west side of the Electrical building, is this correct? I recall from the site visit that this was on the North side?

    R: Correction: EX DB-20 is stubbed up on the North side of the Electrical building.

15. Q: Can the base plate elevations be provided for the Pre-Engineered Metal Building?

    R: See the Pier Schedule on Drawing 40-S-2001 for elevations.

**All Bidders shall acknowledge receipt of this Addendum.**

JACOBS

Scott L. Jernigan, P.E.
Project Manager

Documents attached herein:
Revised Drawing 40-E-2002
Revised Drawing 96-E-6001
Geotechnical Design Memorandum, Dated February 11, 2021, by Jacobs

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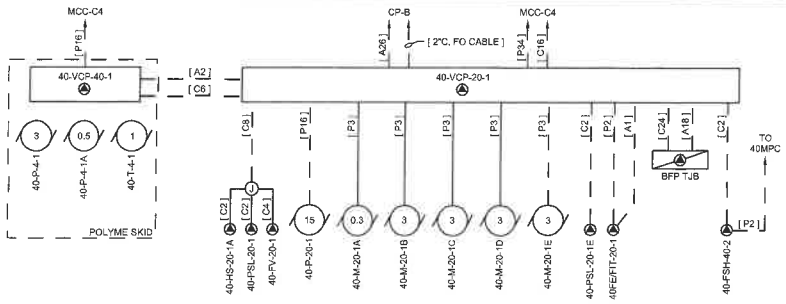
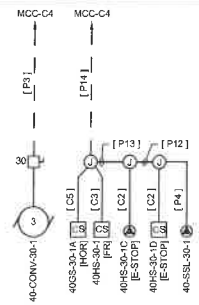
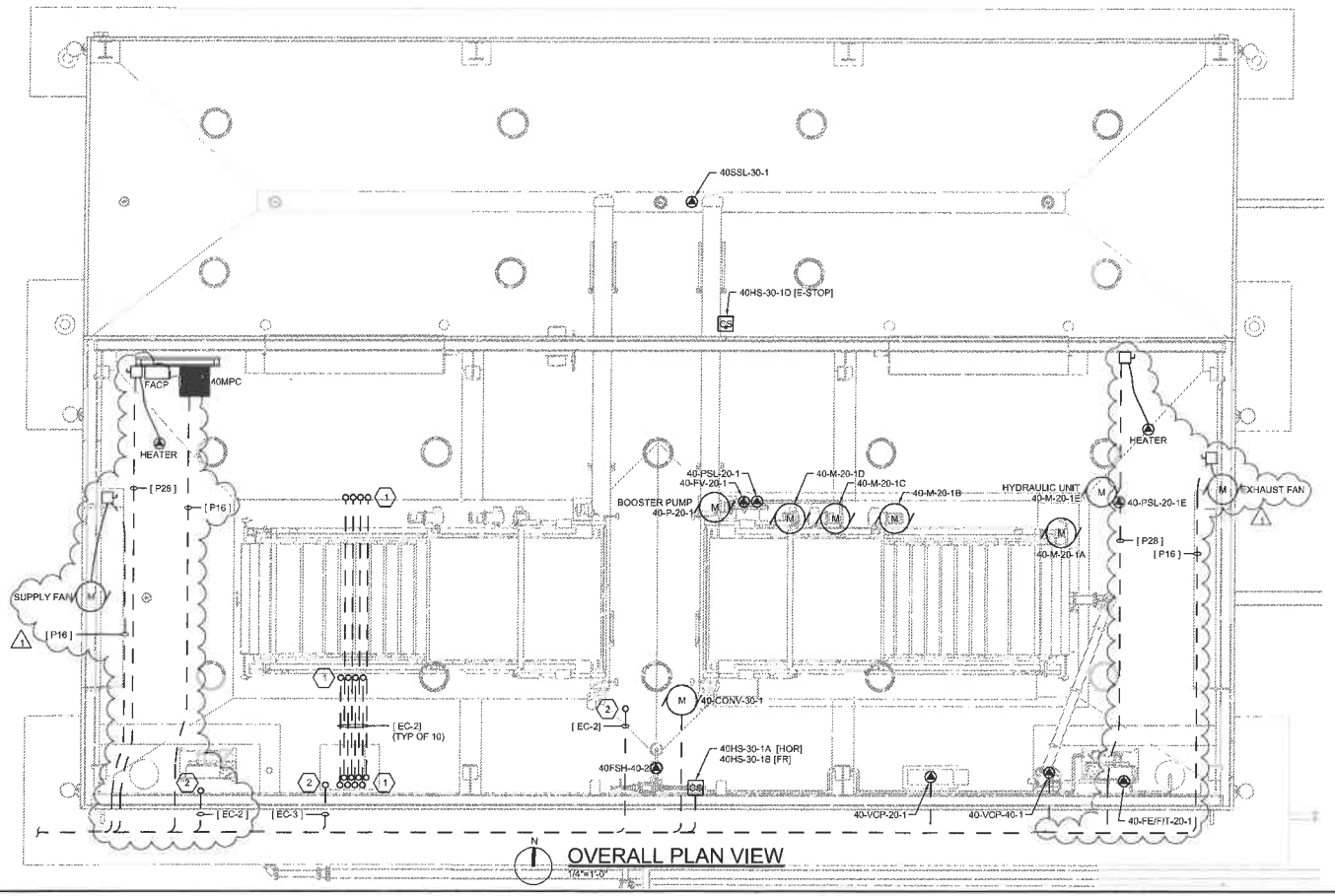



WIRING DIAGRAM




WIRING DIAGRAM




OVERALL PLAN VIEW
1/4"=1'-0"

## SHEET KEYNOTES

1. PROVIDE SPARE CONDUIT BETWEEN FUTURE CONTROL PANEL AND BELT FILTER PRESS. STUB UP AND CAP EMPTY CONDUIT.
2. PROVIDE SPARE CONDUIT BETWEEN DEWATERING BUILDING AND ELECTRICAL BUILDING AS SHOWN. SEE DUCT BANK FOR ADDITIONAL DETAILS. STUB AND CAP CLOSE TO BUILDING WALL.

| NO. | DATE | REVISION | DR | CHK | APVD |
|---|---|---|---|---|---|
| 1 | 09/2021 | ADDENDUM NO. 2 | GM | KBH | APVD |

DSGN KB HORTON | DR G.MESSER | CHK D.NICHOLSON | APVD KB HORTON

25 W CEDAR STREET, SUITE 350
PENSACOLA, FLORIDA 32502
LB26961

CRESTVIEW WWTP
SOLIDS HANDLING IMPROVEMENTS
CITY OF CRESTVIEW
CRESTVIEW, FL

Jacobs

ELECTRICAL
DEWATERING BUILDING POWER PLAN

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

| | |
|---|---|
| DATE | MARCH 2021 |
| PROJ | D3403200 |
| DWG | 40-E-2002 |
| SHEET | 56 of 76 |

BID DOCUMENTS

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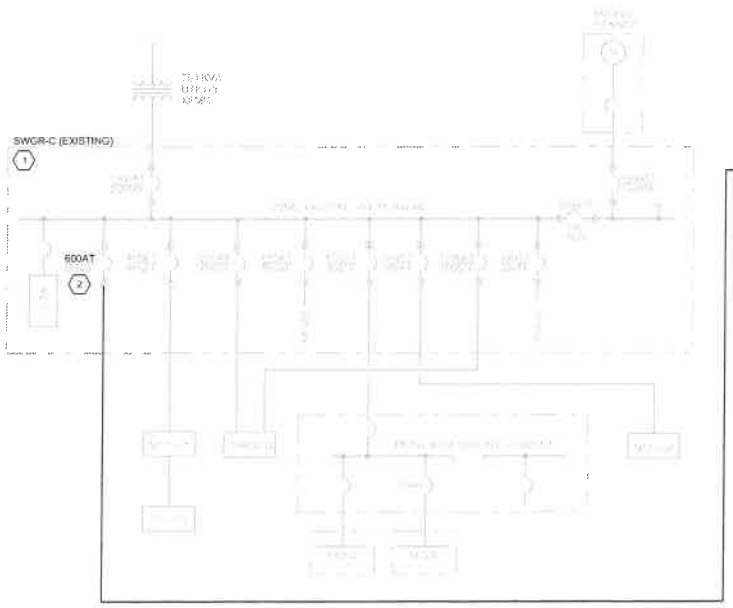
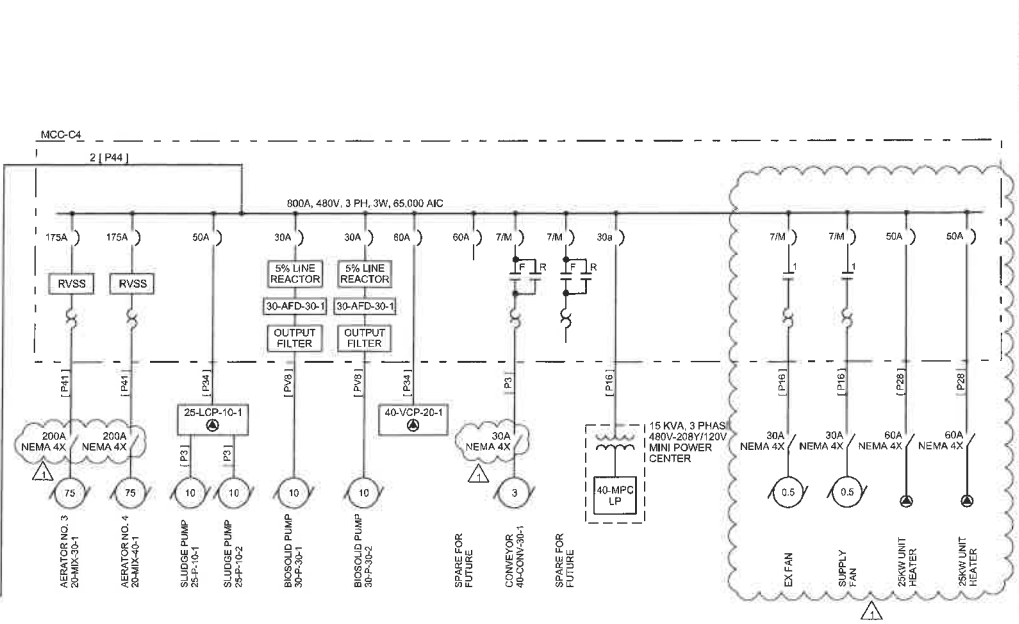
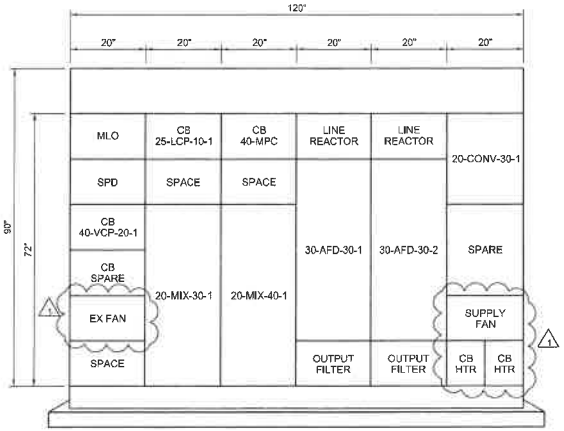
$PWURL $PWPATH FILENAME: 40-E-2002_D3403200.dgn PLOT DATE: 2021\05\07 PLOT TIME: 4:39:43 PM




EXISTING SWGR-C FRONT ELEVATION
NTS




MCC-C4 FRONT ELEVATION
NTS




| LOAD SUMMARY | |
|---|---|
| DESCRIPTION | AMPS |
| 125% HISTORICAL LOAD | 553.0 |
| MCC-C4 LOAD | 317.0 |
| SWGRC DESIGN LOAD | 870.0 |
| EXPECTED PEAK LOAD | 759.0 |
| CALCULATED ISC 26,169A | |

## SHEET KEYNOTES

1. EXISTING SWITCHGEAR IS ISO SWITCHGEAR USING CUTLER HAMMER MAGNUM DS BREAKERS. ISO PROJECT # 35838.
2. UTILITY EXISTING SPARE CIRCUIT BREAKER. SET TRIP SETTING FOR 600A. LOADS ON MCC-C4 ARE NOT REQUIRED ON GENERATOR. SET SYSTEM TO OPEN FEEDER BREAKER WHEN ON GENERATOR.

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| NO. | DATE | REVISION | BY | APVD |
|---|---|---|---|---|
| 1 | 05/2021 | ADDENDUM NO. 2 | GM | KBH |

DSGN KB HORTON DR G. MESSER CHK D. NICHOLSON APVD KB HORTON

25 W CEDAR STREET, SUITE 350
PENSACOLA, FLORIDA 32502
(850)466-1661

CRESTVIEW WWTP
SOLIDS HANDLING IMPROVEMENTS
CITY OF CRESTVIEW
CRESTVIEW, FL

Jacobs

ELECTRICAL

MCC ONE-LINE DIAGRAM AND FRONT ELEVATION

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VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

| | |
|---|---|
| DATE | MARCH 2021 |
| PROJ | D3403200 |
| DWG | 96-E-6001 |
| SHEET | 58 of 76 |

BID DOCUMENTS

Jacobs

# City of Crestview
# Crestview WWTP Solids Handling Improvements
## Digesters and Dewatering Building Geotechnical Analyses

February 11, 2021

**City of Crestview**

**Document history and status**

| Revision | Date | Description | Author | Checked | Reviewed | Approved |
|---|---|---|---|---|---|---|
| 0 | 02/11/2021 | Geotechnical TM | O. Insa | J. Ramos | J. Ramos | |

## Crestview WWTP

| | |
|---|---|
| Project No: | D3403200 |
| Document Title: | Technical Memorandum |
| Date: | February 11, 2021 |
| Client Name: | City of Crestview |
| Attention | Design Team – Jacobs |
| Project Manager: | Scott Jernigan, P.E. |
| Author: | Ousmane Insa, E.I.T. and José Ramos, P.E. |

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## Summary

This technical memorandum summarizes the results of the geotechnical evaluation and recommendations performed by Jacobs for the design of the proposed Solids Handling Improvements project. The project site is located at 5101 Arena Rd, Crestview, FL, 32536.

The project consists of the construction of two new digesters to overcome the increase in influent flow and a new dewatering building to handle the increase in solids loadings. The proposed digesters are planned to have the same finished floor elevation as the existing ones, which will vary between 224.97 and 228.22 feet NAVD88. The Dewatering Building is planned to have a finished floor elevation varying between 233.5 and 234.5 feet NAVD88. Existing ground elevation at the proposed structures site varies from 225 to 234 feet NAVD 88. The digesters will be circular 60-feet diameter prestressed concrete tanks with an approximate contact pressure equivalent to 1000 psf. Based on preliminary information provided by the Jacobs Structural Design team, the Dewatering Building will have column loads varying from 11 to 40 kips. The wall loads vary from 0.6 to 1 kip/ft. The loads provided include a combination of dead load, live load, and wind load.

Settlement analyses for the proposed loading conditions were analyzed to estimate the settlement. The settlement analyses were conducted using computer software Settle3 by Rocscience applying the theory of elasticity (Young's Modulus) to the analyzed soil profile.

# 1. Geotechnical Review of Data

## 1.1 Standard Penetration Test Borings

Limited geotechnical data is available from two different site investigations performed in April 2006 and February 2010 for other plant improvement projects.

The subsurface exploration performed in the report dated April 2006 was performed by Universal Engineering Science and consisted of two 25-foot deep and four 40-foot deep Standard Penetration Test (SPT) borings. Based on the boring location diagram and the current site plan, boring B-1 drilled in 2006 appears to be in close proximity to the proposed Dewatering Building. Due to the limited field data available, this boring was used for analyses purposes. The soils depicted in this record boring consist of 2.5 feet very loose sand (SP), underlain by very loose to medium dense silty sand (SP-SM) encountered to termination depth of 25 feet. The soil boring logs does not show recorded groundwater table at the time of the exploration within the drilled depths.

In 2010, the subsurface exploration performed by Insitu Group of Orlando consisted of thirteen CPT soundings drilled to depths varying between 20 feet to 80 feet. Based on the current site plan, CPT-3 through CPT-5 were pushed in the vicinity of the proposed digesters and were used in the settlement analyses. The soil profile consisted of 10 to 15 feet of loose to medium dense sand and silty sand overlying medium dense to very dense sand and silty sand to the maximum depth of the soundings.

# 2. Laboratory Data

Laboratory testing was performed on representative soil samples and the results are presented in the geotechnical reports included in Attachment 1.

# 3. Subsurface Profile

The subsurface conditions depicted in both explorations appear to be uniform and consisted of 7 to 15 feet of very loose to loose sand underlain by medium dense to dense sand and silty sand up to 93 feet. The groundwater table was not encountered in the borings at the time of exploration.

# 4. Recommendations and Design Consideration

Geotechnical engineering analyses were performed to determine the foundation design recommendations. In general, geotechnical engineering evaluations and recommendations have been based on published, empirical correlations with soil properties. In addition, recommended design criteria are based on performance tolerances, such as allowable bearing resistance and settlement, as understood and applied to similar structures.

## 4.1 Foundation Design Recommendation

The proposed digesters are planned to have the same inside slab elevation as the existing ones, which will vary between 224.97 and 228.22 feet NAVD88.

The two digesters are planned to be 60 feet diameter prestressed concrete tanks with a side water depth of approximately 15 feet. The foundation bearing pressure is estimated at 1000 psf. The proposed foundation system will consist of a monolithically reinforced concretemembrane slab. The foundation can be designed using a net allowable bearing resistance of 2,000 psf.

The Dewatering Building is planned to be a stand-alone 77 feet by 54 feet single story structure with preliminary column loads varying from 11 to 40 kips and preliminary wall loads varying from 0.6 to 1 kip/ft. Based on the subsurface conditions depicted in the soil boring logs, it is recommended that overexcavation and removal of the loose fill material be performed to a minimum depth of 5 feet below the bottom of foundations. The overexcavated material may be reused as a structural fill material. Assuming the subsurface soil will be overexcavated and prepared as recommended herein, the foundation can be designed using a net allowable bearing resistance of 2,000 psf. Following subgrade preparation, total and differential settlements in the order of 1 inch and ½ inch should be anticipated.

All the underground utility lines located underneath the proposed structures should be removed and rerouted. The excavation backfill material should be structural fill as recommended herein.

## 4.2 Groundwater Control

Groundwater was not encountered during the two explorations; as a result, dewatering is not anticipated. If encountered, groundwater inflow can be controlled with direct pumping, French drains or sumps. Management of groundwater control should be handled as a performance requirement. The Contractor should be responsible of controlling surface runoff during rain events.

## 4.3 Excavation Support

Excavations should be performed in accordance with local, state, or federal regulations (for example OSHA Health and Safety Standards for Excavations). The soils encountered in excavations vary from silty sand (SM, SP-SM) to sand (SP) and should be considered Type-C soils according to OSHA guidelines. Excavations should not be exposed to heavy rainfall or exposed longer than 24 hours. Temporary excavations shall be sloped at an angle not steeper than two horizontal to one vertical (27 to 30 degrees measured from the horizontal). For deeper or steeper excavations than the recommended maximum depth and slope, or when adjacent structures restrict the limits to excavate safely, benching and/or sheeting and shoring systems may be required.

## 4.4 Subgrade Preparation & Structural Fill

It is recommended that the very loose material in the vicinity of the proposed dewatering building be removed to a minimum depth of 5 feet below the bottom of foundations, and the excavations backfilled with compacted

structural fill. The bottom of the excavation should extend laterally at least 5 feet from the outside perimeter of the proposed structures.

Subgrade shall be compacted to minimum of 95% relative density as determined by ASTM D1557. Compaction shall be verified in several locations to a minimum of 12-inches below the prepared subgrade.

For fill and backfill material, structural fill material shall be placed in 6 inch maximum loose lifts and to a minimum of 98% relative density as determined by ASTM D1557.

Structural fill to be placed under footings, slab-on-grade, and mat foundations should consist of sand, silty sand, or sandy silt classified as SP, SW, SM, SC, SM-ML, SP-SM, SP-SC and ML in accordance with the Unified Soil Classification System (USCS) (ASTM D2487). The in-situ silty sand and sand may be suitable for backfilling. The structural fill should be placed in accordance with the following procedures:

1. After subgrade has been prepared as recommended herein, structural fill shall be placed in 6-inch maximum loose lifts and compacted to a minimum of 98% of maximum dry density as defined by ASTM D1557, at a moisture content of plus or minus 2 percent of optimum.

2. Allow for a minimum 6-inch layer of gravel course beneath proposed footings, slab-on-grade, and mat foundations. Gravel material can be FDOT No. 57 stone. The upper 12 inches of floor slab subgrade soils should be compacted to at least 98 percent of maximum dry density as defined by ASTM D1557.

The maximum allowable particle size for the fill material should be 3 inches.

Backfill behind structure walls should consist of granular material consisting of sand and silty sand classified as SP, SP-SM, or SM in accordance with USCS (ASTM D2487). Fill that will be placed behind walls should be compacted with plate vibratory compactor or hand-operated power tampers. The backfill material should be placed in 6-inch maximum loose lifts with each lift compacted to 98% of the maximum dry density as defined by ASTM D1557. To prevent excessive lateral pressure on external walls, large compaction equipment should not be allowed within a zone formed by a 45-degree slope from the base of the wall footing.

## 4.5 Pipe Trench Backfill

The soil borings performed at the site indicate that the material to be excavated for utility installation may include silty sand (SP-SM or SM) or sand (SP). These sands may be suitable for trench backfilling. We recommend backfilling the trenches with sand (SP) or silty sand (SM) or Graded Aggregate Base (GAB) containing maximum 15 percent fines (percent passing No. 200 sieve). The pipe bedding and pipe zone material specified for conduits, thin-walled pipes and PVC pipe should be sand with maximum 8 percent of non-plastic fines (percent passing No. 200 sieve).

All trench backfill material shall be placed simultaneously on both sides of the pipe and should be compacted with plate vibratory compactors or hand-operated power tampers. Care should be employed not to damage or shift the pipe alignment. The backfill material should be placed in 6-inch maximum loose lifts with each lift compacted to 95 percent of the maximum dry density, as determined by ASTM D1557. To prevent excessive lateral pressure on pipes, large compaction equipment should not be allowed within a zone formed by a 45-degree slope from the base pipe trench. If the trench is under a road or concrete slab, the trench backfill zone should be compacted to no less than 95 percent of ASTM D1557.

## 4.6 Design Parameters and Foundation Recommendations

The following design parameters for structural foundations are recommended:

A. Net Allowable Soil Bearing Pressure: 2,000 psf (For Mat Foundations)

2,000 psf (For Strip Footings)

B. Groundwater (GW) Elevation:
   100 Year Flood — N/A (Located in the minimal Flood zone)

C. Equivalent Drained Fluid Pressures (Unsaturated above GW):
   Active = 38 lbs/ft$^3$
   At Rest = 58 lbs/ft$^3$
   Passive = 348 lbs/ft$^3$

D. Equivalent Undrained Fluid Pressures (below GW):
   Active = 80 lbs/ft$^3$
   At Rest = 89 lbs/ft$^3$
   Passive = 222 lbs/ft$^3$

E. Vertical Surcharge = 230 PSF (equivalent to 2 ft of soil weight)

F. Lateral Earth Pressures Coefficients:
   Active = 0.33
   At Rest = 0.50
   Passive = 3.03

G. Coefficient of Friction (concrete/soil) = 0.40

H. Modulus of Subgrade Reaction Adjusted
   Floor Slab = 45 PCI – Dewatering
   = 20 PCI – Digesters Mat

I. Native Soil Unit Weight = 115 PCF

J. Factor of Safety (FOS) for Uplift Resistance
   Normal high GW Elev FOS = 1.25
   100-yr Flood Elev FOS = 1.10

The soil bearing capacity is often controlled by the serviceability limit state, or settlement, rather than bearing capacity.

# 5. Limitations

This geotechnical technical memorandum has been prepared for the exclusive use of Jacobs design team for specific applications to the design and construction of the proposed Digesters and Dewatering Building at the City of Crestview WWTP. It has been prepared in accordance with generally accepted geotechnical engineering practices for testing and analyses. Jacobs makes no other warranty, expressed or implied.

The information contained in this report is based on the data obtained through available documents, site reconnaissance, field investigations, and laboratory tests presented in previous geotechnical reports dated April 2006 and February 2010 and included in Attachment 1. The logs of soil borings indicate subsurface conditions only at specific locations and time, and only to the depths penetrated. These logs do not necessarily reflect variations that may exist between locations or at different depths, or possible changes that may take place over time. If variations in subsurface conditions from those described in this memorandum are noted during subsequent design phases or construction, the information presented in this report should be re-evaluated.

The geotechnical information presented in this memorandum is based on the engineering reports., preliminary plans and layout developed for the project at the time of this report preparation and information provided by the Jacobs structural design team. In the event that any changes in the nature, design or location of the proposed facility occurs, the conclusions and recommendations presented herein should not be considered valid unless such changes are reviewed, and conclusions of this report are modified or verified in writing by Jacobs. Jacobs is not responsible for any claims, damages, or liability associated with the reinterpretation or reuse of the data in this report by others.

# Attachment 1:
## Geotechnical Reports

Jacobs

# ADDENDUM NO. 3

TO THE CONTRACT DOCUMENTS

Date: May 14, 2021
Jacobs Project No.: D3403200

for the
**Crestview WWTP Solids Handling Improvements**

**To All Plan Holders:**

The following changes, additions are hereby made part of the Contract Documents for the Crestview WWTP Solids Handling Improvements Project, dated March 2021, as fully and completely as if the same set forth fully therein:
The following provides a summary of questions/comments and clarifications.

**Specifications**

A. **PART 1. TECHNICAL SPECIFICATIONS**

1. Section 23 09 13, entire section: CHANGE "20-HCP-01" TO "HCP-1"

2. Section 23 09 13, entire section: CHANGE "20-VMS-01" TO "VMS-1"

3. Section 44 42 13 Paragraph 2.17: DELETE subparagraph B and ADD the following subparagraph B in its place:

   "B. Perform tests on all Floating Aerators actually furnished. Manufacturer may provide previously conducted Oxygen Transfer Performance Testing results for the same model aerator furnished."

B. **PART 2; DRAWINGS**

1. Drawing 40-M-2001, INCORPORATE the attached Drawing 40-M-2001 markups.

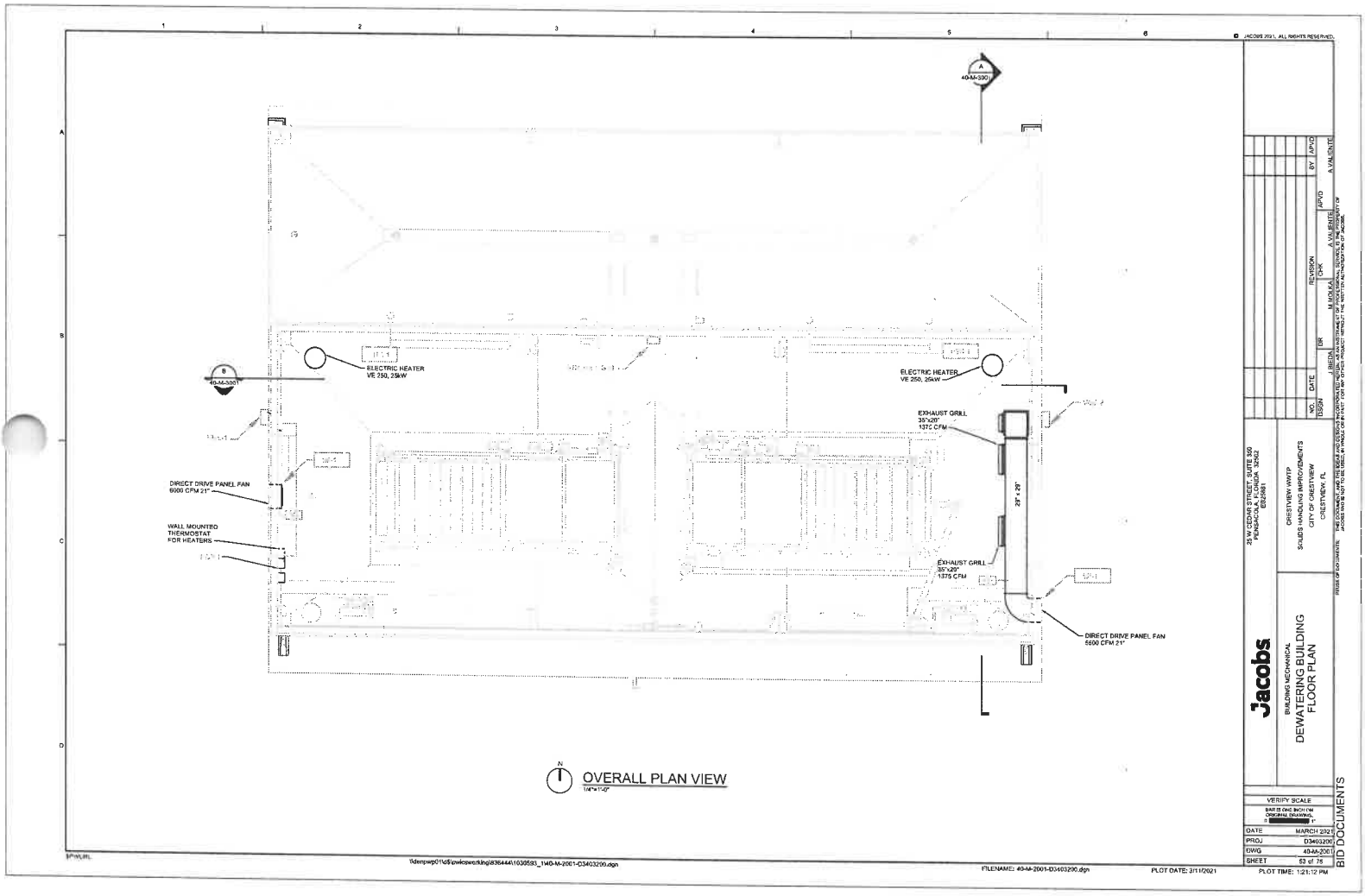
2. Drawing 40-M-3001, INCORPORATE the attached Drawing 40-M-3001 markups.

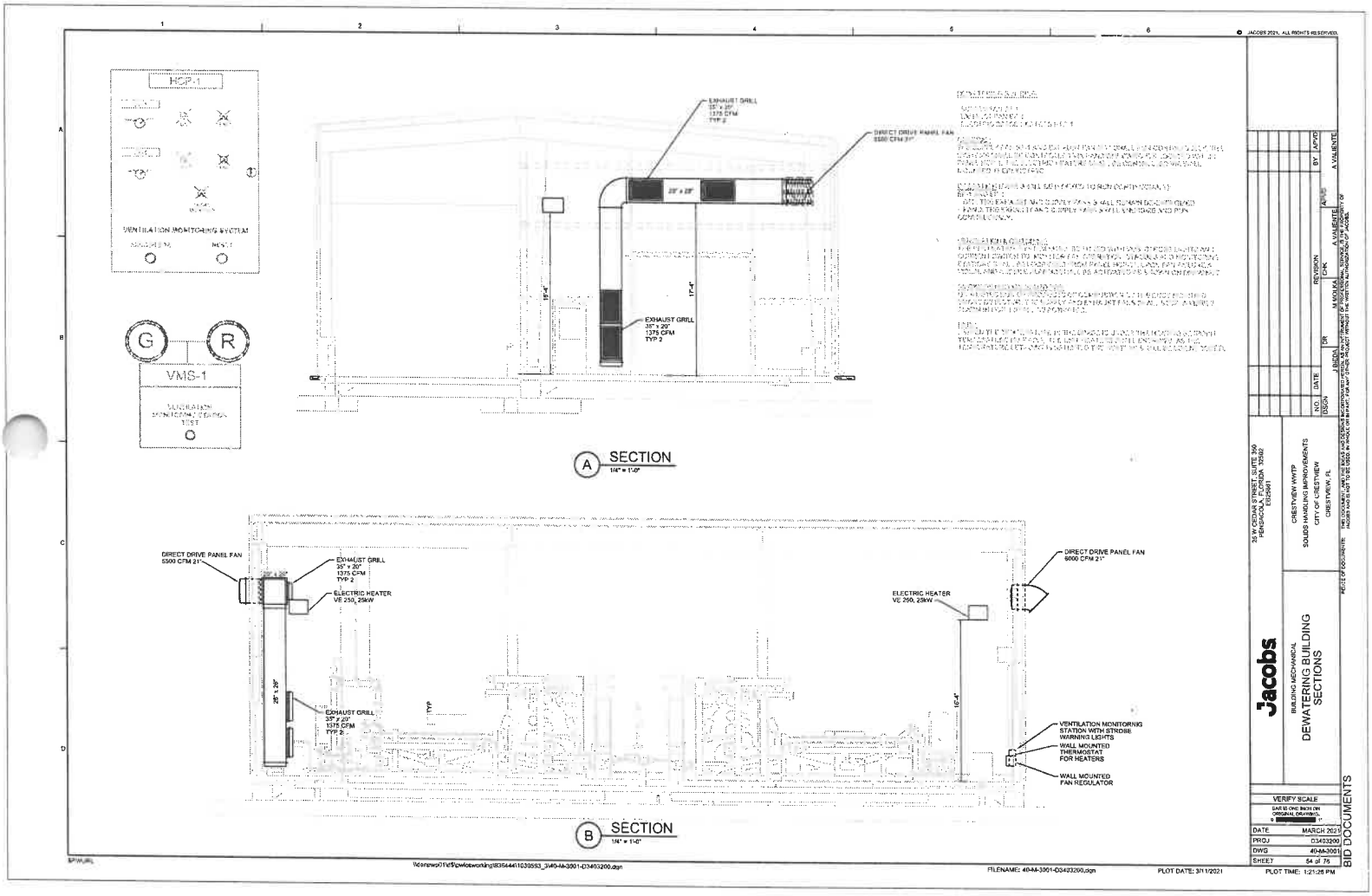
**All Bidders shall acknowledge receipt of this Addendum.**

JACOBS

Scott L. Jernigan, P.E.
Project Manager

Documents attached herein:
Revised Drawing 40-M-2001
Revised Drawing 40-M-3001


ELECTRIC HEATER
VE 250, 25kW
ELECTRIC HEATER
VE 250, 25kW
EXHAUST GRILL
35"x20"
1372 CFM
DIRECT DRIVE PANEL FAN
6000 CFM 21"
WALL MOUNTED
THERMOSTAT
FOR HEATERS
28" x 28"
EXHAUST GRILL
35"x20"
1375 CFM
DIRECT DRIVE PANEL FAN
6000 CFM 21"
OVERALL PLAN VIEW
Jacobs
DEWATERING BUILDING
FLOOR PLAN
BID DOCUMENTS


HCP-1
VENTILATION MONITORING SYSTEM
G
R
VMS-1
EXHAUST GRILL
35" x 20"
1375 CFM
TYP 2
DIRECT DRIVE PANEL FAN
5500 CFM 21"
EXHAUST GRILL
35" x 20"
1375 CFM
TYP 2
A SECTION
1/4" = 1'-0"
DIRECT DRIVE PANEL FAN
5500 CFM 21"
EXHAUST GRILL
35" x 20"
1375 CFM
TYP 2
ELECTRIC HEATER
VE 250, 25kW
EXHAUST GRILL
35" x 20"
1375 CFM
TYP 2
TYP
ELECTRIC HEATER
VE 250, 25kW
DIRECT DRIVE PANEL FAN
6000 CFM 21"
VENTILATION MONITORING
STATION WITH STROBE
WARNING LIGHTS
WALL MOUNTED
THERMOSTAT
FOR HEATERS
WALL MOUNTED
FAN REGULATOR
B SECTION
1/4" = 1'-0"
Jacobs
DEWATERING BUILDING
SECTIONS
CRESTVIEW WWTP
SOLIDS HANDLING IMPROVEMENTS
CITY OF CRESTVIEW
CRESTVIEW, FL
BUILDING MECHANICAL
VERIFY SCALE
DATE MARCH 2021
PROJ D3403200
DWG 40-M-3001
SHEET 54 of 76
BID DOCUMENTS
FILENAME: 40-M-3001-D3403200.dgn
PLOT DATE: 3/11/2021
PLOT TIME: 1:21:26 PM

(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.

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)**

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 | SLOPING AS NECESSARY | LF | 1,000 | $ 1.00 | $ 1,000.00 |
| B | SHORING/TRENCH BOX | LF | 1,000 | $ 1.00 | $ 1,000.00 |
| C | | | | $ | $ |
| D | | | | $ | $ |
| | | | | TOTAL: | $ 2,000.00 |

**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.

## BID SUMMARY

**TOTAL BASE BID**

**Bidder will complete the work in accordance with the Contract Documents for the following price:**

five million four hundred fifty one thousand + 00/cents. (In words) $ 5,451,000.00 (In numbers)

NAME OF BIDDER: J & P Construction Co., Inc. d/b/a Jamison Construction Company

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

**SOLE PROPRIETORSHIP**

_____ (SEAL)
(Individual's Signature)

_____ (SEAL)
(Individual's Name)

Doing Business as: _____

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida License No.: _____

**A PARTNERSHIP**

_____(SEAL)
(Partnership Name)

_____(SEAL)
(General Partner's Signature)

_____(SEAL)
(General Partner's Name)

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida License No.: _____

NAME OF BIDDER: J & P Construction Co., Inc. d/b/a Jamison Construction Company

**A CORPORATION**

J & P Construction Co., Inc.
(Corporation Name)

Alabama
(State of Incorporation)

By Robert C. Meriwether
(Name of Person Authorized to Sign)

Vice President
(Title)

RCM
(Authorized Signature)

(Corporate Seal)

Attest Carol Muir
(Secretary) Carol Muir

Business Address: P.O. Drawer 3147 Tuscaloosa, AL 35403
2550 39th Street Tuscaloosa, AL 35405

Phone No.: 205-345-6631

Fax No.: 205-345-6652

E-Mail Address: rmeriwether@jandpconstruction.com

Corporation President: Barry T. Atkinson

Florida License No.: CGC060077

NAME OF BIDDER: J & P Construction Co., Inc. d/b/a Jamison Construction Company

**A JOINT VENTURE**

By _____ (SEAL)
(Name)

_____
(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).

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

Surety's Name: Western Surety Company

Surety's Address: 151 N. Franklin Street

Chicago, IL 60606

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

Brett Ragland

801 N Orange Avenue #510

Orlando, FL 32801

## SCHEDULE OF MANUFACTURERS/SUPPLIERS

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/ suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see Paragraph 6.05 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Low Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or "or equal" is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.05 of the General Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.05 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitutions or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitutions or "or equal" items such as increased electrical requirements, larger buildings, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by the Contractor and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply any additional information on proposed substitutes or "or equal" items prior to Notice of Award.

## SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS

| Item No. | Equipment Item or Material | Specification Section No. | Base Bid Manufacturer/Supplier |
|---|---|---|---|
| 1. | Metal Building Systems | 13 34 19 | TBD |
| 2. | Low-Voltage Transformers | 26 22 00 | General Electric, Sq. D Co. Eaton/Cutler-Hammer |
| 3. | Low-Voltage Motor Control | 26 24 19 | Eaton/Cutler-Hammer GE Industrial, Schneider Electric/Sq. D, Allen-Bradley |
| 4. | Prestressed Concrete Storage Tank | 33 16 13 | Crom Corporation, Precon Corporation, PRELOAD LLC |
| 5. | High Speed Mechanical Floating Aerator | 44 42 13 | Aqua-Aerobics, Evoqua; Aqua, Aerator Solutions |
| 6. | Polymer Feed System Liquid | 44 44 63 | UGSI, Velodyne Prominent |
| 7. | Screw Conveyor System | 44 46 13 | SPIRAC, Keystone, KWS Jim Myer & Sons, Custom Conveyor |
| 8. | Belt Filter Press Dewatering Equipment | 44 46 16 | Alfa Laval BDP |

SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions, or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraph 6.05, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List that must be included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List and submitted at the time of Bid will be evaluated by the Engineer in accordance with the General Conditions.

SUBSTITUTION LIST OF
MANUFACTURERS/SUPPLIERS

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

| | Equipment Item Material | Drawing No. | Spec. Section | Substitute/"or equal" Manufacturer/Supplier (List One Only) | Proposed Price Deduct |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, J & P Construction Company, Inc. d/b/a Jamison Construction Company as Principal, and Western Surety Company ~~5,451,000.00~~ RCM. 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) 5,451,000.00 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 18th day of May, 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 City of Crestview.

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):

J & P Construction Company, Inc. d/b/a Jamison Construction Company

By: _____ (L.S.)
Robert C. Meriwether

Title: Vice President

Attest: _____
Signature and Title
Carol Muir Secretary/Treasurer

Surety (Print Full Name):

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (attach power of attorney)

Title: R. Forrest Fitts, Attorney-in-Fact

Attest: _____
Signature and Title Bonds/CSR

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**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**T Gary Fitts, J David Fitts, Charles F Horton Jr, Timothy L Donahue, R Forrest Fitts, Cheryl A Camak, Julie Tubbs, Jeffrey Hogg, Raven Davis, Individually**

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of October, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of October, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument: that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **18th** day of **May, 2021.**

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

**Authorizing By-Law**

## ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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
(print name of the public entity)

by Robert C. Meriwether-Vice President
(print individual's name and title)

for J & P Construction Co., Inc.
d/b/a Jamison Construction Company
(print name of entity submitting sworn statement)

whose business address is

P.O. Box 3147 Tuscaloosa, AL 35403

2550 39th Street Tuscaloosa, AL 35405

and (if applicable) its Federal Employer Identification Number (FEIN) is 63-0479050

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: n/a .)

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.

RCM

Robert C Meriwether (signature) Vice President

Sworn to and subscribed before me this 18 day of May, 2021.

Personally known ✓

OR Produced identification _____

_____
(type of identification)

Notary Public - State of ~~Florida~~ Alabama

My commission expires 2/26/2025

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

**END OF SECTION**

## Melinda

**From:** Robert Meriwether
**Sent:** Tuesday, May 11, 2021 12:53 PM
**To:** Melinda; Carol Muir; Stacey Burrage
**Subject:** Fwd: Crestview

Please print this email and be sure to include a copy of it with our bid.

Sent from my iPhone

Begin forwarded message:

> **From:** "Jernigan, Scott/PNS" <Scott.Jernigan@jacobs.com>
> **Date:** May 11, 2021 at 12:35:31 PM CDT
> **To:** Robert Meriwether <rmeriwether@jandpconstruction.com>
> **Cc:** Marc Bonifay <marcbonifay@cityofcrestview.org>
> **Subject: RE: Crestview**
>
> Robert,
> Use of an Alabama notary is fine.
> Thanks,
> -SLJ
>
> **From:** Robert Meriwether <rmeriwether@jandpconstruction.com>
> **Sent:** Tuesday, May 11, 2021 9:03 AM
> **To:** Jernigan, Scott/PNS <Scott.Jernigan@jacobs.com>
> **Subject:** [EXTERNAL] Crestview
>
> Scott,
>
> Can the "Florida" Notary Requirement be waived, and us be able to use any state notary, such as Alabama?
>
> Thanks,
> Robert

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Alabama

COUNTY OF Tuscaloosa

Robert C. Meriwether, being first duly sworn deposes and says that:

1. He (it) is the Vice President of J & P Construction Co., Inc. d/b/a Jamison Construction Company, 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 RCM
Robert C. Meriwether-Vice President

Sworn and subscribed to before me this 18 day of May, 2021, in the State of Alabama, County of Tuscaloosa.

Melinda Austen Notary Public

My Commission Expires: 2/26/25

END OF SECTION

**SECTION 00490**

**TRENCH SAFETY COMPLIANCE**

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 Florida) 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) and Estimated Cost

TRECH SAFETY WILL BE ADHERED TO AS NECESSARY FOR SAFE TRENCHING, SLOPING AND TRENCH BOXES WILL BE UTILIZED AS NECESSARY AS RCM

TWO THOUSAND DOLLARS AND ZERO CENTS
(Cost in Words)

TOTAL $ 2,000.00

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

Company Name: J & P Construction Co., Inc. d/b/a Jamison Construction Company

Date: May 18, 2021

By: RCM

Robert C. Meriwether-Vice President

POST OFFICE DRAWER 3147
TUSCALOOSA, ALABAMA 35403

CONSTRUCTION CO., INC.
CONTRACTORS AND ENGINEERS

TELEPHONE 205 / 345-6631
FAX 205 / 345-6652

To Whom It May Concern:

The Board of Directors of J & P Construction Co., Inc. hereby authorizes Robert C. Meriwether, Vice President, to submit the contract documents to the City of Crestview for WWTP Solids Handling Improvements on behalf of J & P Construction Co., Inc. d/b/a Jamison Construction Company.

Thomas D. Jamison, CEO, Director
P.O. Drawer 3147, Tuscaloosa, AL 35403

Barry T. Atkinson, President of Operations
P.O. Drawer 3147, Tuscaloosa, AL 35403

Robert C. Meriwether, Vice-President
P.O. Drawer 3147, Tuscaloosa, AL 35403

Carol Muir, Secretary/Treasurer
P.O. Drawer 3147, Tuscaloosa, AL 35403

Alabama
State of Incorporation

P.O. Drawer 3147, Tuscaloosa, AL 35403
Official Corporate Address

CRESTVIEW WWTP SOLIDS HANDLING IMPROVEMENTS

SECTION 00301

QUESTIONNAIRE

DATE: May 18, 2021

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW, FLORIDA**

NAME OF BIDDER: J & P Construction Co., Inc. d/b/a Jamison Construction Company

BUSINESS ADDRESS: P.O. Drawer 3147 Tuscaloosa, AL 35403; 2550 39th Street Tuscaloosa, AL 35405

Phone No. 205-345-6631

CONTRACTOR'S FLORIDA LICENSE NO. CGC060077

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?

   43 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)

   C.C. Williams Waste Water Treatment Plant in Mobile, AL was completed in March 2019. The owner is Mobile Water & Sewer System. The project consisted of an expansion including 4 new 120' diameter clarifiers, new headworks, new clarifier effluent P.S., new electrical building, piping, scada & new electrical.

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) 1) Destin Water Users

2) South Walton Utility Co., Inc.

3) City of Crestview

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

Yes and we do not anticipate any problems.

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

Yes. Electrical, HVAC, Prestressed Tanks and Metal Building

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

Crane, Excavator, Backhoe and Dozer

8. What equipment will you purchase for the work?

None.

9. What equipment will you rent for the work?

None.

**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****

| Firm Name, Address and Telephone Number | Trade | Estimated Dollar Amount |
|---|---|---|
| * Crom Corp. 250 S. W. 36th Terrace Gainesville, Fl 32607 352-372 3436 | Concrete tanks. | $600,000.00 |
| * WTP Contracting. 1000 Whitlock ave suite 300 Marietta, GA 30064 770-366 2749 | HVAC | $66,000. |
| * Moody's electric P.O. Box 1715 Baymintte, Al. 36507 251-937 0678 | electrical | $550,000. |
| *unknown at this time | metal building | $200,000. |
| * | | $ |
| * | | $ |

Use additional sheets if necessary.

**END OF SECTION**

Ron DeSantis, Governor

Halsey Beshears, 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

## JAMISON, THOMAS DAVID

JAMISON CONSTRUCTION COMPANY
2550 39TH STREET
TUSCALOOSA AL 35405

**LICENSE NUMBER: CGC060077**

**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.

# State of Florida
## Department of State

I certify from the records of this office that JAMISON CONSTRUCTION COMPANY is an Alabama corporation authorized to transact business in the State of Florida, qualified on June 5, 1978.

The document number of this corporation is 840782.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 1, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of April, 2021*

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Laurel M. Lee
*Secretary of State*

**Tracking Number: 1500049968CC**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 4880

TYPE: RENEWAL

# State Licensing Board for General Contractors

## THIS IS TO CERTIFY THAT

**J & P CONSTRUCTION CO INC**

**TUSCALOOSA, AL 35403**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

**BC-S: WASTE WATER TREATMENT PLANT, BC: BUILDING CONSTRUCTION, MU: MUNICIPAL AND UTILITY**

until **March 31, 2022** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

**29th** day of **March, 2021**

**171317**

SECRETARY-TREASURER

CHAIRMAN

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

the entity records on file in this office disclose that J. & P. Construction Co., Inc. was formed in Tuscaloosa County, Alabama on January 7, 1963. The Alabama Entity Identification number for this entity is 010-081. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**

04/26/2021

**Date**

J. H. Merrill

**John H. Merrill** **Secretary of State**

20210426000008040

# Job Experience Since 1994

| Project | Location | Completed | Contract |
|---|---|---|---|
| Demopolis WWTP Expansion | Demopolis, AL | 1994 | |
| Pace WWTP Renovation | Pace, FL | 1994 | |
| Hanna Steel Design-Build Facility | Tuscaloosa, AL | 1994 | |
| Smith Station WTP Expansion | Smith Station, AL | 1994 | |
| Long Beach WWTP | Long Beach, MS | 1994 | |
| Eglin AFB Scraper Project | Eglin AFB, FL | 1994 | |
| Eglin Forcemain Repair | Eglin AFB, FL | 1994 | |
| Tallassee WTP Renovation | Tallassee, AL | 1995 | |
| Eglin Lift Station | Eglin AFB, FL | 1995 | |
| Hanna Steel Equipment Foundation | Tuscaloosa, AL | 1995 | |
| Oneita Industries Facility | Fayette, AL | 1995 | |
| Wetumpka New WWTP Facility | Wetumpka, AL | 1996 | |
| Destin Water Users WWTP Renov. | Destin, FL | 1996 | |
| Bay Co. WTP Expansion | Panama City, FL | 1996 | |
| Bay Co. WTP Phase 1 Electrical | Panama City, FL | 1996 | |
| Bay Co. WTP Chem. Containment | Panama City, FL | 1996 | |
| Oneita Facility Expansion | Fayette, AL | 1996 | |
| Tuscaloosa P.S. Renovation | Tuscaloosa, AL | 1996 | |
| Amory WTP Filter Instrumentation | Amory, MS | 1996 | |
| DeFuniak Springs WWTP Expansion | DeFuniak Springs, FL | 1997 | |
| Gulf Shores WWTP Expansion | Gulf Shores, AL | 1997 | |
| Bay Co. WTP Washwater | Panama City, FL | 1997 | |
| Holley-Navarre WWTP Expansion | Navarre, FL | 1998 | |
| Prattville WWTP Digester | Prattville, AL | 1998 | |
| Fairhope WWTP Expansion | Fairhope, AL | 1998 | |
| Gulf Shores WTP | Gulf Shores, AL | 1998 | |
| Eglin Sewer Emergency Repair | Eglin AFB, FL | 1998 | |
| Okaloosa Backflow Preventers | Ft. Walton Beach, FL | 1999 | $ 279,000 |
| Bay Co. WTP Meter Project | Panama City, FL | 1999 | $ 97,000 |
| Garnier WWTP Digester | Panama City, FL | 1999 | $ 286,000 |
| ECUA Lift Station | Pensacola, FL | 1999 | $ 850,000 |
| Tiger Point WWTP Expansion | Gulf Breeze, FL | 1999 | $4,453,000 |
| Gulf Shores WWTP Yard Piping | Gulf Shores, AL | 1999 | $ 300,000 |
| Ft. Walton Beach Aerator Replace | Ft. Walton Beach, FL | 1999 | $ 105,000 |

| | | | |
|---|---|---|---|
| Leeds WWTP Expansion | Leeds, AL | 2000 | $ 1,600,000 |
| Pace WWTP Expansion | Pace, FL | 2000 | $ 2,120,000 |
| Northport Water Plant Expansion | Northport, AL | 2000 | $ 3,079,000 |
| ECUA SW Storage | Pensacola, FL | 2000 | $ 1,759,000 |
| South Walton WWTP | Miramar Beach, FL | 2000 | $ 2,067,000 |
| Marion WTP Upgrade | Marion, AL | 2000 | $ 1,069,000 |
| SWUC Contract 1 | Miramar Beach, FL | 2001 | $ 1,918,000 |
| SWUC Contact 5 | Miramar Beach, FL | 2001 | $ 2,200,000 |
| Ft. Walton Beach PS#1 | Ft. Walton Beach, FL | 2001 | $ 1,534,000 |
| Northport WWTP Drying Beds | Northport, AL | 2001 | $ 676,000 |
| Auburn WTP Expansion | Auburn, AL | 2001 | $ 3,514,000 |
| Destin WWTP Expansion | Destin, FL | 2001 | $ 1,360,000 |
| Dauphin Island WWTP Tank | Dauphin Island, AL | 2001 | $ 722,000 |
| Destin WWTP Phase 6 | Destin, FL | 2002 | $ 3,140,000 |
| Meridian New WWTP | Meridian, MS | 2002 | $ 2,400,000 |
| Shades Valley Odor Control | Birmingham, AL | 2002 | $ 2,400,000 |
| Fairpoint Bridge Pipe Hanger | Navarre, FL | 2002 | $ 908,000 |
| Bay Co. Prestressed Tank | Panama City, FL | 2002 | $ 689,000 |
| Destin Hwy 98 Watermain | Destin, FL | 2002 | $ 57,000 |
| Destin A-00 P.S. | Destin, FL | 2002 | $ 25,000 |
| Destin D-10 P.S. | Destin, FL | 2002 | $ 104,000 |
| Pell City WWTP Expansion | Pell City, AL | 2003 | $ 3,759,000 |
| Jackson Water Plant Expansion | Jackson, AL | 2003 | $ 4,795,000 |
| Apalachicola WTP | Apalachicola, FL | 2003 | $ 1,976,000 |
| Crystal Beach Sewer Project | Crystal Beach, FL | 2003 | $ 667,000 |
| Panama City Beach Reclaim P.S. | Panama City Beach, FL | 2003 | $ 2,787,000 |
| SWUC Phase 2 Water | Miramar Beach, FL | 2003 | $ 375,000 |
| Cottondale WWTP | Cottondale, FL | 2003 | $ 367,000 |
| Southside WWTP Expansion | Auburn, AL | 2004 | $ 6,190,000 |
| Holley-Navarre WWTP Expansion | Navarre, FL | 2004 | $ 2,969,000 |
| SWUC Contract 3 | Miramar Beach, FL | 2004 | $ 1,418,000 |
| DWU Contract 6 | Destin, FL | 2004 | $ 961,000 |
| DWU Contract 7 | Destin, FL | 2004 | $ 904,000 |
| Hanna Steel Recut Building | Tuscaloosa, AL | 2004 | $ 660,000 |
| Hanna Steel Splitter Building | Tuscaloosa, AL | 2005 | $ 712,000 |
| Putnam WTP Renovation | Birmingham, AL | 2005 | $ 4,010,000 |
| Carrabelle Prestressed Tank | Carrabelle, FL | 2005 | $ 705,000 |

| | | | |
|---|---|---|---|
| Bay Co. Sewer | Panama City, FL | 2005 | $ 217,000 |
| Carrabelle WWTP | Carrabelle, FL | 2005 | $ 8,811,000 |
| Pace Dewatering Facility | Pace, FL | 2005 | $ 722,000 |
| Milton WWTP Expansion | Milton, FL | 2006 | $10,667,000 |
| Destin C-00 | Destin, FL | 2006 | $ 950,000 |
| Destin D-10 Forcemain | Destin, FL | 2006 | $ 2,000,000 |
| Destin Bay Ct. Sewer | Destin, FL | 2006 | $ 217,000 |
| Freeport WWTP | Freeport, FL | 2006 | $ 1,826,000 |
| Boaz WWTP Contract B | Boaz, AL | 2006 | $ 2,705,000 |
| Boaz WWTP Contract C | Boaz, AL | 2006 | $ 3,382,000 |
| Milton Reject Tank | Milton, FL | 2006 | $ 2,384,000 |
| Crestview Lift Station | Crestview, FL | 2006 | $ 870,000 |
| Destin Operations Enhancements | Destin, FL | 2006 | $ 348,000 |
| Vernon WWTP | Vernon, FL | 2006 | $ 4.131.000 |
| Northport WWTP Expansion | Northport, AL | 2007 | $ 5,574,000 |
| Crestview WWTP Expansion | Crestview, FL | 2007 | $ 7,780,000 |
| Milton Screen Installation | Milton, FL | 2007 | $ 136,000 |
| Mary Esther WWTP Expansion | Mary Esther, FL | 2007 | $ 2,469,000 |
| Ground Storage Prestressed Tank | Mobile, AL | 2007 | $ 283,000 |
| ECUA Bayou Marcus Filter | Pensacola, FL | 2008 | $ 343,000 |
| Holley-Navarre WWTP Expansion | Navarre, FL | 2008 | $ 5,168,000 |
| Boaz Bruce Road P.S. | Boaz, AL | 2008 | $ 139,000 |
| St. Andrews WWTP Expansion | Panama City Beach, FL | 2008 | $ 1,885,000 |
| SWUC WWTP Contract III | Miramar Beach, FL | 2008 | $ 1,255,000 |
| Beauregard Prestressed Tank | Beauregard, AL | 2008 | $ 390,000 |
| DWU P-41 Forcemain | Destin, FL | 2008 | $ 525,000 |
| DWU P-41 Lift Station | Destin, FL | 2008 | $ 349,000 |
| SWUC WWTP Major Expansion | Miramar Beach, FL | 2009 | $16,516,000 |
| JCUA S28/S29 WWTP Expansions | Gautier, MS | 2009 | $ 5,573,000 |
| ECUA Bayou Marcus Aerator | Pensacola, FL | 2009 | $ 856,000 |
| Columbus WWTP Renovation | Columbus, MS | 2009 | $ 3,701,000 |
| Bob Sikes WWTP Expansion | Crestview, FL | 2009 | $ 4,986,000 |
| Diamondhead WWTP Repairs | Diamondhead, MS | 2009 | $ 623,000 |
| Prestressed Tank | Dauphin Island, AL | 2009 | $ 740,000 |
| Prestressed Tank | Orange Beach, AL | 2009 | $ 368,000 |
| Selma WWTP | Selma, AL | 2010 | $ 3.483,000 |
| SWUC Wetlands | Miramar Beach, FL | 2010 | $ 2,748,000 |

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|---|---|---|---|
| Orange Beach Headworks | Orange Beach, AL | 2010 | $ 1,423,000 |
| Dauphin Island RO Plant & FM | Dauphin Island, AL | 2011 | $ 5.509.000 |
| Birmingham WTP Expansion | Birmingham, AL | 2011 | $ 900,000 |
| SCUA S9 New WWTP | McHenry, MS | 2011 | $ 8,973,000 |
| DWU Commons | Destin, FL | 2011 | $ 1,153,000 |
| DWU ASR Project | Destin, FL | 2011 | $ 953,000 |
| Enterprise WWTP Expansion | Enterprise, AL | 2012 | $10,808,000 |
| Golden Triangle WWTF | Columbus, MS | 2012 | $ 6,950,000 |
| D'Iberville New WWTP | D'Iberville, MS | 2012 | $13,621,000 |
| Phenix City WWTP Renovation | Phenix City, AL | 2013 | $ 589,000 |
| Golden Triangle New WTP | Columbus, MS | 2013 | $ 2,100,000 |
| Belforest WTP | Daphne, AL | 2013 | $ 1,412,000 |
| Auburn Clearwell & Pumps | Auburn, AL | 2013 | $ 3,347,000 |
| Clanton Water Plant Renovation | Clanton, AL | 2013 | $ 1,897,000 |
| Oxford WTP | Oxford, MS | 2013 | $ 1,100,000 |
| DWU Renovations | Destin, FL | 2013 | $ 925,000 |
| Lake Ogletree RW Intake | Auburn, AL | 2014 | $ 4,797,000 |
| ECUA Bayou Marcus Headworks | Pensacola, FL | 2014 | $ 4,348,000 |
| Oak Grove Booster P.S. | Oak Grove, AL | 2014 | $ 1,637,000 |
| Forest WWTP Renovations | Forest, MS | 2014 | $ 2,340,000 |
| Ozark WWTP Renovations | Ozark, AL | 2014 | $ 2.268,000 |
| Sedimentation Basin & Filters | Scottsboro, AL | 2015 | $ 811,000 |
| Fairhope WWTP Expansion | Fairhope, AL | 2015 | $10,825,000 |
| Sludge Dewatering Improvements | Dothan, AL | 2015 | $ 1,607,000 |
| Phenix City WWTP Modifications | Phenix City, AL | 2016 | $ 3,262,000 |
| Mossy Head New WWTF | Mossy Head, FL | 2016 | $ 4,396,000 |
| Knowlton WTP Filter Renovations | Anniston, AL | 2016 | $ 5,133,000 |
| Tupelo Chemical Feed System | Tupelo, MS | 2016 | $ 2,986,000 |
| SWUC Sewer Improvements | Miramar Beach, FL | 2016 | $ 2,052,000 |
| DWU Reject Pond | Destin, FL | 2016 | $ 582,000 |
| Hanna Steel Building Addition | Tuscaloosa, AL | 2016 | $ 104,000 |
| DWU Reject Flow Diversion | Destin, FL | 2017 | $ 88,000 |
| Northport WWTP Pump Addition | Northport, AL | 2017 | $ 258,000 |
| SWUC Wellfield Forcemain | Freeport, FL | 2017 | $ 552,000 |
| CC Williams Headworks & Clarifiers | Mobile, AL | 2018 | $27,075,000 |
| Seacrest Headworks | Seacrest, FL | 2018 | $ 1,433,000 |
| Wright Smith WWTP Trickling Filter | Mobile, AL | 2018 | $ 202,000 |

| | | | |
|---|---|---|---|
| Cullman WWTP Tertiary Filter | Cullman, AL | 2018 | $ 2,512,000 |
| Oneonta WWTP Renovation | Oneonta, AL | 2018 | $ 125,000 |
| Weyerhauser Sludge Pond | Millport, AL | 2018 | $ 207,000 |
| DWU Tertiary Filter | Destin, FL | 2018 | $ 246,000 |
| DWU Sewer Renovations | Destin, FL | 2018 | $ 528,000 |
| DWU SSES Sewer 2018 | Destin, FL | 2018 | $ 527,000 |
| SWUC Sludge Centrifuge | Miramar Beach, FL | 2018 | $ 183,000 |
| SWUC Sewer and Manholes | Miramar Beach, FL | 2018 | $ 170,000 |
| Halls Mill SWAB | Mobile, AL | 2019 | $ 7,639,000 |
| Pelham P.S. Renovations | Pelham, AL | 2019 | $ 1,174,000 |
| Lake Forest Aeration Improvements | Daphne, AL | 2019 | $ 241,000 |
| Windscape P.S. Improvements | Daphne, AL | 2019 | $ 90,000 |
| Bridge Pipe Hanger Relocations | Navarre, FL | 2019 | $ 156,000 |
| Betts Water Plant Improvements | Opelika, AL | 2019 | $ 714,000 |
| DWU Oxidation Ditch Modifications | Destin, FL | 2019 | $ 1,082,000 |
| DWU Headworks Renovation | Destin, FL | 2019 | $ 72,000 |
| DWU Hwy 98 Sewer Relocations | Destin, FL | 2019 | $ 4,598,000 |
| DWU SSES Sewer 2019 | Destin, FL | 2019 | $ 363,000 |
| SWUC Hwy 98 Sewer Relocation | Miramar Beach, FL | 2019 | $ 201,000 |
| Arbennie Pritchett WRF Expansion | Ft. Walton Beach, FL | 2020 | $ 2,970,000 |
| Town Creek WWTF Clarifier | Jasper, AL | 2020 | $ 2,051,000 |
| Town Creek RAS P.S. | Jasper, AL | 2020 | $ 575,000 |
| Freeport Sewer Utilities | Freeport, FL | 2020 | $ 2,824,000 |

# CURRENT PROJECTS

| | |
|---|---|
| Blower Replacement | City of DeFuniak Springs<br>DeFuniak Springs, FL |
| DWU Headworks | Destin Water Users, Inc.<br>Destin, FL |
| DWU Reclaim Expansion Ph. II- | Destin Water Users, Inc.<br>Destin, FL |
| DWU SSES (Year 4) | Destin Water Users, Inc.<br>Destin, FL |
| Calhoun County Water Filter Plant | Calhoun County Water Authority<br>Alexandria, AL |
| Daphne Tertiary Filters & UV | Daphne Utilities<br>Daphne, AL |
| Pace EPS/BPS | Pace Water System<br>Pace, FL |
| Graceville WWTP Upgrade | City of Graceville<br>Graceville, FL |
| Tyndall Air Force Base | USACE-Mobile District<br>Tyndall AFB, FL |
| Military Point UV Disinfection | Bay County Board of Commissioners<br>Panama City, FL |

# REQUIRED ATTACHMENTS:

# Financial Statement Attached to Bid Folder

SECTION 00302

REFERENCES

**Project Name: City of Crestview**

| OWNER | CONTACT PERSON | TELEPHONE NUMBER |
|---|---|---|
| Destin Water Users | Monica Autrey | 850-337-3945 |
| South Walton Utility Co., Inc. | Alicia Keeter | 850-837-2988 |
| City of Alabaster | Laura Koon | 205-663-6155 |
| Dauphin Island Water & Sewer Authority | Vaile Femster | 251-861-2363 |

SECTION 00303

SIMILAR PROJECTS

**Project Name:** City of Crestview

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:** Ernest E. Jones WWTP Biosolid Improvements-Starkville, MS
OWNER'S NAME: City of Starkville
CONTACT: Jacob Forrester PHONE: 662-722-0238
PROJECT DESCRIPTION: New biosolids dewatering facility included screw press dewatering equipment, new solar facility, replaced rotor aerators, new eletrical building and associated concrete paving.
ORIGINAL CONTRACT AMOUNT: $ 7,723,000.00
FINAL CONTRACT AMOUNT: $ 7,723,200.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: No change orders; $7,723,200.00
ORIGINAL CONTRACT TIME (Substantial Completion): 375 days
ACTUAL TIME TO COMPLETE (Substantial Completion): 425 days
OTHER RELEVANT INFORMATION: Additional work added by allowance

**PROJECT NAME:** DWU U.S. HWY 98 Utilities Relocation-Destin, FL
OWNER'S NAME: Destin Water Users, Inc.
CONTACT: Monica Autrey PHONE: 850-337-3945
PROJECT DESCRIPTION: Removal and relocation of water, reuse and force mains ahead of the U.S. Highway 98 Expansion project for Okaloosa County. Project consisted of major utility relocations, insertion valves, dewatering and deep trenching to accomodate upcoming infrastructure with the highway expansion.
ORIGINAL CONTRACT AMOUNT: $ 3,932,450.00
FINAL CONTRACT AMOUNT: $ 4,559,063.25
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 5 change orders; $ 626,613.25
ORIGINAL CONTRACT TIME (Substantial Completion): 677 days
ACTUAL TIME TO COMPLETE (Substantial Completion): 670 days
OTHER RELEVANT INFORMATION:

**PROJECT NAME:** Cullman WWTP Tertiary Filter Installation-Cullman, AL
OWNER'S NAME: The City of Cullman
CONTACT: Jeff Adams PHONE: 256-739-2410
PROJECT DESCRIPTION: Construction of two new cast in place, concrete tanks and installation of new aqua mega disc filters. Included 24" influent & effluent ductile piping. Scabs for new pumps, preengineered metal building canopies, electrical, yard piping, asphalt paving and misc. finishes related to the project.
ORIGINAL CONTRACT AMOUNT: $ 2,495,000.00
FINAL CONTRACT AMOUNT: $ 2,512,312.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 1 change order; $17,312.00
ORIGINAL CONTRACT TIME (Substantial Completion): 400 days
ACTUAL TIME TO COMPLETE (Substantial Completion): 400 days
OTHER RELEVANT INFORMATION:

**PROJECT NAME:** C.C. Williams Waste Water Treatment Plant-Mobile, AL
OWNER'S NAME: Mobile Water & Sewer System
CONTACT: Mike Sims PHONE: 251-694-3191
PROJECT DESCRIPTION: Expansion included 4 new 120' diameter clarifiers, new headworks, new clarifier effluent P.S., new electrical building, piping, scada and new electrical.

ORIGINAL CONTRACT AMOUNT: $ 26,500,000.00
FINAL CONTRACT AMOUNT: $ 27,075,358.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 7 change orders; $ 575,358.00
ORIGINAL CONTRACT TIME (Substantial Completion): 1,052 days
ACTUAL TIME TO COMPLETE (Substantial Completion): 1,052 days
OTHER RELEVANT INFORMATION:

**PROJECT NAME:** Arbennie Pritchett WRF Expansion-Fort Walton Beach, FL
OWNER'S NAME: Okaloosa County Water & Sewer
CONTACT: Darren Alford PHONE: 850-651-7171
PROJECT DESCRIPTION: New chlorine contact chamber, new effluent P.S., new tertiary filter, new electrical building, piping, electrical and controls.

ORIGINAL CONTRACT AMOUNT: $ 2,970,000.00
FINAL CONTRACT AMOUNT: $ 2,940,000.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 1 change order; $ 30,000.00
ORIGINAL CONTRACT TIME (Substantial Completion): 396 days
ACTUAL TIME TO COMPLETE (Substantial Completion): 396 Days
OTHER RELEVANT INFORMATION:

**PROJECT NAME:** Mosseyhead WWTF-DeFuniak Springs, FL
OWNER'S NAME: Board of County Commissioners Central Purchasing
CONTACT: Greg Graham PHONE: 850-892-8108
PROJECT DESCRIPTION: A new wastewater plant including headworks, aerator basin, UV disinfection, pumps, piping, electrical, new operations building, and drip field effluent disposal.

ORIGINAL CONTRACT AMOUNT: $ 4,397,000.00
FINAL CONTRACT AMOUNT: $ 4,396,004.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: 1 change order; $996.00
ORIGINAL CONTRACT TIME (Substantial Completion): 425 days
ACTUAL TIME TO COMPLETE (Substantial Completion): 415 days
OTHER RELEVANT INFORMATION:

Section 00310

## DRUG-FREE WORK PLACE

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that
J & P Construction Co., Inc.
d/b/a Jamison Construction Company 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 _____
Robert C. Meriwether Proposer's Signature Vice President

May 18, 2021
Date

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

ORIGINAL

SECTION 00300

BID FORM

SUBMITTED: 5/18/2021
Date

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW SOLIDS HANDLING IMPROVEMENTS**

NAME OF BIDDER: Sawcross, Inc.

BUSINESS ADDRESS: 10970 New Berlin Road, Jacksonville, FL 32226

Phone No.: (904) 751-7500 Fax No.: (904) 751-0600

E-Mail Address: markh@sawcross.com

CONTRACTOR'S FLORIDA LICENSE NO.: CGC036203

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. | 1 | Dated 4/29/21; | No. _____ | Dated _____ | |
| No. | 2 | Dated 5/13/21; | No. _____ | Dated _____ | |
| No. | 3 | Dated 5/14/21; | 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.

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)**

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 | SLOPED SIDES | LF | 200 | $ 10.00 | $ 2000 00 |
| B | TRENCH BOX | LF | 300 | $ 20.00 | $ 6000 00 |
| C | | | | $ | $ |
| D | | | | $ | $ |
| | | | | TOTAL: | $ 8000 00 |

**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.

## BID SUMMARY

**TOTAL BASE BID**

**Bidder will complete the work in accordance with the Contract Documents for the following price:**

Four Million Four Hundred Seventy-three Thousand Dollars $ 4,473,000.
(In words) (In numbers)

NAME OF BIDDER: Sawcross, Inc.

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 License No.: _____

**A PARTNERSHIP**

N/A (SEAL)
(Partnership Name)

_____(SEAL)
(General Partner's Signature)

_____(SEAL)
(General Partner's Name)

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida License No.: _____

NAME OF BIDDER: Sawcross, Inc.

**A CORPORATION**

Sawcross, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By Mark Hickinbotham
(Name of Person Authorized to Sign)

President
(Title)

(Authorized Signature)

(Corporate Seal)

Attest Frances Hickinbotham
(Secretary)

Business Address: 10970 New Berlin Road

Jacksonville, FL 32226

Phone No.: (904) 751-7500

Fax No.: (904) 751-0600

E-Mail Address: markh@sawcross.com

Corporation President: Mark Hickinbotham

Florida License No.: CGC036203

NAME OF BIDDER: Sawcross, Inc.

**A JOINT VENTURE**

By N/A (SEAL)
(Name)

(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).

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

Surety's Name: CNA Surety - Western Surety Company

Surety's Address: 500 Colonial Center Pkwy - 4th Floor
Lake Mary, FL 32746
(407) 804-4997

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

Guignard Company
1904 Boothe Circle, Longwood, FL 32750
(407) 834-0022 - Mr. Bryce Guignard

## SCHEDULE OF MANUFACTURERS/SUPPLIERS

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/ suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see Paragraph 6.05 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Low Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or "or equal" is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.05 of the General Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.05 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitutions or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitutions or "or equal" items such as increased electrical requirements, larger buildings, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by the Contractor and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply any additional information on proposed substitutes or "or equal" items prior to Notice of Award.

## SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS

| Item No. | Equipment Item or Material | Specification Section No. | Base Bid Manufacturer/Supplier |
|---|---|---|---|
| 1. | Metal Building Systems | 13 34 19 | (1) NUCOR |
| 2. | Low-Voltage Transformers | 26 22 00 | (2) EATON |
| 3. | Low-Voltage Motor Control | 26 24 19 | (3) EATON |
| 4. | Prestressed Concrete Storage Tank | 33 16 13 | (4) CROM |
| 5. | High Speed Mechanical Floating Aerator | 44 42 13 | (5) Aqua Aerobics |
| 6. | Polymer Feed System Liquid | 44 44 63 | (6) Prominent |
| 7. | Screw Conveyor System | 44 46 13 | (7) Jim Meyers & Sons |
| 8. | Belt Filter Press Dewatering Equipment | 44 46 16 | (8) ALFA-LAVAL |

SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions, or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraph 6.05, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List that must be included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List and submitted at the time of Bid will be evaluated by the Engineer in accordance with the General Conditions.

SUBSTITUTION LIST OF
MANUFACTURERS/SUPPLIERS

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

| | Equipment Item Material | Drawing No. | Spec. Section | Substitute/"or equal" Manufacturer/Supplier (List One Only) | Proposed Price Deduct |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |

END OF SECTION

SECTION 00301

QUESTIONNAIRE

DATE: 5/18/2021

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW, FLORIDA**

NAME OF BIDDER: Sawcross, Inc.

BUSINESS ADDRESS: 10970 New Berlin Road, Jacksonville, FL 32226

Phone No. (904) 751-7500

CONTRACTOR'S FLORIDA LICENSE NO. CGC036203

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?

   29 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)

   Please refer to the enclosed project information sheets

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) Jacksonville Electric Authority

City of Green Cove Springs

St Johns County

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

Yes - No anticipated problems

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

Yes - Prestressed Tanks, Electrical and Instrumentation

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

Please refer to the enclosed equipment list

8. What equipment will you purchase for the work?

None

9. What equipment will you rent for the work?

None

**END OF SECTION**

SAWCROSS
Contractors & Engineers
CGC 036203 EB8465

## CURRENT COMPANY OWNED EQUIPMENT LIST as of 5/18/2021

| EQUIPMENT DESCRIPTION | AVAILABLE FOR PROJECT | EQUIPMENT DESCRIPTION | AVAILABLE FOR PROJECT | EQUIPMENT DESCRIPTION | AVAILABLE FOR PROJECT |
|---|---|---|---|---|---|
| 2004 420DIT BACKHOE LOADER CATERPILLAR | X | CATERPILLAR FUSIONFORK 72" | X | 2019 JOHN DEERE 3038E TRACTOR W/ WEIGHTS & | X |
| 2004 420DIT BACKHOE LOADER CATERPILLAR | X | TRENCH-IT TRENCHER 3' BOOM 6' DOUBLE CUP | X | CATERPILLAR 289D3CL2 SKID STEER | X |
| 2005 420DIT BACKHOE LOADER | X | CAT FUSION RAKE | X | CATERPILLAR 420 IT 1.25YD3 BUCKET | X |
| 2006 420EIT BACKHOE LOADER | X | 2018 JOHN DEERE 825MB GATOR | X | JLG 20 MVL MANLIFT | X |
| 2014 420F BACKHOE LOADER CATERPILLAR | X | CATERPILLAR 257D SKID STEER | X | JOHN DEERE 825MB GATOR x3 | X |
| 2015 420F BACKHOE LOADER CATERPILLAR | X | 4" DOUBLE DIAPHRAGM PUMP | X | CATERPILLAR TL1055D TELEHANDLER | X |
| 2015 420F BACKHOE LOADER CATERPILLAR | X | BRIDGEPORT 2HP VERTICAL MILLING MACHINE | X | CATERPILLAR 289D3CL2 SKID STEER W/ CARRIAGE & | X |
| 2005 CATERPILLAR TRACTOR D3GLGP | X | SMALL LINE SL4DDP-KE SUBMERSIBLE PUMP | X | 2019 RICE-HYDRO HYDROSTATIC TEST PUMP x3 | X |
| KOMATSU HYDRAULIC EXCAVATOR | X | CATERPILLAR TL1255D TELEHANDLER | X | 6" DOUBLE DIAPHRAGM PUMP W/ HATZ DIESEL ENGINE | X |
| KOMATSU PC210LC-10 TRACK EXCAVATOR | X | 2018 GWALKER CNGV-2 ELECTRIC CONCRETE | X | 2018 CATERPILLAR H95ES EXCAVATOR HYDRAULIC | X |
| CATERPILLAR 305ECR MINI EXCAVATOR | X | (3) ATLAS COPCO PNEUMATIC BREAKERS | X | 2018 CATERPILLAR 299D2 XPS 2 SPEED HIGH FLOW | X |
| VOLVO ECR38 MINI EXCAVATOR | X | 2 CY SELF-DUMPING HOPPER | X | 2014 CATERPILLAR TL943C 9000LB | X |
| VOLVO ECR38 MINI EXCAVATOR | X | WACKER PTS4 4 INCH PUMP | X | 2016 LAY-MOR SM300 BROOM | X |
| 2003 TELESCOPIC FORKLIFT | X | 2014 WACKER PTS2400 2 INCH SUBMERSIBLE PUMP | X | 2019 HAMM HD12VV TANDEM VIBRATORY ROLLER | X |
| 2013 CATERPILLAR TL642C TELESCOPIC FORKLIFT | X | 2016 CATERPILLAR D5K2 LGP CRAWLER TRACTOR | X | 20107 CATERPILLAR 308E2CR MIDI EXCAVATOR x3 | X |
| 2006 GENIE LIFT W/ TRAILER MODEL TZ50 | X | 2018 BOMAG BW177D-5 VIBRATORY ROLLER | X | BRADCO 1.75 CU YD x 96" TELEHANDLER BUCKET | X |
| 2005 Z4525 MANLIFT | X | 2016 DOOSAN BXR300H PLATE COMPACTOR | X | 2019 JOHN DEERE GATOR MODEL XUV835M x2 | X |
| 2013 TL943C CATERPILLAR TRACKHOE | X | 2015 DOOSAN DX600H WALK BEHIND ROLLER x2 | X | 2014 GENIE GS5390RT 4X4 SCISSORLIFT | X |
| KOMATSU 228 TRACKHOE | X | CATERPILLAR 289DCL2 SKID STEER | X | 2013 GENIE GR12 ELECTRIC PERSONAL BOOM LIFT | X |
| DOOSAN D45S-7 DIESEL FORKLIFT | X | 2020 GENIE ARTICULATED BOOM LIFT | X | | |

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****

| Firm Name, Address and Telephone Number | Trade | Estimated Dollar Amount |
|---|---|---|
| * Moodys Electric Baymeadows, FL | Electrical | $ 568,000. |
| * Crom Deerfield, FL | Prestressed Tanks | $ 600,000. |
| * C2I Smyrna, GA | I & C | $ 50,000. |
| * Hill Enterprises Pensacola, FL | Overhead Doors | $ 39,000. |
| * | | $ |
| * | | $ |

Use additional sheets if necessary.

**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****

| Firm Name, Address and Telephone Number | Trade | Estimated Dollar Amount |
|---|---|---|
| * | | |
| * | | $ |
| * | | $ |
| * | | $ |
| * | | $ |
| * | | $ |
| * | | $ |

Use additional sheets if necessary.

**END OF SECTION**

Ron DeSantis, Governor

Halsey Beshears, 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

## HICKINBOTHAM, MARK EDWARD

SAWCROSS INC
10970 NEW BERLIN ROAD
JACKSONVILLE FL 32226-2270

**LICENSE NUMBER: CGC036203**

**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.

**2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# V55559

**Entity Name:** SAWCROSS, INC.

**Current Principal Place of Business:**

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270

**Current Mailing Address:**

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270 US

**FEI Number: 59-3136689**

**FILED**
**Jan 06, 2021**
**Secretary of State**
**5170047191CC**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | |
|---|---|
| Title | D |
| Name | HICKINBOTHAM, MARK E |
| Address | 8127 WEKIVA LANE |
| City-State-Zip: | JACKSONVILLE FL 32256 |

| | |
|---|---|
| Title | VP |
| Name | HICKINBOTHAM, FRANCES E |
| Address | 8127 WEKIVA LANE |
| City-State-Zip: | JACKSONVILLE FL 32256 |

| | |
|---|---|
| Title | S |
| Name | HICKINBOTHAM, FRANCES E |
| Address | 8127 WEKIVA LANE |
| City-State-Zip: | JACKSONVILLE FL 32256 |

| | |
|---|---|
| Title | P |
| Name | HICKINBOTHAM, MARK E |
| Address | 8127 WEKIVA LANE |
| City-State-Zip: | JACKSONVILLE FL 32256 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: MARK HICKINBOTHAM PRESIDENT 01/06/2021

Electronic Signature of Signing Officer/Director Detail — Date

SECTION 00302

REFERENCES

**Project Name: City of Crestview**

| OWNER | CONTACT PERSON | TELEPHONE NUMBER |
|---|---|---|
| Jacksonville Electric Authority | Allan Boree | (904) 203-1090 |
| City of Eustis, FL | Rick Gierok, P.E. | (352) 483-5480 |
| BOCC of St. Johns County | Teri Pinson, P.E. | (904) 466-5511 |
| City of Green Cove Springs, FL | Scott Schultz | (904) 219-7540 |

SECTION 00303

SIMILAR PROJECTS

**Project Name:** City of Crestview

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:** Eastern Wastewater Treatment Plant Expansion
OWNER'S NAME: City of Eustis, FL, Purchasing Department, City Hall
CONTACT: Rick Gierok, P.E. PHONE: (352) 483-5480
PROJECT DESCRIPTION: Please refer to the enclosed project information sheet

ORIGINAL CONTRACT AMOUNT: $ $7,454,000.00
FINAL CONTRACT AMOUNT: $ $7,501,069.66
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: $47,069.66
ORIGINAL CONTRACT TIME (Substantial Completion): July, 2018
ACTUAL TIME TO COMPLETE (Substantial Completion): June, 2018
OTHER RELEVANT INFORMATION: N/A

**PROJECT NAME:** City of Kingslnd WWTF Renovations
OWNER'S NAME: City of Kingsland
CONTACT: PHONE:
PROJECT DESCRIPTION: Please refer to the enclosed project information sheet

ORIGINAL CONTRACT AMOUNT: $ 3,428,000.00
FINAL CONTRACT AMOUNT: $ 3,428,000.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: $0.00
ORIGINAL CONTRACT TIME (Substantial Completion): November 2020
ACTUAL TIME TO COMPLETE (Substantial Completion): November 2020
OTHER RELEVANT INFORMATION: N/A

**PROJECT NAME:** US-1 South Re-Pump & Booster Pump Station
OWNER'S NAME: Jacksonville Electric Authority
CONTACT: Brian Philips PHONE: (904) 665-7625
PROJECT DESCRIPTION: Please refer to the enclosed project information sheet

ORIGINAL CONTRACT AMOUNT: $ 7,155,363.00
FINAL CONTRACT AMOUNT: $ 7,155,363.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: $0.00
ORIGINAL CONTRACT TIME (Substantial Completion): March 2020
ACTUAL TIME TO COMPLETE (Substantial Completion): September 2019
OTHER RELEVANT INFORMATION: N/A

**PROJECT NAME:** DEP SRF Harbor Road Wastewater Treatment Facility, Phase 1
OWNER'S NAME: City of Green Cove Springs, Florida
CONTACT: Scott Schultz PHONE: (904) 219-7540
PROJECT DESCRIPTION: Please refer to the enclosed project information sheet

ORIGINAL CONTRACT AMOUNT: $ 3,407,385.00
FINAL CONTRACT AMOUNT: $ 3,407,385.00
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: $0.00
ORIGINAL CONTRACT TIME (Substantial Completion): May 2020
ACTUAL TIME TO COMPLETE (Substantial Completion): May 2020
OTHER RELEVANT INFORMATION: N/A

**PROJECT NAME:** Tynes Reclaim Water Pumping Facility
OWNER'S NAME: Clay County Utility Authority
CONTACT: Chris Nazworth PHONE: (904) 219-2768
PROJECT DESCRIPTION: Please refer to the enclosed project information sheet

ORIGINAL CONTRACT AMOUNT: $ 3,575,000.00
FINAL CONTRACT AMOUNT: $ 3,054,855.91
NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: - $520,144.09
ORIGINAL CONTRACT TIME (Substantial Completion): July 2020
ACTUAL TIME TO COMPLETE (Substantial Completion): July 2020
OTHER RELEVANT INFORMATION: N/A

**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:

# Eastern Wastewater Treatment Plant Expansion

Eustis, FL

The project included the construction of a 1.0-MGD expansion to the existing 0.3-MGD Eastern Wastewater Treatment Plant for the City of Eustis. The project includes a 1.0-MGD parallel train including a Screening Structure, Master Submersible Influent Pump Station with two 1500 gpm submersible pumps, MLE Process Basins, Clarifiers, Filters, Chlorine Contact Chamber, Effluent Transfer Pump Station with two 1500 gpm vertical turbine reclaim water pumps, three (3) 6" return activated sludge pumps, Hypochlorite System, Blower/Electrical Building, and associated piping, site work, paving, grading, equipment, variable seed drives, electrical including service entrance and an emergency power generator and fuel storage tank, instrumentation and controls (I&C) including instruments and SCADA, and miscellaneous appurtenances necessary for system operation, Work consists of furnishing all labor, equipment, and materials for the construction of the facilities. Due to immediate need for additional capacity, a unique design approach was necessary to expedite the project schedule, which led to the project preliminary design and final design being completed within seven months. Additionally, the construction was required to be completed within one year and pre-purchase of long lead equipment was done to expedite the construction.

**OWNER**
City of Eustis,
Purchasing Department, City Hall
10 North Grove Street,
3rd Floor
Eustis, FL 32726
Rick Gierok, P.E.
(352) 483-5480 office
(321) 388-7485 mobile
gierokr@ci.eustis.fl.us

**ENGINEER**
Reiss Engineering, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708
Scott Hoxworth, P.E.
(407) 679-5358
swhoxworth@reisseng.com

**Project Type**
Bid/Build

**Original Contract Amount**
$7,454,000.00

**Final Contract Amount**
$7,501,069.66

**Notice To Proceed Date**
March 2017

**Contract Substantial Completion**
July 2018

**Actual Substantial Completion**
June 2018

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

# City of Kingsland WWTF Renovations

Kingsland, GA

The project consisted of the replacement of bar screen at headworks; replacement of existing aeration and mixing equipment in the Orbal basin, including modifications to structure; replacement of secondary clarifier mechanisms and walkways; replacement of sludge pumps and piping including modifications to existing pump room; modifications to aerobic digester, including mixer replacement; addition of diffuser assemblies at SBR system; rehabilitation of existing piping; and electrical and SCADA upgrades. In addition, work shall include demolition and removal of existing equipment, any electrical and mechanical services, conduit, wiring, equipment and fixtures, connection to existing piping and structures, providing temporary generator power as needed, and all other incidental items as required to complete the work.

**OWNER**
City of Kingsland, Georgia
Kingsland City Hall
107 South Lee Street
Kingsland, GA 31548
Robby Drawdy
Superintendent
960 S Grove Blvd
PO Box 250
Kingsland, GA 31548
(912) 729-2041
rdrawdy@kingslandgeorgia.com

**ENGINEER**
Carter & Sloope, Inc. Consulting Engineers
6310 Peake Road
Macon, GA 31210
Jared Wozny, P.E.
(478) 477-3923
jwozny@cartersloop.com

**Project Type**
Bid/Build

**Original Contract Amount**
$3,428,000.00

**Final Contract Amount**
$3,428,000.00

**Notice To Proceed Date**
November 2019

**Contract Substantial Completion**
November 2020

**Actual Substantial Completion**
November 2020

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

# US-1 South Re-Pump & Booster Pump Station

Jacksonville, Florida

Project consisted of the construction of a new 3,044 square foot split-face block building which will include a booster pump room booster pump building including electrical room, restroom, and storage room. Five 2,400 gpm horizontal split case pumps (2 re-pump and 3 booster pumps), duplex grinder pump station, sump pump, process piping, valves, and appurtenances, motor-operated 3-ton bridge crane, HVAC system including fans, louvers, and associated duct work, control panel/PLC, switchboard and VFDs, low voltage power distribution equipment, lighting and receptacles, automatic transfer controller, 750 kw generator, fuel storage tank, and concrete pads, security panel and controls, and lightning protection system. Construction of one (1) 1.5 MG prestressed concrete ground storage tank with tank fill assembly (pressure reducing and sustaining valves), tank appurtenances, tank instrumentation with lightning protection system. A sodium hypochlorite feed and storage system with a duplex chemical pump skid, concrete pad, containment, and a pre-engineered metal building, one (1) double walled 2,500-gallon storage tank and appurtenances, chemical feed piping, valves, and appurtenances, lightning protection system, remote I/O cabinet, low voltage power distribution equipment, lighting and receptacles. All instrumentation, programming and electrical components including conduit, wires, motors, control panels, cabling, and other field instruments for a fully functioning system.

**OWNER**
Jacksonville Electric Authority
21 W. Church Street
Jacksonville, FL 32202
Brian Phillips
(904) 665-7625
philbr@jea.com

**ENGINEER**
Mott MacDonald
10245 Centurion Parkway, North
Suite 320
Jacksonville, FL 32256
Leslie Samel, P.E.
(904) 203-1090
leslie.samel@mottmac.com

**Project Type**
Bid/Build

**Original Contract Amount**
$7,155,363.00

**Final Contract Amount**
$7,155,363.00

**Notice To Proceed Date**
August, 2018

**Contract Substantial Completion**
March, 2020

**Actual Substantial Completion**
September, 2019

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

**PRECONSTRUCTION SERVICES** **DESIGN BUILD** **BID BUILD**

# DEP SRF Harbor Road Wastewater Treatment Facility, Phase 1

Green Cove Springs, Florida

This project consisted of the successful construction of a 1.25 MG pre-stressed concrete ground storage tank, two (2) 1,300 split-case reclaimed water high service pumps with 10,000-gallon hydropneumatics tank, electrical and controls with backup power generation, SCADA system with integration into the city's existing system, process yard piping, precast electrical building, precast manholes, a pre-engineered aluminum canopy and various site improvements. Challenges of the job also included working near high traffic railway lines, environmentally sensitive ecosystem, and coordination to keep existing plant operations online and undisturbed. This project was funded through the State Revolving Funds (SRF) and had to adhere to certain requirements for domestic manufacturing and Davis -Bacon wage rates. The timely completion of Phase I allowed for city utility officials to successfully apply for additional funding for critical Phase 2 infrastructure work.

**OWNER**
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
Scott Schultz
(904) 219-7540
sschutlz@greencovesprings.com

**ENGINEER**
Mittauer & Associates, Inc.
580-1 Wells Road
Orange Park, FL 32073
Jason Shepler
(904) 392-9536
jshepler@mittauer.com

**Project Type**
Bid/Build

**Original Contract Amount**
$3,407,385.00

**Final Contract Amount**
$3,407,385.00

**Notice To Proceed**
May, 2019

**Contract Substantial Completion**
May, 2020

**Actual Substantial Completion**
May, 2020

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

# Tynes Reclaim Water Pumping Facility

Middleburg, Florida

This project consisted of the construction of a reclaimed storage and distribution facility that included two (2) - 714,000 gallon working volume pre-stressed concrete ground tanks, hatches, fans, railing, ladder, and associated appurtenances. High Service Pump Building to accommodate 4 high service pumps (two now, two future) with electrical, instrumentation and control, mechanical, HVAC, air compressor, and associated appurtenances. Site work, fence with gates, sodding, access road, stormwater pond, yard piping, valves, hydropneumatics tank with associated piping and air lines, access drive, landscaping, irrigation, and associated appurtenances. Reclaim water supply and return piping with valving, taps of 12-inch reclaim pipe in Tynes Boulevard, sodding and associated appurtenances. Non-Potable piping from well to ground storage tanks with valves, and associated appurtenances. Electrical services and demolition and removal of existing septic field and appurtenances.

**OWNER**
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068
Chris Nazworth
(904) 219-2768
cnazworth@clayutility.org

**ENGINEER**
Jacobs Engineering Group, Inc.
643 S.W. 4th Ave., Suite 400
Gainesville, FL 32601
Brandon Lawhern, P.E.
(352) 384-7005
Brandon.lawhern@jacobs.com

**Project Type**
Bid/Build

**Original Contract Amount**
$3,575,000.00

**Final Contract Amount**
$3,054,855.91

**Notice To Proceed**
June, 2019

**Contract Substantial Completion**
July, 2020

**Actual Substantial Completion**
July, 2020

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

Section 00310

# DRUG-FREE WORK PLACE

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

Sawcross, Inc. 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 _____ Mark Hickinbotham, President
Proposer's Signature

5/18/2021
Date

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

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Sawcross, Inc. as Principal, and Western Surety Company 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) *** FIVE PERCENT OF AMOUNT 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 18th day of May, 20 21.

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 City of Crestview.

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):

Sawcross, Inc.

By: _____ (L.S.)

Title: Mark Hickinbotham, President

Attest: _____
Signature and Title
Frances Hickinbotham, Corporate Secretary

Surety (Print Full Name):

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (attach power of attorney)
Allyson Foss Wing

Title: Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: (407) 834-0022

Attest: _____
Signature and Title
Christine Morton, Witness

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**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Bryce R Guignard, Christine A Morton, Paul J Ciambriello, Deborah Ann DeFoe, M Gary Francis, April L Lively, Jennifer L Hindley, Margie L. Morris, Allyson Foss Wing, Kelly Phelan, Individually**

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 24th day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of May, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

**Go to www.cnasurety.com > Owner, Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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, Florida
(print name of the public entity)

by Mark Hickinbotham, President
(print individual's name and title)

for Sawcross, Inc.
(print name of entity submitting sworn statement)

whose business address is

10970 New Berlin Road

Jacksonville, FL 32226

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3136689

(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.)

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

_____ The entity submitting this sworn statement, or one 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.

Mark Hickinbotham, President
(signature)

Sworn to and subscribed before me this 18th day of May, 2021.

Personally known X

OR Produced identification _____

_____
(type of identification)

_____
Notary Public - State of Florida

My commission expires 2/18/2023

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

**END OF SECTION**

CHRISTINA L. PARKER
MY COMMISSION # GG 303233
EXPIRES: February 18, 2023
Bonded Thru Notary Public Underwriters

SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Duval

Mark Hickinbotham, being first duly sworn deposes and says that:

1. He (it) is the President, of Sawcross, Inc., 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 _____ Mark Hickinbotham, President

Sworn and subscribed to before me this 18th day of May, 2021, in the State of Florida, County of Duval.

Christina L. Parker Notary Public

My Commission Expires: 2/18/2023

CHRISTINA L. PARKER
MY COMMISSION # GG 303233
EXPIRES: February 18, 2023
Bonded Thru Notary Public Underwriters

END OF SECTION

## SECTION 00490

## TRENCH SAFETY COMPLIANCE

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 Florida) 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) and Estimated Cost

SLOPED SIDES AND TRENCH BOX

EIGHT THOUSAND DOLLARS
(Cost in Words)

TOTAL $ 8000.00

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

Company Name: Sawcross, Inc.

Date: 5/18/2021

By: _____
Mark Hickinbotham, President

CITY OF CRESTVIEW Item # 10.3.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 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: | 6/24/2021 |
| SUBJECT: | Agreement to Purchase Property |

**BACKGROUND:**

The City Manager is requesting permission to use undesignated fund balance to purchase four parcels from Mr. Jay Woodbury.

**DISCUSSION:**

During strategic Planning, the City Council placed a high emphasis on blight removal and the abatement of drug use and sales throughout the City.

From time to time an opportunity will arise for the city to purchase and clean up properties that have been known to have above average criminal activity. The attached purchase includes four such properties.

The purchase of this property will allow the City to revitalize a portion of a neighborhood that has elevated levels of criminal activity and to partner with another organization to construct and provide affordable housing.

The property is vacant and will be a part of a larger affordable housing development on the properties recently purchased by the city.

The funding for this purchase is undesignated fund balance.

The funding for the clean-up of the properties is available in the Community Development Block Grant budget.

**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

**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

*Community Culture*- Develop a specific identity for Crestview

**FINANCIAL IMPACT**

The funding for this purchase is available through undesignated fund balance. The clean-up of the property funding is available in the City's Community Development Block Grant allocation.

**RECOMMENDED ACTION**

Staff respectfully requests approval of the purchase of the property as provided in the attached agreement.

**Attachments**

1. VacantLandContract Executed

# Vacant Land Contract

RE/MAX Agency One, Inc.

**1. Sale and Purchase ("Contract"):** Jay Woodbury Properties Llc ("**Seller**") and City of Crestview ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 221 W Bowers Avenue, Crestview, FL 32536
Legal Description: CRESTVIEW COM AT SE COR LOT 14 BLK 133 N 243 TO BEG THC W 65 N 57 FTE 65 S 57 FT TO POB1036-434

SEC 17 /TWP / 3N /RNG 23 of Okaloosa County, Florida. Real Property ID No.: 17-3N-23-2490-0133-014A
including all improvements existing on the Property and the following additional property: _____

**2. Purchase Price:** (U.S. currency) ..... $ 10,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Jonathan Holloway P A
Escrow Agent's Contact Person: _____
Escrow Agent's Address: 420 E Pine Ave
Escrow Agent's Phone: 850-398-6808
Escrow Agent's Email: jholloway@okaloossalaw.com

**(a)** Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ 0.00

**(b)** Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

**(c)** Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... _____

**(d)** Other: _____ ..... $ _____

**(e)** Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 10,000.00

**(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

**3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before June 29 2021, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

**4. Closing Date:** This transaction will close on or before July 30, 2021 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

**5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements


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Form Simplicity
Electronically Signed using eSignOnline™ [ Session ID : c31d4ec4-e804-46a1-84a5-204ddd79757c ]

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

**6. Financing:** (**Check as applicable**)

**(a)** ☒ **Buyer** will pay cash for the Property with no financing contingency.

**(b)** ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

**(1)** ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

**(2)** ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

**(3)** ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

**7. Assignability:** (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

**8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

**(a) Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

**(1)** ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the


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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

**(2)** ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

**(b) Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

**(c) Survey: Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

**(d) Ingress and Egress: Seller** warrants that the Property presently has ingress and egress.

**9. Property Condition: Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

**(a) Inspections:** (**Check (1) or (2)**)

**(1)** ☐ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.


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**(2)** ☒ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

**(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

**(c) Flood Zone: Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

**(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

**10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

**(a) Seller Costs:**
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

**(b) Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

**(c) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

**(d) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

**(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY


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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

**(f) Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

**(g) 1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

**15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

**16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

**(a) Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting



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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

**(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

**17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

**18. Escrow Agent; Closing Agent: Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

**19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

**20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

**21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

* Mary Ann Cates 651938 | Mary Ann Cates 651938

**Seller's** Sales Associate/License No. | **Buyer's** Sales Associate/License No.

JCW

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.


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| | |
|---|---|
| maryanncates850@gmail.com | maaryanncates850@gmail.com |
| **Seller's** Sales Associate Email Address | **Buyer's** Sales Associate Email Address |
| 850-974-2267 | |
| **Seller's** Sales Associate Phone Number | **Buyer's** Sales Associate Phone Number |
| RE/MAX Agency One | RE/MAX Agency One |
| **Listing Brokerage** | **Buyer's Brokerage** |
| 301 South Ferdon Blvd., Crestview, FL 32536 | 301 S Ferdon Blvd #A, Crestview, FL 32536 |
| **Listing Brokerage Address** | **Buyer's Brokerage Address** |

**22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**)

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. Other _____

**23. Additional Terms:** _____

**COUNTER-OFFER/REJECTION**

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

**This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.**

**Buyer:** _____ Date: _____
Print name: _____
**Buyer:** _____ Date: _____
Print name: _____

**Buyer's** address for purpose of notice:

Address: _____
Phone: _____ Fax: _____ Email: _____

**Seller:** Jay Woodbury, Managing Member Date: 06/23/2021
Print name: _____
**Seller:** _____ Date: _____
Print name: _____

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**Seller's** address for purpose of notice:

Address: 366 Main Street, Crestview, FL 32536

Phone: _____ Fax: _____ Email: jaysguns1@yahoo.com

**Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

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CITY OF CRESTVIEW

Item # 10.4.

# Staff Report

CITY COUNCIL MEETING DATE: June 28, 2021
TYPE OF AGENDA ITEM: Action Item

| | |
|---|---|
| TO: | Mayor and City Council |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | |
| DATE: | 6/24/2021 |
| SUBJECT: | Approval of ARP Agreement |

**BACKGROUND:**

The American Rescue Plan (ARP) (also referred to as the Coronavirus State and Local Fiscal Recovery Funds - SLFRF) is an unprecedented $1.9 trillion fiscal relief bill passed by Congress on March 11, 2021 with the intention of helping our country recover from the lost revenue and increased spending that was needed to combat the COVID-19 pandemic. $350 billion in funds has been directly allocated to states, cities and counties to not only replace lost revenue, but to strategically invest in technology and services to create a foundation for more effective response to future public health emergencies.

**DISCUSSION:**

Notification has been received that $3,872,170 has been allocated and available for distribution to the City of Crestview. There is no official application; however, a request for funding must be prepared. Upon online request for distribution, an award terms and conditions agreement will be generated requiring official City signatures.

Distributions are anticipated to be one-half ($1,936,085) in fiscal year 2021 and the remainder in fiscal year 2022 and must be expended by December 31, 2024. Eligible expenditures are public health, negative economic impacts, infrastructure or governmental revenue replacement and administrative costs.

The city's anticipated utilization of the funding will be mostly for infrastructure as detailed on our 10 year capital improvement plan.

**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 financial impact will be an increase in capital assets resulting in an increase in net position. There will be no net change in the current year budget.

**RECOMMENDED ACTION**

Staff respectfully requests the Council to approve proceeding with a request for funding and obtaining appropriate signatures on the award terms and conditions agreement when received.

**Attachments**

None