



**CITY COUNCIL REGULAR MEETING AGENDA
DECEMBER 11, 2023
6:00 P.M.
CITY COUNCIL CHAMBERS**

The Public is invited to view our meetings on the City of Crestview Live stream 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 p.m. the day of the meeting) to cityclerk@cityofcrestview.org.

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Elder Sylvester Echols of First Church of God In Christ

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Civilian Lifesaving Award Presentation

6. Consent Agenda

6.1. Vehicle Purchase

6.2. Lantern Ridge Upgrade - Lift Station 21

6.3. Crestview Main Street Revitalization Contract Negotiation

6.4. DEP Agreement No. (LPA0502- Crestview Benjamin St. Septic to Sewer)

6.5. Foxwood Low Pressure Sewer System Award of Contract

6.6. Rehab for Lift Station #6 of Control Panel

6.7. Vineyard Village Site Improvements Bid Selection

6.8. Approval of City Council Regular Meeting Minutes of November 13, 2023

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1953 Lee Avenue Comprehensive Plan Amendment

7.2. Ordinance 1954 Lee Avenue Rezoning

7.3. Ordinance 1955 North Avenue East Comprehensive Plan Amendment

- 7.4. Ordinance 1956 North Avenue East Rezoning
- 7.5. Ordinance 1957 - Comprehensive Fee Amendment
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1958 - Amending the City of Crestview Police Officers' and Firefighters' Retirement Plan
- 9. Resolutions**
- 10. Action Items**
 - 10.1. City Clerk Annual Performance Evaluation
- 11. City Clerk Report**
 - 11.1. Monthly Update
- 12. City Manager Report**
 - 12.1. Financial Update - Finance Director
 - 12.2. Boards and Committees Update
- 13. Comments from the Mayor and Council**
 - 13.1. Mae Reatha Coleman Citizen of the Year Selection
- 14. Comments from the Audience**
- 15. Adjournment**

All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission 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 requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Schrader, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 11/28/2023
SUBJECT: Elder Sylvester Echols of First Church of God In Christ

BACKGROUND:

Area clergy volunteer to provide the Invocation.

DISCUSSION:

The Invocation is provided as a service to the community.

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

n/a

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief
DATE: 12/6/2023
SUBJECT: Civilian Lifesaving Award Presentation

BACKGROUND:

Awards will be presented to Victoria Sipher and Renee Hamilton.

DISCUSSION:

Presentation of a Life Saving Award to two Crestview Citizens..

On September 7, 2023, we received a letter from Crestview Police Department, Charlie Squad, recognizing two civilians for their actions during a Medical Emergency.

The driver of a truck became unconscious, and the vehicle did not progress with traffic. Mrs. Victoria Sipher approached the vehicle to assist with pushing it out of the road. Mrs. Sipher was informed the driver was not responsive and attempted to revive the subject. Mrs. Renee Hamilton arrived and assisted Mrs. Sipher and others with removing the male from the vehicle.

Upon Officer Hilsman's arrival, Mrs. Victoria Sipher and Mrs. Renee Hamilton were performing CPR on the roadway near the intersection of State Road 85 and U.S. Highway 90. Mrs. Hamilton and Mrs. Sipher continued active CPR until first responders with further lifesaving equipment arrived. The two continued CPR until they could be relieved by Emergency Medical Personnel.

The male victim regained a pulse and was conscious before leaving the scene with EMS. It is believed the quick actions of Mrs. Hamilton and Mrs. Sipher played a large and vital part in the recovery of the victim.

GOALS & OBJECTIVES

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

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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

None

RECOMMENDED ACTION

Staff respectfully request City Council members join in celebrating the lifesaving efforts of these two individuals.

Attachments

1. Life Saving Award Letter Victoria Sipher1

2. Life Saving Award Renee Hamilton1
3. Life Saving Award Victoria Sipher1
4. Life Saving Award letter Renee Hamilton1



City of Crestview
POLICE DEPARTMENT

201 Stillwell Boulevard - Crestview, Florida 32539
Stephen G. McCosker, Chief of Police



Administration
850.682.3544
850.682.2080 Fax

Communications Center
850.682.2055
www.CrestviewPD.org

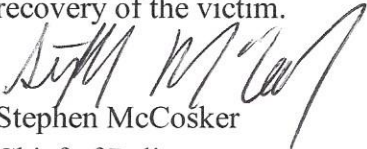
Life Saving Award

On September 7, 2023, we received a letter from Crestview Police Department, Charlie Squad, recognizing two civilians for their actions during a Medical Emergency.

The driver of a truck became unconscious, and the vehicle did not progress with traffic. Mrs. Victoria Sipher approached the vehicle to assist with pushing it out of the road. Mrs. Sipher was informed the driver was not responsive and attempted to revive the subject. Mrs. Renee Hamilton arrived and assisted Mrs. Sipher and others with removing the male from the vehicle.

Upon Officer Hilsman's arrival Mrs. Victoria Sipher and Mrs. Renee Hamilton were performing CPR on the roadway near the intersection of State Road 85 and U.S. Highway 90. Mrs. Hamilton and Mrs. Sipher continued active CPR until first responders with further lifesaving equipment arrived. The two continued CPR until they could be relieved by Emergency Medical Personnel.

The male victim regained a pulse and was conscious before leaving the scene with EMS. It is believed the quick actions of Mrs. Hamilton and Mrs. Sipher played a large and vital part in the recovery of the victim.


Stephen McCosker
Chief of Police
Crestview Police Department
Crestview, Florida

City of Crestview

Police Department

With sincere honor, appreciation, and pride, this

Life Saving Award

Is hereby awarded, to

Renee Hamilton

For your exceptional service to the citizens of Crestview:

On September 3, 2023, Crestview Police responded to a Medical Emergency involving an unconscious person. When officers arrived, Renee Hamilton, and Victoria Sipher, were actively performing CPR on the male victim, at the intersection of State Road 85 and U.S. Highway 90. The actions of Mrs. Hamilton and Mrs. Sipher directly affected the outcome, saving the life of the victim. The City of Crestview is proud to recognize you for your quick action and dedication to the safety of our citizens.

Awarded this 11th day of December 2023

Stephen McCosker

Stephen McCosker, Chief of Police

City of Crestview

Police Department

With sincere honor, appreciation, and pride, this

Life Saving Award

Is hereby awarded, to

Victoria Sipher

For your exceptional service to the citizens of Crestview:

On September 3, 2023, Crestview Police responded to a Medical Emergency involving an unconscious person. When officers arrived, Victoria Sipher and Renee Hamilton, were actively performing CPR on the male victim, at the intersection of State Road 85 and U.S. Highway 90. The actions of Mrs. Sipher and Mrs. Hamilton directly affected the outcome, saving the life of the victim. The City of Crestview is proud to recognize you for your quick action and dedication to the safety of our citizens.

Awarded this 1st day of December 2023



Stephen McCosker, Chief of Police



City of Crestview
POLICE DEPARTMENT

201 Stillwell Boulevard - Crestview, Florida 32539
Stephen G. McCosker, Chief of Police



Administration
850.682.3544
850.682.2080 Fax

Communications Center
850.682.2055
www.CrestviewPD.org

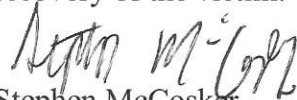
Life Saving Award

On September 7, 2023, we received a letter from Crestview Police Department, Charlie Squad, recognizing two civilians for their actions during a Medical Emergency.

The driver of a truck became unconscious, and the vehicle did not progress with traffic. Mrs. Victoria Sipher approached the vehicle to assist with pushing it out of the road. Mrs. Sipher was informed the driver was not responsive and attempted to revive the subject. Mrs. Renee Hamilton arrived and assisted Mrs. Sipher and others with removing the male from the vehicle.

Upon Officer Hilsman's arrival Mrs. Victoria Sipher and Mrs. Renee Hamilton were performing CPR on the roadway near the intersection of State Road 85 and U.S. Highway 90. Mrs. Hamilton and Mrs. Sipher continued active CPR until first responders with further lifesaving equipment arrived. The two continued CPR until they could be relieved by Emergency Medical Personnel.

The male victim regained a pulse and was conscious before leaving the scene with EMS. It is believed the quick actions of Mrs. Hamilton and Mrs. Sipher played a large and vital part in the recovery of the victim.


Stephen McCosker

Chief of Police

Crestview Police Department
Crestview, Florida



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief
DATE: 12/6/2023
SUBJECT: Vehicle Purchase

BACKGROUND:

The Crestview Police Department has historically participated in a vehicle leasing program with Enterprise Car Leasing, but recent and unanticipated union strikes within the auto-industry have created a market-wide shortage of vehicles that are available for the leasing program. These shortages especially impact the availability of vehicles that are necessary for patrol service within the city. As a result, it became necessary for the department to re-allocate funds originally intended for obtaining and up-fitting police vehicles, and reassign those funds towards the outright purchase of vehicles. Without the purchase, we would have a shortage of vehicles for officers, essentially leaving officers without assigned patrol vehicles. Funding remains available for previously approved administrative (non-patrol vehicles) leased vehicles.

We believe it is now necessary for the department to obtain vehicles from other entities to maintain the minimum number of vehicles necessary to achieve police services within the city. It was impossible to know at the time of budgeting, the potential for a union strike, the circumstance and time of the strike, in addition to the financial impact upon the market and availability of vehicles that the strike would later create for consumers. Due to these unpredictable impacts, this has created an availability shortage, which also, by-proxy, created a budgetary shortage for obtaining vehicles that could not be predicted or prevented.

DISCUSSION:

Fourteen (14) vehicles have been located and are currently available through a State of Florida Sheriff Association contract. The total cost (including upfitting of \$238,000) is approximately \$805,712. The current year's adopted budget provides funding of \$608,805. An approximate difference of \$200,000. An additional \$50,000 is requested for any unexpected additional expenditures.

When working with the City of Crestview's Finance Department, it was determined that funding for the shortage is available from one or both of the following sources:

1. Prior year's residuals funds in the General fund
2. Residual half-cent sales tax revenues also in the General Fund

As a strategy moving forward to avoid unforeseen market increases and resulting shortfalls, Staff will be proposing early approval and ordering of vehicles before budget adoption in future budget cycles. The Council will discuss this strategy during preliminary budget meetings in early 2024.

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

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

FINANCIAL IMPACT

The financial impact on the current year's budget is a total of \$855,712. The amount originally approved in the adopted budget was \$608,805. The difference of approximately \$250,000 is available in the General Fund 1/2 cent sales tax and/or the prior year residual funding.

RECOMMENDED ACTION

Staff respectfully requests a motion for approval to purchase the vehicles with up-fitting as provided, allowing for the use of 1/2 cent funds or General Fund prior year residuals for the \$250,000 as required.

Attachments

1. crestviewquote

QUOTE

QUOTE NUMBER
120716-18-1

DATE
12/1/2023

MASTER AGREEMENT MA 758
2300000803

SELLER
Don Franklin CDJR 1147 S Hwy 27 Somerset Ky 42501 Sheena Mitchell

BUYER
Crestview Police Dept 201 Stillwell Blvd Crestview FL 32539

DATE		AMOUNT
12/1/2023	14 (fourteen) 2023 Dodge Durango White V6	
	\$39808.00 each x 14 =	\$557,312.00
	Delivery Fee	
	\$600.00 x 14 =	\$8,400.00
	<u>Optional Additional Coverage Available</u>	
	Only Government Fleet Extended Warranty in the US	
	60 months/100,00 miles Anywhere in the US	
	\$100 Deductible \$4311.00 per Unit	
	Call Sheena for more Information 606-416-8698	
		TOTAL
		\$565,712.00

Accepted by: _____ Date: _____

Printed Name: _____ Title: _____

If delivery address is different than Buyer address listed above, please notate below:

Delivery Address: _____

By signing this document I understand that I accept the terms and pricing found within. By signing this document I hereby represent and warrant that I am duly authorized to execute and enter into this Agreement on behalf of Buyer.

QUOTE

Quote is valid for 30 days from the above quoted date.



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations, Kyle Lusk, Carlos Jones, Assistant Director
DATE: 12/6/2023
SUBJECT: Lantern Ridge Upgrade - Lift Station 21

BACKGROUND:

FY 2024 budget includes \$500,000 in sewer budget to upgrade Lift Station #21 in order to handle the flows from the new Phase III Lantern Ridge Subdivision currently being constructed.

DISCUSSION:

Lantern Ridge, Phase III is a new subdivision that is currently in the development stages. It is located near Hwy 90 east and Palmetto Drive behind Lantern Ridge Phases I & II, both built between 1986 and 1993. In order to accommodate sewer service for the newly constructed Phase III homes, an upgrade must be completed to the current Lift Station that serves this area. The attached information shows a Sole Source Quote from Pump and Process. It is necessary due to the proprietary brand of pumps in use at Lift Station #21. KSB Submersible Pumps can only be purchased from Pump and Process as they are the local vendor for KSB, which will be compatible with current equipment.

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.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The upgrade of Lift Station #21 is a 2024 approved budget item at \$500,000. The Sewer Division of Public Services has secured a Sole Source quote from Pump and Process in the amount of \$404,536.99 for this upgrade. This can be found in the FY 2024 budget for the Sewer Division, account information-440-1735-533.63-01.

RECOMMENDED ACTION

Staff respectfully requests a motion be made to approve the purchase from Pump and Process for the items listed on the attached quote, in the amount of \$404,536.99.

Attachments

1. REQ 14521 Upgrade L St 21 Lant Rdg



Justification for Sole Source Purchases or Contracts

Purpose

Sole source justification provides evidence that a competitive procurement is impractical. Staff must request approval for the sole source procurement of equipment, construction, supplies or services when a purchase will exceed \$1,000. All purchases over \$20,000 require City Council approval.

Statement:

I am aware that the City of Crestview requires competitive procurements whenever practicable. I am requesting a sole source procurement based on the criteria stated above. These statements are complete and accurate based on my professional judgment and investigations.

Requestor: Joseph Carr

Requestor Signature: 

Department Public Services/Sewer Division

Budget Line: 440-1735-533.63-01 210/501

Date: 11/28/2023

New Vendor: Yes / No

Vendor Name: Pump & Process

If yes, will need to complete a W9 and may need to provide insurance information.

Amount/Value: \$404,536.99

Briefly describe the equipment, construction, supplies or services requested, and its purpose or use:

Lift Station package to upgrade Lift Station#21. This station must be upgraded to handle the flows from Lantern Ridge Subdivision. This is an FY24 approved budget item.

What are the consequences or risks of not securing this equipment, construction, supplies or services from this company?

Lantern Ridge Subdivision will not have sewer availability unless this upgrade is completed.

Please provide information that supports your specific requirements necessitating a sole source purchase:

The Sewer Division uses KSB Submersible Pumps in its Lift Stations as well as spare pumps on hand. Pump & Process is the local KSB dealer who provides the pumps and compatible equipment for our Lift Stations.

Approvals

Department Head:



Date: 11/28/23

Finance Director:

Date: _____

City Manager (over \$7,500):

Date: _____

City Council (over \$20,000

_____ Meeting Date: _____

Revised April 28, 2020



370 W. Burgess Road / Pensacola, FL. 32503
Office (850) 432-0334 / Butch's Cell (850) 393-7686

Quotation

To: Joseph Carr
The City of Crestview

Date: 11/21/2023
Project: Lantern Ridge LS
Location: Crestview, FL

Equipment: Fiberglass Sewage Lift Station Package

Terms: Net 30 Days Upon Shipment

Delivery: 25-30 Weeks

We are pleased to quote the following equipment:

FIBERGLASS WETWELL

-One (1) **96" Diameter X 210"(17.5ft) Deep** fiberglass wet well kitted up with **3" 316 SST riser discharge pipe**, pump/mixer guide rail systems, SST braces and SST brackets. Includes 96" round odor gasketed cover and inlet hubs. To include One (1) **4" above ground piping package** to include Sch. 40 316 SST Fittings, Pipe Stands and Epoxy coated cast iron check valves, SST ball valves, pressure gauges and ARI air release valves.

1. We propose 3" dual SST risers to assure 7ft per second vertical scour.

PUMPS/MIXER

-Two (2) KSB Vortex Impellered Pumps with 5 year 100% parts and labor warranty- 230 volt/3 phase with 50' cords, hard metal white chromium iron impellers to deliver . One (1) 3.4 HP KSB Mixer.

1. Pumps to deliver minimum flow of **201 GPM @ 114ft TDH.**
2. Mixer will have Duplex 316 SST with Titanium Stabilizer propeller, 50ft cord, SST lift bail & chain.

CONTROL PANEL/GEN.SET TRANSFER SWITCH:

-Air break pedestal mounted duplex control panel, air break pedestal junction box in SST, powder-coated white enclosures, 460 volt/3-phase.

-Generator Set with SST automatic transfer switch.

-Includes spare telemetry/controller unit and fiber-optic floats, power supplies and transceivers.

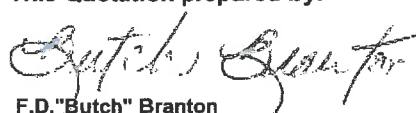
1. Includes **Electrical installation package by licensed Electrical Contractor.**
2. Lead Times for Meter Can / Gen.Set with SST Automatic Transfer could be longer if supply chain issues persist.

Net price, F.O.B. shipping point: \$404,536.99

NOTES

1. Quotation based upon plans dated 10/06/22
2. If ordered, please sign this quotation form and FAX or Email back to Pump & Process Equipment, Inc.
3. Only items mentioned above are included. If it is not listed it is to be provided by others.
4. Delivery promise date begins upon return of approved Submittal and Wet Well approved drawings.

This Quotation prepared by:


F.D. "Butch" Branton

For Pump & Process Equipment, Inc.

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above:

Date:



Quotation good for 15 days. Prices do not include any applicable taxes. Payment terms are NET 30 Days Upon Shipment. Past due accounts will be charged interest at 2% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.

440-1735 Sewer

Actual 2022	Adopted Budget 2023	Account Number		Description	Quantity	Unit Cost		FY2024 Department Totals	% of Change
\$1,777	\$7,915	533	5600	Training				\$20,169	155%
				CDL Training & Test	1	\$14,000			
				Intro to Electrical Maintenance: FL Treco	1	\$2,660			
				Intro to Lift Station Maintenance: FL Treco	1	\$1,428			
				Manage for Success: Brandon Bolton	1	\$136			
				DEP Test License - Water & Wastewater	1	\$300			
				Water & Wastewater License	1	\$300			
				Water Treatment Plant Operator C&B License - Joseph	1	\$600			
				Certified Public Works Professional	1	\$745			
\$587,353	\$603,149			Total Operating Expenses				\$1,206,838	100%
Capital Expenses									
\$0	\$0	533	6301	Improvements/Other than buildings				\$4,467,376	0%
				FY 2023 Foxwood Estates Septic to Sewer	1	\$1,998,720			
				FY 2023 PJ Phase 4 Relocate Sewer	1	\$200,000			
				* /State Grant FY 2023 Benjamin St Septic to Sewer	1	\$500,000			
				* Lift Station #21 (Lantern Ridge)	1	\$500,000			
				CUES Camera Trailer Software Upgrade	1	\$47,288			
				Lift Station 15 (Campbell)	1	\$478,000			
				* Impact Fees Lift Station #6 (Raspberry)	1	\$160,000			
				Lift Station #76 (Arena)	1	\$83,368			
				Bridge Bypass Utilities 1/2 Cent	1	\$500,000			
	\$0	533	6400	Equipment				\$17,893	0%
				Push Camera: Filming Sewer Laterals	1	\$17,893			
	\$20,323	533	6401	Vehicle Leases				\$35,460	-100%
				2020 RAM Truck	1	\$13,056			
				2021 F-150 Truck	1	\$6,796			
				2022 F-250 Truck	1	\$15,608			
\$0	\$20,323			Capital Expenses				\$4,520,729	22144%
\$1,296,161	\$1,415,687			Total Expenses				\$6,647,146	370%
\$3,219,355	\$3,371,313			Net Revenue / Expenses				-\$1,264,056	0%
* Impact Fee									



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations, Jayce Vanderford, Project Manager
DATE: 12/6/2023
SUBJECT: Crestview Main Street Revitalization Contract Negotiation

BACKGROUND:

On October 12, 2023, the City of Crestview advertised the Crestview Main Street - Roadway Improvement 23-11-15-PS project. The City Clerk received one sealed bid for constructing the City of Crestview Downtown Streetscape Renovation Project on November 15, 2023. The bid was opened in the public domain. This project will enhance the roadway, sidewalk, and streetscape along 6 blocks of Main Street, between US Hwy 90 and Industrial Drive providing new asphalt overlay, new signage, striping, lighting, bicycle parking and new pedestrian-friendly ADA compliant features with new benches. Additionally, a new parking lot will also be constructed between Woodruff Ave E and Industrial Drive. This addition will provide 91 new parking spaces. The project will also include the installation of on-street parking, widened sidewalks, crosswalks, ADA accessibility, landscaping, new LED street lighting and other beautification features. With this project, the City of Crestview is set to transform the downtown area into a more vibrant and aesthetically pleasing space for locals and visitors alike.

DISCUSSION:

On November 15, 2023, City staff received a single bid of \$7,238,134.18 from Andalusia, Alabama based contractor, Bullard Excavation Inc. As the bid is higher than the city's budget, city staff is requesting to engage with Bullard Excavation to negotiate a contract that fits within the budget. The negotiations will include plan alterations and value engineering.

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 total cost of the project is \$7,238,134.18. The project will be funded by \$2.5M from 1/2 cent sales tax and \$1M from an FDOT state grant for a total of \$3.5M, as included in the FY 2024 budget. Following negotiations and the development of a phasing strategy, staff will return to City Council for any proposed additional funding allocations.

RECOMMENDED ACTION

Staff respectfully requests a motion to engage with Bullard Excavation Inc for contract negotiation.

Attachments

1. Bullard Bid Bond
2. Main Street Downtown Streetscape Bid Tab Sheet
3. Bullard Submittal Section One
4. Bullard Submittal Section Two

BID BOND (PENAL SUM FORM)

Bidder Name: Bullard Excavating, Inc. Address (principal place of business): 13264 Eva Drive Andalusia, AL 36420	Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183
Owner Name: City of Crestview Address (principal place of business): PO Box 1209 198 N Wilson Street Crestview, FL 32536	Bid Project (name and location): City of Crestview Downtown Streetscape Renovation Bid Due Date: November 15, 2023
Bond Penal Sum: 5% of the total amount bid Date of Bond: November 15, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Bullard Excavating, Inc. _____ (Full formal name of Bidder)	Surety Travelers Casualty and Surety Company of America _____ (Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: Don A. Bullard _____ (Printed or typed)	Name: Christy Hicks _____ (Printed or typed)
Title: President _____	Title: Attorney-in-Fact _____
Attest: Karen Dubose _____ (Signature)	Attest: Francis Ware _____ (Signature)
Name: Karen Dubose _____ (Printed or typed)	Name: Francis Ware _____ (Printed or typed)
Title: V.P./Secretary _____	Title: Account Manager _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver 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.
3. This obligation will be null and void if:
 - 3.1. 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, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. 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).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by 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.
5. 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 total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. 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.
10. 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 will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHRISTY HICKS** of **MONTGOMERY, Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **November**, 2023 .




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BID DATE: November 15, 2023 2:00 p.m.

COMPANY

Bid Amount

Bid Bond

**Copies
Received**

Addenda
Acknowledgement

Alternate

Bullard Extending, Inc.

7, 238, 134, 18

A graph with a vertical y-axis and a horizontal x-axis. A straight line with a negative slope starts at a point on the y-axis and extends downwards to the right, crossing the x-axis. The line is blue.

1



CITY OF CRESTVIEW

Project: Crestview Main Street - Roadway Improvement

BID OPENING SIGN IN SHEET

Bid Number: 23-11-15-PS

Bid Opening Date: November 15, 2023

[illegible]

City of Crestview, Florida

Downtown Streetscape Renovation

Bid # 23-11-15-PS



***Florida Department of Transportation
Local Transportation Project***

FPID No.: 449302-1-54-01

Prepared For:

Tim Bolduc, City Manager

Crestview City Council

October 2023

Prepared By:



Matrix Design Group
707 17th Avenue, Suite 3150
Denver, CO 80202
O 303.572.0200
F 303.572.0202
matrixdesigngroup.com

Table of Contents

Bidding and Contract Requirements

C-111	Advertisement
C-200	Instructions to Bidders
C-410	Bid Form
C-430	Bid Bond
C-510	Notice of Award
C-520	Agreement Between Owner and Contractor
C-550	Notice to Proceed
C-610	Performance Bond
C-615	Payment Bond
C-620	Application for Payment
C-625	Certificate of Substantial Completion
C-641	Certificate of Final Completion
C-700	Standard General Conditions
C-800	Supplementary Conditions
C-940	Work Change Directive
C-941	Change Order Form

Supplemental Bidder Requirements

Exhibit 1	Bidder Experience and Data
Exhibit 2	Certification by Bidder Regarding Equal Opportunity Employment
Exhibit 3	Certification by Bidder Regarding Section 3 and Segregated Facilities
Exhibit 4	Certifications Regarding Labor Standards and Prevailing Wage Requirements
Exhibit 5	Public Entity Crimes Statement – Sworn Statement
Exhibit 6	Certification Regarding Debarment
Exhibit 7	Certificate of Compliance with The Florida Trench Safety Act
Exhibit 8	Drug-Free Work Place
Exhibit 9	Federal Labor Standards Provisions
Exhibit 10	Public Access Form

Unless otherwise indicated or modified on the plans or specifications all work shall be in accordance with Florida Department of Transportation FY 2023-2024 Standard Specifications for Road and Bridge Construction, supplements, and special provisions there to.

Drawings and Exhibits

EXHIBIT A- BID FORM

EXHIBIT B - MEMORIAL BRICK LIST

ENGINEERING PLANS – MAIN STREET IMPROVEMENTS

GEOTECHNICAL ENGINEERING REPORT – MAIN STREET IMPROVEMENTS JULY 6,2022

CRESTVIEW MAIN STREET MOBILITY IMPLEMENTATION PLAN SUE

City of Crestview

Crestview Main Street - Roadway Improvement

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **City of Crestview Downtown Streetscape Renovation** will be received by the **City of Crestview** at the office of the **City Clerk located at City Hall, 198 N Wilson St, Crestview, Florida 32536** until **2:00 p.m.** local time on **November 15, 2023**, at which time the Bids received will be **“publicly”** opened and read. The Project consists of roadway, sidewalk, and streetscape improvements along 6 blocks of Main Street, generally between US Hwy 90 and Industrial Drive, including portions of adjacent streets.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis. The Issuing Office for the Bidding Documents is:

City of Crestview - City Hall
Attn: City Clerk – Maryanne Schrader
PO Box 1209
198 N Wilson Street
Crestview, FL 32536
Ph. (850) 682-1560
Fax: (850) 682-8077
Email: cityclerk@cityofcrestview.org

A **non-mandatory pre-bid meeting** will be held in the council chambers at City Hall and online via Microsoft Teams on **October 25, 2023, at 10:00 a.m.** A virtual meeting link will be provided via email upon request to the City Clerk or join with **Meeting ID: 225 290 511 32 and Passcode: QMuKVN.**

Questions related to bidding the project shall be submitted, in writing, to the Issuing Office on or before **November 7, 2023, by 5:00 p.m.** local time. All questions will be responded to **“publicly”** via email.

Bidding Documents may be obtained from the Issuing Office on the city website: www.cityofcrestview.org or by contacting the City Clerk.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: **City of Crestview**

By: **Maryanne Schrader**

Title: **City Clerk**

Date: **October 12, 2023 [Date of initial publication of Advertisement]**

The City of Crestview reserves the right to accept or reject, in part or in total, any or all proposals and to waive any informalities as deemed in the best interest of the city. All proposals must be marked on the outside of the envelope with the proposer's name, the time and date of the opening. It shall be the bidders' responsibility to ensure that proposals are delivered to the above address at the appointed time. The City of Crestview, Florida does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

++ END OF ADVERTISEMENT FOR BIDS ++

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms	1
Article 2 – Copies of Bidding Documents	1
Article 3 – Qualifications of Bidders	1
Article 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	1
Article 5 – Bidder’s Representations	3
Article 6– Interpretations and Addenda	4
Article 7 – Bid Security.....	4
Article 8 – Contract Times	5
Article 9 – Liquidated Damages	5
Article 10 – Substitute and “Or-Equal” Items	5
Article 11 – Subcontractors, Suppliers, and Others.....	5
Article 12 – Preparation of Bid	6
Article 13 – Basis of Bid	6
Article 14 – Submittal of Bid.....	7
Article 15 – Modification and Withdrawal of Bid	7
Article 16 – Opening of Bids	8
Article 17 – Bids to Remain Subject to Acceptance.....	8
Article 18 – Evaluation of Bids and Award of Contract	8
Article 19 – Bonds and Insurance	8
Article 20 – Signing of Agreement.....	9

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [5] days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Bidder's underground utility and excavation contractor license number
- E. Other required information regarding qualifications

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify, if applicable:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 8 – CONTRACT TIMES

- 8.01 The number of days within which, or the dates by which, **[Milestones are to be achieved and]** the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 11.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a

substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.04 A Bid by an individual shall show the Bidder's name and official address.
- 12.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.06 All names shall be printed in ink below the signatures.
- 12.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

- 13.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.03 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to

City of Crestview - City Hall

Attn: Maryanne Schrader, City Clerk

PO Box 1209

198 N Wilson Street

Crestview, FL 32536

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned

to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 Evaluation of Bids
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

- 18.06 Prior to awarding the contract, the selected firm will be required to supply the City with copies of a current City of Crestview Business Tax Receipt, Liability Insurance and Workmen's Compensation coverage.

ARTICLE 19 – BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 – FDOT STATE FUND GRANT

- 21.01 The City of Crestview and the Florida Department of Transportation have entered into the State-Funded Grant Agreement for this project as listed below. Therefore, the project must be undertaken and completed in full compliance with the terms and conditions of the Grant Agreement.

FDOT Financial Project ID 449302-1-54-01
Contract Number G2696

- 21.02 Bidders must be prequalified by FDOT for their bid to be considered.

BID FORM

**City of Crestview Downtown
Streetscape Renovation
FDOT Project ID# 449302-1-54-01
Bid #23-11-15-PS**

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid	2
Article 6 – Time of Completion.....	6
Article 7 – Attachments to this Bid.....	6
Article 8 – Defined Terms	7
Article 9 – Bid Submittal.....	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Schrader, City Clerk, City of Crestview

198 N Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. Bidder is prequalified by FDOT to perform the work as described herein.
- B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- C. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Refer to the Bid Form Schedule of Values at Exhibit A. Bidder will enter unit prices for all pay items, sum the total for each pay item, and sum the individual pay item totals to derive a proposed extended price. Bidder agrees to complete the Work in accordance with the Contract Documents for the contract value shown at Exhibit A and entered below.

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Bid Price \$ 7,238,134.18 (to be completed by Bidder)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 10519 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. Public Access Form

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Bullard Excavating, Inc.

By:

[Signature]

Don A. Bullard

[Printed name]

Don A. Bullard, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Karen Dubose

[Printed name]

Karen Dubose

Title:

Vice President/Secretary

Submittal Date:

November 15, 2023

Address for giving notices:

13264 Eva Drive

Andalusia, Alabama 36420

Telephone Number:

334-222-4332

Fax Number:

334-222-8256

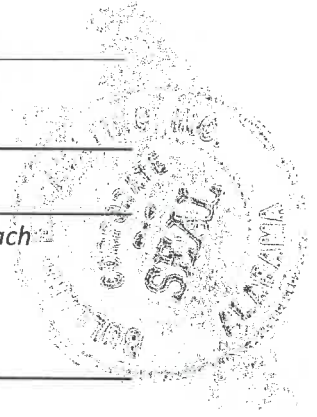
Contact Name and e-mail address:

Karen Dubose

Kdubose@bullardexcavating.com

Bidder's License No.:

Alabama License No. 10519
(where applicable)



NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Crestview ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Crestview Downtown Streetscape Renovation

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Matrix Design Group.
- 3.02 The Owner has retained Alday-Howell Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed by December 31, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by December 31, 2024.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices as proposed on the Bid Form Schedule of Values at Exhibit A and in Article 5 of the previous section (Bid Form) (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month

during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 100 percent of Work completed (with the balance being retainage).
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. If time and money are more than 15% apart, the Owner may elect to hold up to 10% retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 7, inclusive).
 - 6. Exhibit A – Bid Form Schedule of Values (pages 1 to 2, inclusive)
 - 7. Exhibit B – Memorial Brick List (pages 1 to 61, inclusive)
 - 8. Drawings (not attached but incorporated by reference) consisting of approximately 91 sheets with each sheet bearing the following general title: **Main Street Improvements** [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers ____ to ____ inclusive).
 - a. Exhibits to this Agreement (enumerated as follows): Contractor's Bid (pages ____ to ____ inclusive).

NOTE(S) TO USER:

- 1. *As noted in the introduction to this Agreement, in the typical case bidding-related documents such as the Instructions to Bidders and Bid are not included as Contract Documents. Include Contractor's Bid as a Contract Document here only as a matter of necessity, for example if the Bid contains numerous line items and their prices, and rekeying such information would be burdensome and susceptible to error.*
- 2. *List other required attachments (if any), such as documentation submitted by*

Contractor prior to Notice of Award and documents required by funding or lending agencies.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner:	City of Crestview	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Matrix Design Group	Engineer's Project No.:	
Project:		Contract Name:	Crestview Downtown Streetscape Renovation
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20____. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

Work Change Directive No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date

Change Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Bidder: Bullard Excavating, Inc.

BIDDER EXPERIENCE & DATA
(Submit in triplicate)

Proposal of: Bullard Excavating, Inc. (hereinafter called "Bidder" or "Contractor"), organized and existing under the laws of the State of Alabama doing business as a partnership (), corporation ~~X~~, individual ().

To: **City of Crestview** (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of:

DESCRIPTION OF WORK:

The Project consists of roadway, sidewalk and streetscape improvements along 6 blocks of Main Street, generally between US Hwy 90 and Industrial Drive, including portions of adjacent streets.

Bidder: Bullard Excavating, Inc.

TRENCH EXCAVATION SAFETY CERTIFICATION

Pursuant to Florida Statutes 553.63, the Contractor or Subcontractor when performing trench excavation in excess of five feet (5') will comply with the following requirements:

(1) The Contract bid submitted by the contractor who will perform such excavation shall include:

- a. A reference to the trench safety standards that will be in effect during the period of construction of the project.
- b. Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.

(2) A contractor perform trench excavation shall:

- a. As a minimum, comply with the excavation safety standards which are applicable to a project.
- b. Adhere to any special shoring requirements, if any, of the state or other political subdivisions which may be applicable to such a project.
- c. If any geotechnical information is available from the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the project. This paragraph shall not require the owner to obtain geotechnical information.

- (3) The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.

The contractor shall complete this form and submit it to the owner as a part of the bidding proposal package.

The undersigned, herein called "Bidder", has determined to his own complete satisfaction that all portions of the Florida Trench Safety Act (90-96, Laws of Florida) as the OSHA Excavation Safety Standards 29, CFR part 1926.650 Subpart P, will be fully complied with and executed properly on this project.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

Trench Safety Measure (Description)	Units of Measure (Quantity/LS, SY)	Unit Cost	Unit Cost	Extended
A. <u>Trench Box 1-8x20</u>	<u>1 LS</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
B. <u>Trench Box 2- 6x6</u>	<u>1 LS</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

Total \$

\$12,000.00

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 15th day of November, 2023.

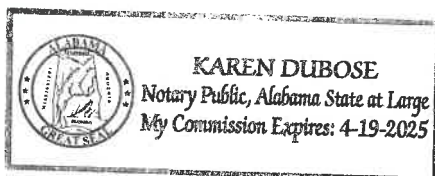
Firm: Bullard Excavating, Inc.

By: [Signature]

Title: President

(SEAL)

Sworn to and subscribed before me this 15th day of November, 2023.



Karen Dubose

Notary Public

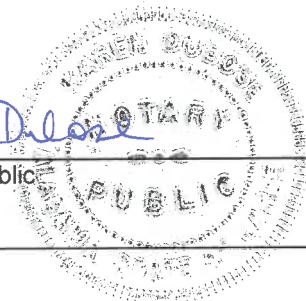


Exhibit 1, Bidder Experience and Data.

STATEMENT OF EXPERIENCE

Bidder: Bullard Excavating, Inc.

How Long in Business: 51 years At Current Address 25+ years

Principals: Don A. Bullard Title President

Karen Dubose Title Vice-President / Secretary

____ Title _____

Number of Personnel Currently Employed: 63

Number of Personnel Available for Project: 30

Gross Construction Revenue for Previous Year \$ 13,073,819

Type of Work Normally Performed: Clearing, Base, Pave, Utilities, Milling, Stormwater, Hauling, Curb + Gutter, Striping

Bidder must list largest 10 projects completed or currently under construction within the past 18 months, performed either as general contractor or sub contractor. List projects in order of dollar value from greatest to least. Do not omit any projects. Failure to include project may result in determination of non-responsive bid.

1. Project Name: Parker Lumber Yard

Amount \$ 2,228,355

Project Begin Date: 7/2022

Project Completion Date: Est. 12/2023

Engineer: Panhandle Engineering

Telephone No. 850-763-5200

Owner: Fulcrum Building Group

Telephone No. 941-713-4395

2. Project Name: Water Main Replacement & Roadway Resurfacing Along N. Cotton St. & 8th Ave Amount \$ 898,672
 Project Begin Date: 5/2023 Project Completion Date: 9/2023
 Engineer: Goodwyn Mills Cawood Telephone No. 334-271-3200
 Owner: City of Andalusia Telephone No. 334-222-3316
3. Project Name: South Bay Lumber Amount \$ 1,003,190
 Project Begin Date: 3/2022 Project Completion Date: 6/2023
 Engineer: Nautilus Civil Engineers Telephone No. 850-359-6290
 Owner: Fulcrum Building Group Telephone No. 941-713-4395
4. Project Name: Crestview Commons Amount \$ 1,551,255
 Project Begin Date: 2/2023 Project Completion Date: 5/2023
 Engineer: Robb & Taylor Engineering Solutions Telephone No. 321-302-2313
 Owner: Benchmark Crestview Commons, LLC Telephone No. 850-797-8332
5. Project Name: Fulcrum Truss Joist, DeFuniak Springs, FL. Amount \$ 2,968,626
 Project Begin Date: 3/2022 Project Completion Date: 4/2023
 Engineer: Core Engineering Telephone No. 850-650-2646
 Owner: Fulcrum Building Group Telephone No. 941-713-4395
6. Project Name: Solon Dixon Forestry Education Center Resurfacing Amount \$ 1,099,115
 Project Begin Date: 8/2022 Project Completion Date: 11/2022
 Engineer: Southern Engineering Solutions Telephone No. 334-222-1849
 Owner: Auburn University Telephone No. 334-844-4810

7. Project Name: Resurfacing and Erosion Repairs for Elba City Schools Amount \$ 1,046,095
 Project Begin Date: 6/2022 Project Completion Date: 11/2022
 Engineer: Southern Engineering Solutions Telephone No. 334-222-1849
 Owner: Elba Board of Education Telephone No. 334-897-3000
8. Project Name: CR 280 B Multi-Use Path in Walton Co., FL. Amount \$ 715,145
 Project Begin Date: 8/2022 Project Completion Date: 11/2022
 Engineer: Walton County Telephone No. 850-892-8108
 Owner: Walton County Telephone No. 850-892-8155
9. Project Name: Parallel Taxiway Rehabilitation at Evergreen Regional Airport Amount \$ 596,522
 Project Begin Date: 12/2021 Project Completion Date: 2/2022
 Engineer: Goodwyn Mills Coward Telephone No. 334-222-2699
 Owner: City of Evergreen Telephone No. 251-578-1574
10. Project Name: Repair Roads to Support Limited Use ECF's at Tyndall AFB, FL. Amount \$ 1,469,000
 Project Begin Date: 6/2021 Project Completion Date: 11/2021
 Engineer: Stantec Telephone No. 850-878-5001
 Owner: Dept. of the Air Force Telephone No. 850-283-6486

Bidder: Bullard Excavating, Inc.

SUBCONTRACTOR LISTING

The Bidder has fully investigated each subcontractor listed and has in his files evidence that each subcontractor fully complies with the requirements of these specifications, has engaged successfully in his line of work for a reasonable period of time, that he maintains a fully equipped organization capable, technically and financially, of performing the work required, and that he made similar installations in a satisfactory manner.

Name of Subcontractor	Description of Work
<u>"To Be Determined"</u>	

EQUIPMENT AND MATERIAL LISTING

The Bidder will furnish the following items of equipment and materials:

Name of Manufacturer	Description of Material and Equipment
<u>See attached</u>	

Bullard Excavating Inc. Equipment List

Page 1

11/14/2023

<u>Equipment Number</u>	<u>Description</u>	<u>Model</u>	<u>Serial Number 1</u>
0282	1984 AM General Tractor	M928	C52800282
0369	2019 Ford Transit Van		1FBZX2YM3KKA60369
3772	2021 Land Range Rover		SALGS2SEXMA423772
7349	2017 Ford F550 Dump Body	F550	1FD0X5HT6HEF27249
7752	2014 BMW 335i	335i	WBA3A9C58EF477752
A-206	CAT PC-206 Cold Planer	PC-206	
A-6414	Grapple Attachment		476414
AC-J221	99 Ingersoll Rand P185 Air Com	P185	300357UDJ221
B-0379	'11 Rosco 4830 Sweep Pro Broom	4830	60379
B-5732	'05 Rosco 4830 Sweep Pro Broom	4830	45732
BH-3010	2013 Bushwacker 15' Batwing		132323010
BRM-0556	2020 Kenworth W900	W900	1XKWD49X7LR390556
BRM-2363	2015 Freightliner 114SD Mixer	114SD	1FVHG3DV0FHGS2363
BRM-2364	2015 Freightliner 114SD Mixer	114SD	1FVHG3DV2FHGS2364
BRM-3502	2021 Kenworth Dump Truck	T880	1NKZX4TX5MJ453502
BRM-4793	2019 Freightliner 114SD Mixer	114SD	1FVHG3DVXKHKF4793
BRM-5275	2017 Freightliner 114SD Mixer	114SD	3ALHG3DV5HDJG5275
BRM-8710	2015 Kenworth T800 Mixer Truck	T800	1NKDLP0X0FJ448710
BRM-8714	2015 Kenworth T800 Mixer Truck	T800	1NKDLP0X8FJ448714
BS-9147	Herd Sure-Feed Broadcast Sprdr		BS-9147
BT-0589	2011 Rosco 4830 Broom	4830	60589
BT-0842	Kubota M5040 Tractor+sweeper	M5040	10842
BT-1213	2011 Superior DT80CT Broom	DT80CT	811213
BT-5464	Kubota MX5100D Broom Tractor	MX5100D	65464
BT-5467	2011 Rosco 4890 Sweep Pro	4890	65467
BT-8897	2017 Superior Sweeper		818897
CE-200B	Fast-Way 200 Barrel Cement Sil		
CE-1000	Bethlehem 1000 Gal Septic Mold		23-02-1000
CM-MBW	MBW Curb Machine		4500435
CS-0162	Rosco Chip Spreader	SPRH	30162
CS-0216	WH Spreadking 14' Chip Spreader		0216
CS-0824	Rosco SPR-H Chip Spreader	SPR-H	30824
CS-4337	ETNYRE CHIP SPREADER		K4337
CS-5296	Chip Spreader	Model K	K-5296
CT-0476	2015 CAT D5K2 Dozer	D5K2	KY200476
CT-0599	2021 CAT D4 LGP	D4 LGP	JPH00599
CT-1605	2015 CAT D5K2 LGP DOZER	D5K2 LGP	KYY01605
CT-3284	Komatsu D39PX Dozer	D39PX	KMT0D108A01003284
CT-5591	2017 Komatsu D39GPX Dozer	D39GPX	KMT0D130JHA095591
CTR-2372	2008 Peterbilt with Mixer	365	1NPSL00X08D752372
D-4757	John Deere Disk	630	4757
DT-0288	1979 AM GENERAL M917 DUMP TRUC	M917	OT58166710288
DT-0357	1979 AM General M917 Dump Truc	M917	OT58166710357
DT-0527	1979 AM General M920	M920	OT58166010527
DT-0622	2000 CHEVROLET C7500 DUMP TRUC		
DT-0771	1979 AM General M920	M920	OT58166010771
DT-0810	1999 GMC C series Dump Truck		1GDP7H1C0XJ500810
DT-0875	1989 Ford Distributor Truck		1FDZU90L1KVA00875
DT-1523	2022 International MV607 Distr	MV607	3HAEUMMN4L141523
DT-2274	1984 AM GENERAL M915A1	M915A1	1UTSH6686ES002274
DT-2767	2019 Kenworth T800	T800	AL19AN00707042767
DT-2942	BMV 5 Ton 6x6 Dump Truck		3102942
DT-8327	1992 Ford F800 Distributor	F800	1FDYK84AXNVA28327
DT-9153	2001 Sterling Freighliner	Distributor	2FZHAWAK01AH49153
FT-0191	1983 AM GENERAL M915A1	M915A1	1UTSH6685DS000191
GH-8	Blue GH-8 Ground Hog	8'	
GRADER	Dura Grader 9ft. Leveling Blad		
HB-7453	DURA TECK HAYBUSTER 2554		DJ047453
M-0185	CAT HM315B Mulcing Head	HM315B	HMC00185
MG-0386	CAT 12H Motorgrader	12H	CAT0012HECBK00386
MG-0406	2004 Champion C70 Motorgrader	C70	C708260406
MG-1200	2019 CAT 12M3 Motor Grader	12M3	N9F01200
MG-6224	John Deere 670D Motorgrader	670D	DW670DX616224
ML-4245	GENIE S60 4X4 MANLIFT		4245
MM-0153	2017 Roadtec RX500-3C Millin	RX500	RX500153
MM-0363	1998 Wirtgen Milling Machine	1900D	520080160460363

Bullard Excavating Inc. Equipment List

Page 2

11/14/2023

Equipment Number	Description	Model	Serial Number 1
MM-3138	Galion RP-60 Asphalt Reclaimer	RP-60	0193138
PU-0024	2019 Nissan Titan XD	XD	1N6BA1F43KN520024
PU-0237	2019 Dodge RAM 2500 Limited	2500 Limited	3C6UR5TL5KG530237
PU-0622	2019 Dodge RAM 2500	2500 Limited	1C6UR5SL2KG560622
PU-0834	2013 Ford F150 XL	F150 XL	1FTEX1CM6DFA80834
PU-0928	2007 Ford F150	F150	1FTRX12W57NA60928
PU-1059	2018 Ford F550	F550	1FD0W5HT9JEC11059
PU-2333	2016 Nissan Titan XD	Titan XD	1N6BA1F44GN502333
PU-3715	2014 Dodge RAM 2500	2500	3C6UR5FL4EG173715
PU-5076	2015 Ford F350	F350	1FT8W3DTXFEC95076
PU-5318	2014 Ford F150 XL	F150 XL	1FTEX1CM0EFA85318
PU-6716	2017 Nissan Titan XD	XD	1N6BA1F48HN566716
PU-6783	2007 Ford F250SD	F250 SD	1FDNF205X7EB06783
PU-7797	2016 DODGE RAM 5500	5500	3C7WRNFL2GG217797
PU-8089	2018 Dodge RAM 3500	3500	3C7WRTCL2JG398089
PU-8394	2019 Ford F350	F350	1FT8W3DT4KEF28394
PU-8699	2012 Dodge RAM 3500	3500	3C7WDSCL4CG328699
PU-8865	2017 Ford F350	F350	1FD8W3HT9HEE78865
RTP-3031	2014 Roadtec RP-190E Paver	RP-190E	3031
RTR-1056	2021 Weiler CT3FV Roller	CT3	1W900CT3EL0001056
RTR-8090	Ingersoll Rand PT-125R Roller	PT-125R	148090
RW-0190	'96 Barber Greene Road Widener	BG730	1XL00190
SB-B260	Finn Straw Blower		B260
SC-0461	1997 John Deere 762B Scraper	762B Series II	830461
SC-3579	John Deere 762B Scraper	762B	743579
SC-3870	CAT 613C Scraper Pan	613C	93X03870
SDR-0569	2018 Hamm H10i Roller	H10i	WGH0H235HHAA00569
SDR-5180	Bomag BW172D-2 Smooth Drum	BW172D-2	1205180
SDR-5676	Volvo DD90HF Roller	DD90HF	275676
SDR-5845	Ingersoll Rand SD100D Roller	SD100D	175845
SM-9405	1987 Ford Tank Truck L8000	L8000	1FDYV82A3HVA59405
SS-1278	'18 Takeuchi TL10V2 Skid Steer	TL10V2	410001278
SS-3675	ASV PT100 Skid Steer Loader	PT100	PT003675
SS-6538	2021 CAT 289D3 Track Loader	289D3	JX906538
SS-9368	2022 CAT 289D3 Track Loader	289D3	JX909368
ST-2191	2011 Dodge Ram 5500 Service Tr	5500	3D6WU7EL3BG552191
ST-4044	2015 Ford F450	F450	1FD0X4GT5FEB34044
ST-5449	2005 Isuzu Flatbed-Tanks&Boxes	NPR-HD 4X2 68"	JALB4B16257005449
ST-9196	2014 DODGE RAM Service Truck	RAM 5500 4X4 CAB	3C7WRNBL0EG249196
T-0261	2009 Construction 40' Dump Trl	40' Dump	5TU3440299S000261
TH-0112	2015 Volvo EC250EL Excavator	EC250EL	310112
TH-0538	2023 CAT 313GC Excavator	313GC	JHR20538
TH-0618	2021 Takeuchi TB260CRA Mini Ex	TB260CRA	12610618
TH-0746	CAT 313F Excavator	313F	DJE10746
TH-4477	2019 Volvo ECR88D Excavator	ECR88D	214477
TH-4694	2020 Volvo EC300EL Excavator	EC300EL	EC300EE00314694
TH-6081	2022 Volvo EC250EL Excavator	EC250EL	VCEC250EJ00316081
TH-87082	2019 John Deere 35G Compact Ex	35G	1FF035GXAKK287082
TL-15HM	2013 16' Utility Trailer	UTIL 16' OPEN	AL020515HM
TL-186K	1974 Circle W Trailer	CIRCLE W GOOSENECK	83186K
TL-0397	'02 Better Built PintleH Tilt	30' Pintle Hook Tilt Deck	4MNFB283421000397
TL-0425	2016 Load Trail Dump Trailer	16' Dump	4ZEGD1622G1100425
TL-1019	2014 Manac Drop Deck Trailer		5MC125318E5141019
TL-1080	2018 Etnyre Trailer 53'		1E9324234JE111080
TL-1186	2002 Better Built Trailer	PH2722DT	4MNDP272721001186
TL-1207	2016 Etnyre Lowboy Trailer		1E9320425GE111207
TL-1549	1997 Dorsey Trailer old Clark	DGTS-48	1DTD10Z27WG051549
TL-1710	2005 Trailboss Lowboy Trailer	LOWBOY	4S0DK422151001710
TL-4075	1989 Trail King 22' Trailer		1TKC02238DM114075
TL-4490	1999 TRAIL EZE TRAILER		1DA72C780XM014490
TL-4542	17 Texas Pride Dump Trlr 24'	24' Dump	1B9K2HGD7HB624542
TL-4814	2001 Polar APX9 Tanker Trailer	APX9	1PMB1422012024814
TL-5073	2021 Big Tex Trailer		16V1C2723M3035073
TL-5138	2007 TRAVIS Dump Trailer 26'	26'	48X2E264271005138
TL-7001	2000 KMC Gooseneck Trailer	LOWBOY	1A9382424YA417001
TL-7966	2013 Eager Beaver Flip		112KAP057DL077966
TL-8149	2013 Eager Beaver 55G Lowboy	55G LOWBOY	112SD5539DL078149
TL-9567	1985 Dorsey Flatbed Trailr 45'		1DTP16W24FA169567

**Bullard Excavating Inc.
Equipment List**

Page 3

11/14/2023

Equipment

<u>Number</u>	<u>Description</u>	<u>Model</u>	<u>Serial Number 1</u>
TP-0377	2019 CAT AP655F PAVER	AP655F	CATAP655HMH600377
TP-1509	2014 Weiler P385 Track Paver	P385	P385A-1509
TP-2967	2019 Weiler P385BFV Paver	P385BFV	P385B-2967
TP-4235	2023 Weiler P385CFV Paver	P385CFV	P385C-4235
TR-0424	2011 Freightliner M2 Convent	M2	1FVACXBS7BHAZ0424
TR-8104	1999 Freightliner		1FV68HBA7XHB58104
TR-9645	Mack		
VAR-0382	2011 Hamm HD14VV Roller		H2010382
VAR-0384	2021 CAT CB36B 55" Vib Roller	CB36B	M3600384
VAR-0401	Hamm HD14-W Tand Roller	HD14-W	720401
VAR-0686	2015 CAT CB24B Roller	CB24B	CATCB24BJ42000686
VAR-0739	VOLVO DD25 Roller	DD25	VCE00D25K0H650739
VAR-2308	2019 Volvo DD30B Roller	DD30B	S272308
VAR-4718	Ingersoll Rand DD24 Tandem Rol	DD24	174718
VAR-5261	2011 Volvo DD29 Roller	DD29 Double Drum	VCE00D29TOS275261
VAR-5629	Ingersoll Rand DD90HF Roller	DD90HF Double Drum	195629
VT-1351	2005 Peterbilt 385 Vault Truck	385	1NPGLU0X15N851351
VT-1737	2007 Peterbilt 385 Vault Trk	385	1NPGLU0X07N731737
WL-1909	2001 CAT 938G Wheel Loader	938G	4YS01909
WL-2906	John Deere 524K Wheel Loader	524K	1DW524KZTEE662906
WL-3241	2015 Volvo L90H Wheel Loader	L90H	623241
WL-8054	KOMATSU WA270-8 Wheel Loader	WA270-8	A28054
WL-9420	John Deere 644 G Wheel Loader	644G	DW644GB549420
WP-0429	Thompson Water Pump		4DDL-295
WT-0840	Kubota M5040 Tractor	M5040	10840
WT-2127	2017 John Deere 5065E Tractor	5065E	1PY5065ECHH102127
WT-4095	New Holland TD5040 Tractor	TD5040	ZCJN24095
WT-4536	2010 John Deere 6330 MFWD	6330 MFWD	654536
WT-7237	New Holland TN55 Wheel Tractor	TN55	1267237
WT-8193	Kubota M5-091HD12 Tractor	M5-091HD12-1	KBUM4DDRKN8F58193
WTR-3315	06 International 7000 Water Tr	7000	1HTWXSBT16J243315
WTR-8679	1990 FORD L9000 WATER TRUCK	LTS9000	1FDZY90L2LVA48679
WTR-9968	2010 Freightliner M2 Water Tr	M2	1FVACVDU5ADA59968

CERTIFICATION BY BIDDER REGARDING EQUAL OPPORTUNITY EMPLOYMENT

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

Bullard Excavating, Inc.
13264 Eva Drive
Andalusia, Alabama 36420

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☒ No ()
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☒ No ()
3. Bidder has filed all compliance reports due under applicable instructions, including SF 100.
Yes ☒ No ()
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended?
Yes () No ☒

NAME AND TITLE OF SIGNER (Please Type):

Don A. Bullard President
Name Title

Don A. Bullard November 15, 2023
(Signature) (Date)

**CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES**

City of Crestview Crestview Downtown Streetscape Renovation

Name of Prime Contractor: Bullard Excavating, Inc.

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000). See page 00330-2.
- (c) No segregated facilities will be maintained.

Print Name and Title of Signer:

Don A. Bullard
Print Name

President
Print Title

Don A. Bullard
Signature

November 15, 2023
Date

CONTRACTOR

Section 3 Plan Format

Bullard Excavating, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within Chipley, Florida.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

As officers and representatives of Bullard Excavating, Inc.
(Name of Contractor)

We, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Don A. Bullard
Signature Don A. Bullard

President
Title

November 15, 2023
Date

Karen Dubose
Signature Karen Dubose

Vice President/Secretary
Title

November 15, 2023
Date

FOR THE PERIOD COVERING _____, 20__ THROUGH _____,
20_____

[illegible]

449302-1-54-01

Project Number

11/15/2023

Date

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1 JOB CATEGORY	COLUMN 2 TOTAL ESTIMATE POSITIONS	COLUMN 3 NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	COLUMN 4 NO. POSITIONS NOT CURRENTLY OCCUPIED	COLUMN 5 NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANGMT				
OFFICE CLERICAL				
SERVICE WORKER				
OTHER				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

*Lower Income Project Area residents. Individuals residing within Chipley, Florida, whose family income does not exceed 80% of the median income in the State.

Bullard Excavating Inc.

Company

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN
CERTIFICATION BY PROPOSED CONTRACTOR
REGARDING EQUAL EMPLOYMENT
OPPORTUNITY

NAME OF CONTRACTOR

PROJECT NUMBER

Bullard Excavating Inc.

Crestview Downtown Streetscape Renovation

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractors has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

"To Be Determined"

1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.

Yes () No ()

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes () No ()

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes () No () NA ()

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes () No ()

NAME AND TITLE OF SIGNER (Please Type):

Signature

Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR
REGARDING SECTION 3 AND SEGREGATION FACILITIES**

NAME OF SUBCONTRACTOR

PROJECT NAME AND NUMBER

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000). See page 00330-2.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of

1964. NAME AND TITLE of Signer (Print or Type):

Signature

Date

"To Be Determined"

Bidder: Bullard Excavating, Inc.

CERTIFICATION OF LABOR STANDARDS AND WAGES

TO (Appropriate Recipient):

DATE:

City of Crestview

November 15, 2023

c/o

PROJECT NUMBER (If any):

23-11-15-PS

PROJECT NAME:

City of Crestview Downtown Streetscape Renovation

1. The undersigned, having executed a contract with the City of Crestview, State of Florida, for the construction of the above-identified project, acknowledges that:

- a) The Labor Standards provisions are included in the aforesaid contract;
- b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractor.

4. He certifies that:

- a) The legal name and the business address of the undersigned are:

Bullard Excavating, Inc., 13264 Eva Dr., Andalusia, AL 36420

- b) The undersigned is:

(1) A single proprietorship

☒ (3) A corporation organized in the State of Alabama

(2) A partnership

(4) Other organization (Describe)

- c) The name, title and address of the owner, partners or officers of the undersigned are:

Name

Title

Address

Don A. Bullard

President

13264 Eva Dr. Andalusia, AL 36420

Karen Dubose

V.P./Sec

13839 US Hwy 29, Andalusia, AL 36420

- d) The names and addresses of all other persons , both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Title	Address
None		

- e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Title	Address
Hot Mix Transpnts Inc (Trucking)	Shareholder	14217 Starnes Lane, Andalusia, AL
Bullard Ready Mix, LLC (Concrete)	Manager	13264 Eva Dr. Andalusia, AL

Bullard Excavating Inc.
(Contractor)

Date November 15, 2023

By 

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, Makes, passes, utters, or publishes any statement, knowing the same to be false Shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

Bidder: Bullard Excavating, Inc.

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

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

1. This sworn statement is submitted with Bid, Proposal, or Contract No. for
City of Crestview Downtown Streetscape Renovation
2. This sworn statement is submitted by Bullard Excavating, Inc. whose business address is
13264 Eva Dr., Andalusia, AL 36420 and (if applicable) its Federal Employers
Identification Number (FEIN) is (If the entity has no FEIN, include the social security number
of the individual signing this sworn statement: 63-0735783.)
3. My name is Don A. Bullard and my relationship to the entity named above is
President.
4. 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 any 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 any 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.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) means a finding of guilt or a conviction of a public entity crime, with or without 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.
6. 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 persons, 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.
7. 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 any entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: (Please indicate which statement applies.)

X

Neither the entity submitting this sworn statement, nor any 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 the 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, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

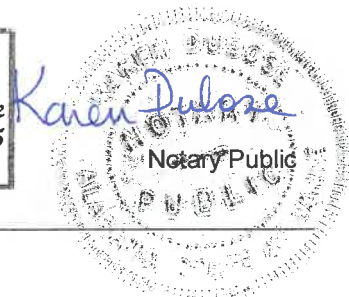
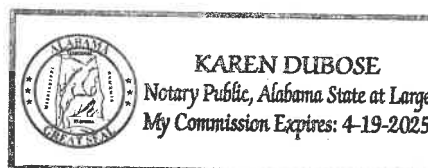
_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order was entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attached a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Date:

STATE OF Alabama
COUNTY OF Covington

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Don A. Bullard, who, after first providing drivers license for identification and being sworn by me, affixed his signature in the space provided above on this 15th day of November, 2023.



Bidder: Bullard Excavating, Inc.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY
EXCLUSION**

**Lower Tier Covered
Transactions**

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Don A. Bullard
Name

City of Crestview
Local Government

President
Title

Bullard Excavating, Inc.
Firm

13264 Eva Dr.
Street Address

Andalusia, AL 36420
City, State, Zip

11-15-2023
Date

CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)Cost	Extended Cost	Unit Extended
A.	<u>Trench Box 1- 8x20</u>	<u>1</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
B.	<u>Trench Box 2-6x6</u>	<u>1</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
C.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
D.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
				Total:	\$ <u>12,000.00</u>

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

By: Don A. Bullard, President

Bidder Bullard Excavating, Inc.

Date November 15, 2023


Authorized Signature

**STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees 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' 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 under bid 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 not 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 is such is available in the employee's community, by an 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.


BIDDER SIGNATURE *Don A. Bullard*
President

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing
and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers or mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of any interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- (d) The wage rate (including fringe benefits where appropriately determined pursuant to subparagraphs (1)b or c of this paragraph) shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (ii) Whenever the minimum wage rate prescribed in the contract class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iii) If the contractor does not make payments to a trustee or other person, the contractor may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon written request of the contractor that the applicable standards of the Davis-Bacon Act have been met, the Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- 2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers or mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of the wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its assignee may, after written notice to the contractor, sponsor or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the contract and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment to the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete.
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (4) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.
 - (5) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
4. (i) **Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) **Trainees.** Except as provided in 29 CFR 5.16 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246 as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. **Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1.3 and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees of their general representatives.
10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (not he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 4.
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract.

PUBLIC ACCESS FORM

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

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency; and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If contractor has questions regarding the application of Chapter 119, Florida Statutes, to contractor's duty to provide public records relating to this Agreement, contractor shall contact the Custodian of Public Records at:
Maryanne Schrader, City Clerk
City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.


Signature Don A. Bullard
President



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jayce Vanderford, Project Manager
DATE: 12/6/2023
SUBJECT: DEP Agreement No. LPA0502- Crestview Benjamin St. Septic to Sewer

BACKGROUND:

On January 11, 2023, City staff sent a state appropriations request to state representatives for the Benjamin St. Septic to Sewer Project. The request was for \$300,000 in grant match project funding. The project is located on Benjamin Street, which is a historic low-income area of the City of Crestview. Currently, about 12 homes and a church in this area are using septic tanks for sewer treatment. However, the surrounding area has access to sewer services, and this project will provide the necessary infrastructure to connect the Benjamin Street area to the city's sewer system. The project will help to reduce the environmental impact associated with septic tanks. The project will involve the construction and installation of approximately 1,700 linear feet of new sewer force main and sewer laterals. The sewer laterals will run from the central force main to each of the 13 properties along Benjamin Street and Bess Avenue.

DISCUSSION:

On November 15, 2023, the Florida Department of Environmental Protection issued DEP Agreement No. LPA0502 to be executed by the City of Crestview and the Florida Department of Environmental Protection.

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 total project cost is \$500,000, funded by a \$300,000 grant from the Florida Department of Environmental Protection and the remaining costs from Sewer Capital Expenses Improvements/Other than buildings 440.1735.533.63.01 in the FY 2024 budget.

RECOMMENDED ACTION

Staff respectfully requests a motion to accept and execute grant agreement LPA0502 between the City of Crestview and the Department of Environmental Protection, allowing for the Mayor's signature.

Attachments

1. LPA0502 - Crestview Benjamin St. Septic to Sewer - Ready for Signature

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Crestview Benjamin St. Septic to Sewer** Agreement Number: **LPA0502**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Crestview** Entity Type: **Local Government**
Grantee Address: **198 Wilson Street North, Crestview, FL 32356** FEID: **59-6000295** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **November 30, 2025**

4. Project Number: Project Location(s): **Lat/Long: (30.7462, -86.5722)**
(If different from Agreement Number)

Project Description: **The Grantee will construct approximately 1,700 linear feet of a new sewer force main and sewer laterals extending from the central force main to 13 properties along Benjamin Street.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 300,000.00	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 300,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 300,000.00

6. Department's Grant Manager Name: Katie Lewis or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2829 Email: katie.lewis@FloridaDEP.gov	Grantee's Grant Manager Name: Jayce Vanderford or successor Address: City of Crestview 198 Wilson Street North Crestview, FL 32536 Phone: 850-682-1560 Email: jaycevanderford@cityofcrestview.org
---	--

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Crestview

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

J.B. Whitten, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Katie Lewis, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

Attachment 1

3 of 13

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

Attachment 1

4 of 13

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

Attachment 1

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- i. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

Attachment 1

11 of 13

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0502**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Crestview Benjamin St. Septic to Sewer. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

Attachment 2

2 of 3

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Crestview Benjamin St. Septic to Sewer

PROJECT LOCATION: The Project will be located in the City of Crestview within Okaloosa County; Lat/Long (30.7462, -86.5722). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: Benjamin Street (St.) is in an historic low-income sector of the City of Crestview (Grantee) where approximately 12 homes and a church are currently serviced with septic tanks for sewer treatment. Sewer is available in the surrounding Project area and this Project will provide the necessary infrastructure to connect to the Grantee's sewer system. This Project will help to reduce the environmental impact associated with septic tanks.

PROJECT DESCRIPTION: The Grantee will construct and install approximately 1,700 linear feet of new sewer forcemain and sewer laterals. The sewer laterals will extend from the central forcemain to each of the 13 properties along Benjamin Street and Bess Avenue. The sewer laterals will be installed on the same side of the existing buildings as the septic tanks for ease of future connections.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Construction

Deliverables: The Grantee will construct the Crestview Benjamin St. Septic to Sewer forcemain in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$300,000	07/01/2023	05/31/2025
Total:			\$300,000		

Figure 1. Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	State Appropriation Category

Total Award	\$300,000
-------------	-----------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0502
Project Title:	Crestview Benjamin Street Septic to Sewer
Grantee Name:	City of Crestview
Grantee's Grant Manager:	Katie Lewis
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**

- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Assistant Director
DATE: 12/6/2023
SUBJECT: Foxwood Low Pressure Sewer System Award of Contract

BACKGROUND:

2021-02 was the Task Order assigned to Jacobs Engineering to complete the design and bid for a new low pressure sewer system force main throughout the Foxwood Estates Neighborhood. The contractor shall provide and install the new sewer system in accordance with the plans and specifications and shall include all materials and labor to provide a fully functioning and reliable wastewater conveyance system.

DISCUSSION:

Bids were opened on Thursday, November 16th by the City Clerk in the Council's Chamber. The city received three bids submitted by Constantine Constructors, Talcon Group, and Utility Service Company for construction of the Foxwood Estates Low Pressure Sewer System. The apparent low, responsive, responsible bidder is Constantine Constructors in the amount of \$1,159,292.00

However, within the bid tabulation there were observed discrepancies between Constantine Constructors' Unit Costs and the extended base bid totals. This discrepancy was found to result in a variance of \$3,098 between the listed and calculated total base bid price. The correct total base bid was calculated to be \$1,156,194.00 (see attachments).

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.

Community Character- Promote desirable growth with a hometown atmosphere

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The bid total from Constantine Constructors is one million, one hundred fifty-six thousand, one hundred ninety-four dollars and no cents - \$1,156,194.00. This item is already budgeted in the 2024 FY Sewer Account (440-1735-533.63-01). The bid total falls within the budgeted amount, which is one million, nine hundred ninety-eight thousand, seven hundred twenty dollars and no cents - \$1,998,720. (See attached bid information)

RECOMMENDED ACTION

Staff respectfully requests the approval of the Constantine Constructors bid of \$1,156,194.00 for the Foxwood Low Pressure Sewer System project and allow the City Manager and Public Service Director to negotiate a price with the contractor to install the service connections.

Attachments

1. Constantine Constructors Bid Submittal
2. Foxwood LPS_Bid Tab

SECTION 00300

BID FORM

SUBMITTED: November 16, 2023
Date

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW**
Foxwood Estates Neighborhood Low Pressure Sewer
System Project – Phase 1 Force Mains

NAME OF BIDDER: Constantine Constructors, LLC

BUSINESS ADDRESS: 1988 Lewis Turner Blvd Unit 3, Fort Walton Beach, FL 32547

Phone No.: 850.833.6978

Fax No.: 888.862.5808

E-Mail Address: dmarshall.ccl@gmail.com

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1520982, CUC1225684

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

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

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

No. <u>1</u>	Dated <u>11/16/2023</u> ;	No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u> ;	No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u> ;	No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u> ;	No. <u> </u>	Dated <u> </u>

(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:

FOXWOOD LOW PRESSURE SEWER SYSTEM

	Trench Safety Measure Description	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	Trench Safety Box	LF	20	\$ 250.00	\$ 5,000.00
B				\$	\$
C				\$	\$
D				\$	\$
TOTAL:					\$ 5,000.00

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.

FOXWOOD LOW PRESSURE SEWER SYSTEM

NAME OF BIDDER: _____

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.: _____

FOXWOOD LOW PRESSURE SEWER SYSTEM

BID SUMMARY

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Item Cost
1	Mobilization/Demobilization	1	LS	\$ 12,118	\$ 12,118
2	General Conditions	1	LS	\$ 71,033	\$ 71,033
3	4-Inch Low Pressure Sewer	4500	LF	\$ 61	\$ 275,088
4	3-Inch Low Pressure Sewer	2000	LF	\$ 43	\$ 86,666
5	2-Inch Low Pressure Sewer	12000	LF	\$ 33	\$ 397,922
6	Flushing Connection (Manhole)	1	EA	\$ 3,888	\$ 3,888
7	Flushing Connection (Box)	32	EA	\$ 867	\$ 27,749
8	4-Inch Isolation Valves	10	EA	\$ 1,421	\$ 14,211
9	3-Inch Isolation Valves	8	EA	\$ 1,297	\$ 10,372
10	2-Inch Isolation Valves	29	EA	\$ 1,130	\$ 32,759
11	Service Connections	144	EA	\$ 499	\$ 71,789
12	Air/Vacuum Valve Assembly	8	EA	\$ 3,183	\$ 25,461
13	Erosion Control	1	LS	\$ 1,209	\$ 1,209
14	Road and Driveway Repair	1	LS	\$ 15,964	\$ 15,964
15	Site Restoration	1	LS	\$ 13,062	\$ 13,062
16	Owners Allowance	1	LS	\$ 100,000	\$ 100,000

TOTAL BASE BID

One million, one hundred fifty nine thousand, two hundred ninety two dollars and no cents
(In words)

\$ 1,159,292
(In numbers)

The Owner may or may not elect to accept the inclusion of Deductive Alternate No. 1 at the time of award of the Contract at the Owner's sole discretion. The Owner reserves the right to award the project to the apparent low and responsive bidder with or without the inclusion of Deductive Alternate Bid Item 1.

Deductive Alternate No. 1 - 90 Day Contract Extension

Bidder further proposed that if the Owner elects to extend the contract time 90 days, the Contract Price will be reduced in the amount of:

Zero dollars and no cents
(In words)

\$0.00
(In numbers)

FOXWOOD LOW PRESSURE SEWER SYSTEM

NAME OF BIDDER: Constantine Constructors, LLC

A CORPORATION

Constantine Constructors, LLC

(Corporation Name)

Florida

(State of Incorporation)

By David G. Marshall

(Name of Person Authorized to Sign)

President, Member

(Title)



(Authorized Signature)

(Corporate Seal)

Attest Chad Ekhart

(Secretary)



Business Address: 1988 Lewis Turner Blvd Unit 3, Fort Walton Beach, FL 32547

Phone No.: 850.833.6978

Fax No.: _____

E-Mail Address: dmarshall.ccl@gmail.com

Corporation President: David G. Marshall

Florida License No.: CGC1520982, CUC1225684

NAME OF BIDDER: _____

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).

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

Surety's Name: Atlantic Specialty Insurance Company

Surety's Address: 605 Highway 169 North, Suite 800

Plymouth, MN 55441

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

Jeff Cutshall/Marsh McLennan Agency

10 Inverness Center Parkway | Suite 400 | Birmingham, AL | 35242

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.

FOXWOOD LOW PRESSURE SEWER SYSTEM

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS

Item No.	Equipment Item	Base Bid Material
1.	Fortiline/ Central Plastics Co.	Fittings
2.	Fortiline - ISCO	HDPE
3.	Fortiline - Pratt - Valves	Valves

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:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	HDPE		33 05 01 10	Integrity Fusion	0.00
2.	Valves		40 27 02	Mueller	0.00
3.	Fittings		33 05 01 10	Performance Pipe	0.00
4.					
5.					
6.					
7.					
9.					
10.					

END OF SECTION

SECTION 00301

QUESTIONNAIRE

DATE: 11/16/2023

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

NAME OF BIDDER: Constantine Constructors, LLC

BUSINESS ADDRESS: 1988 Lewis Turner Blvd Unit 3, Fort Walton Beach, FL 32547

Phone No. 850.833.6978

CONTRACTOR'S FLORIDA LICENSE NO. CGC1520982, CUC1225684

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?

April 22, 2022 Formerly known as Constantine Constructors, Inc

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)

SEE ATTACHMENT

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

No

FOXWOOD LOW PRESSURE SEWER SYSTEM

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

Refer to Section 00302 (References)

SEE ATTACHMENT

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

Yes. Possible Ground Water

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

Yes. HDD

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

Mini excavator, Skid Steer.

8. What equipment will you purchase for the work?

N/A

9. What equipment will you rent for the work?

N/A

END OF SECTION

SECTION 00301-A
SUBCONTRACTOR LISTING

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

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

<u>Firm Name, Address and Telephone Number</u>	<u>Trade</u>	<u>Estimated Dollar Amount</u>
* Cinch Underground 751 Kirkland Rd Chipley, FL 32548	HDD	\$ 500,000.00
* _____ _____	_____	\$ _____
* _____ _____	_____	\$ _____
* _____ _____	_____	\$ _____
* _____ _____	_____	\$ _____
* _____ _____	_____	\$ _____
* _____ _____	_____	\$ _____

Use additional sheets if necessary.

END OF SECTION

FOXWOOD LOW PRESSURE SEWER SYSTEM

SECTION 00302

REFERENCES

Project Name: Foxwood Estates Low Pressure Sewer System Project – Phase 1 Force Mains

OWNER

CONTACT PERSON

TELEPHONE NUMBER

SEE ATTACHMENT

CCL Partial Project List and References June 2023

Date	Client Name	Project Name	Consultant	Project Manager	Project Cost
2021	12 Parks LLC, Newnan, GA	New, 125 MGD WRF	Constantine Engineering	Jim Kizer, PE - 850.244.5800	\$ 2,355,108
2020	Citrus County, FL	Crystal Isle RV Resort & River Cove Landings Plant Interconnection	Jones Edmunds	Troy Hays, PE - 352.377.5821	\$ 614,711
2020	Citrus County, FL	Forestview Stonebrook MHP WW System	Stroud	Brent Heath, PE - 352.642.4412	\$ 1,330,735
2020	Citrus County, FL	Montezuma Improvements	Jones Edmunds	Troy Hays, PE - 352.377.5821	\$ 1,423,292
2021	Citrus County, FL	Sea Otter Path Sewer Extension	JACOBS	Seth Traiman, PE - 850.438.2740	\$ 433,531
2022	City of Crestview, FL	Blackwater Golf Club LS & FM	CPH	Jason Toodle, PE - 850.563.1490	\$ 486,892
2022	City of Mary Esther, FL	Oleander Pkwy Gravity Sewer Rehab			\$ 191,677
2020	Dauphin Island Utilities, AL	LS 6, 15, and 13 Rehab	Constantine Engineering	Jim Smith, PE - 256.996.8844	\$ 150,000
2020	Decatur Utilities, AL - Atlas Copco	R&R Blowers	Constantine Engineering	Jim Smith, PE - 256.996.8844	\$ 344,850
2021	Decatur Utilities, AL - Parksons	R&R Headwork Screens	Constantine Engineering	Jim Smith, PE - 256.996.8844	\$ 125,000
2020	Eglin AFB, FL	Jackson Guard R&R LS	American States Utility Services	Roger Ivison - 850.377.0924	\$ 346,964
2021	Eglin AFB, FL	AMMO - HERD Phase 2	American States Utility Services	Roger Ivison - 850.377.0924	\$ 892,505
2021	Eglin AFB, FL	AMMO - HERD Phase 1.1, 1.2, 1.3	American States Utility Services	Roger Ivison - 850.377.0924	\$ 2,762,717
2021	Eglin AFB, FL	LS 526 R&R LS	American States Utility Services	Roger Ivison - 850.377.0924	\$ 382,245
2022	Eglin AFB, FL	LS 1316 R&R LS	American States Utility Services	Roger Ivison - 850.377.0924	\$ 285,774
2023	Eglin AFB, FL	LS 667 R&R LS	American States Utility Services	Roger Ivison - 850.377.0924	\$ 961,670
2023	Eglin AFB, FL	LS 1352 R&R LS and Oil Water Separator	American States Utility Services	Roger Ivison - 850.377.0924	\$ 290,856
2019	Greenville Water, SC	North Saluda River 36" Water Main Repair	Constantine Engineering	Joey Downey, PE - 256.886.3383	\$ 238,000
2019	Greenville Water, SC	North Saluda Reservoir Outlet Structure	Constantine Engineering	Joey Downey, PE - 256.886.3383	\$ 216,705
2020	Greenville Water, SC	Table Rock Outlet Structure - New Energy Dispipation Structure	Constantine Engineering	Joey Downey, PE - 256.886.3383	\$ 609,615
2020	Okaloosa Water and Sewer, FL	Repair Anoxic Zone Mixers	Constantine Engineering	Joey Crews, PE - 850.244.5800	\$ 5,760
2020	Okaloosa Water and Sewer, FL	Repair CL2 Lines	Constantine Engineering	Joey Crews, PE - 850.244.5800	\$ 3,788
2021	Ozark Mountain Construction, AR	Eglin AFB, FL - Demo Tank	American States Utility Services	Roger Ivison - 850.377.0924	\$ 23,471
2021	Ozark Mountain Construction, AR	Eglin AFB, FL - Demo Tank	American States Utility Services	Roger Ivison - 850.377.0924	\$ 26,501
2020	Santa Rosa County, FL	Navarre LS 6 and FM	JACOBS	Scott Jernigan, PE - 850.438.2740	\$ 408,828
2023	Santa Rosa County, FL	Navarre Beach WRF Waste Valve	JACOBS	Scott Jernigan, PE - 850.438.2740	\$ 100,888
2022	St Sylvester Catholic Church, Gulf Breeze	R&R Two 20 ton A/C Units	N/A	Mark Burson - 850.939.3020	\$ 86,648

SECTION 00310

DRUG-FREE WORK PLACE

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

that Constanine Constructors, LLC does:
(Name of Business)

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

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

X

Proposer's Signature

November 16, 2023

Date

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

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, Crestview, Florida
(print name of the public entity)

by David G. Marshall, President/Member
(print individual's name and title)

for Constantine Constructors, LLC
(print name of entity submitting sworn statement)

whose business address is 1988 Lewis Turner Blvd Unit 3 Fort Walton Beach,
FL 32547

and (if applicable) its Federal Employer Identification Number (FEIN) is 85-0850101
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.

X 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.

Page 139 of 299

SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Okaloosa

_____, being first duly sworn deposes and says that:

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

By 

FOXWOOD LOW PRESSURE SEWER SYSTEM

Sworn and subscribed to before me this 16th day of November, 2023, in the State of Florida, County of Okaloosa.

Selena C. Krallman Notary Public

My Commission Expires: 03/17/2024



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 CostTrench BoxFive thousand dollars and no cents(Cost in Words)TOTAL \$ 5,000.00

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

Company Name: Constantine Constructors, LLCDate: 11/16/2023By: 

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Constantine Constructors LLC as Principal, and Atlantic Specialty Insurance 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) _____ 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 16 day of November, 2023.

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 Blackwater Golf Club Lift Station and Force Main Project.

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.

FOXWOOD LOW PRESSURE SEWER SYSTEM

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.

FOXWOOD LOW PRESSURE SEWER SYSTEM

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

Principal (Print Full Name):

Surety (Print Full Name):

Constantine Constructors LLC

Atlantic Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature] (L.S.)

By: [Signature]
Signature (attach power of attorney)
Jeffrey W. Cutshall

Title: President, Member

Title: Attorney-in-Fact

Attest: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title
Jennifer Barranco Senior Account Manager

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jeffrey W. Cutshall, Albert B. Evans, Ryan R. McClendon, Jennifer Barranco**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

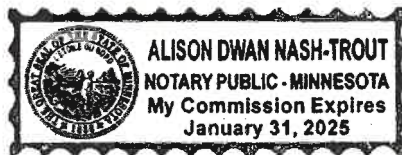
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

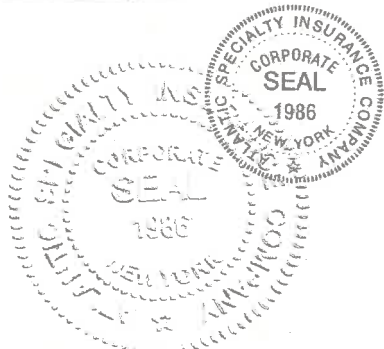


Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of November, 2023.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

City of Crestview

Foxwood Estates Low Pressure Sewer Force Main

Bid No. 23-11-16

Bid Tabulation

Item	Description	Estimated Quantity	Unit	Constantine Constructors		Talcon Group		Utility Services Company	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	Mobilization/Demobilization	1	LS	\$ 12,118.00	\$ 12,118.00	\$ 100,000.00	\$ 100,000.00	\$ 8,548.36	\$ 8,548.36
2	General Conditions	1	LS	\$ 71,033.00	\$ 71,033.00	\$ 100,000.00	\$ 100,000.00	\$ 39,462.57	\$ 39,462.57
3	4-Inch Low Pressure Sewer	4500	LF	\$ 61.00	\$ 274,500.00	\$ 58.00	\$ 261,000.00	\$ 21.30	\$ 95,850.00
4	3-Inch Low Pressure Sewer	2000	LF	\$ 43.00	\$ 86,000.00	\$ 56.00	\$ 112,000.00	\$ 16.76	\$ 33,520.00
5	2-Inch Low Pressure Sewer	12000	LF	\$ 33.00	\$ 396,000.00	\$ 39.00	\$ 468,000.00	\$ 12.45	\$ 149,400.00
6	Flushing Connection (Manhole)	1	EA	\$ 3,888.00	\$ 3,888.00	\$ 10,000.00	\$ 10,000.00	\$ 5,198.34	\$ 5,198.34
7	Flushing Connection (Box)	32	EA	\$ 867.00	\$ 27,744.00	\$ 4,500.00	\$ 144,000.00	\$ 1,678.42	\$ 53,709.44
8	4-inch Isolation Valves	10	EA	\$ 1,421.00	\$ 14,210.00	\$ 3,000.00	\$ 30,000.00	\$ 1,181.99	\$ 11,819.90
9	3-inch Isolation Valves	8	EA	\$ 1,297.00	\$ 10,376.00	\$ 2,500.00	\$ 20,000.00	\$ 1,065.31	\$ 8,522.48
10	2-inch Isolation Valves	29	EA	\$ 1,130.00	\$ 32,770.00	\$ 2,000.00	\$ 58,000.00	\$ 741.00	\$ 21,489.00
11	Service Connections	144	EA	\$ 499.00	\$ 71,856.00	\$ 2,900.00	\$ 417,600.00	\$ 1,291.18	\$ 185,929.92
12	Air/Vacuum Valve Assembly	8	EA	\$ 3,183.00	\$ 25,464.00	\$ 12,000.00	\$ 96,000.00	\$ 4,813.03	\$ 38,504.24
13	Erosion Control	1	LS	\$ 1,209.00	\$ 1,209.00	\$ 50,000.00	\$ 50,000.00	\$ 28,421.02	\$ 28,421.02
14	Road and Driveway Repair	1	LS	\$ 15,964.00	\$ 15,964.00	\$ 40,000.00	\$ 40,000.00	\$ 171,754.95	\$ 171,754.95
15	Site Restoration	1	LS	\$ 13,062.00	\$ 13,062.00	\$ 50,000.00	\$ 50,000.00	\$ 261,722.09	\$ 261,722.09
16	Owner Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
	Total base bid				\$ 1,156,194.00		\$ 2,056,600.00		\$ 1,213,852.31

Jacobs hereby certifies this to be a true and correct tabulation of the bids for the above-named project.



W. Seth Tatman, PE

11/20/2023

Date



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations, Carlos Jones, Assistant Director
DATE: 12/6/2023
SUBJECT: Rehab for Lift Station #6 of Control Panel

BACKGROUND:

2024 FY Sewer budget includes funds for reconditioning of Lift Station #6. Attached is a quote comparison form with supporting documentation to show that three quotes were received, and Pump and Process was the company with the lowest quote. The budgeted amount for FY 2024 for this renovation is \$160,000.

DISCUSSION:

Sanitary sewer lift stations are an essential part of the overall city sewer system, uninterrupted and continuous operation is paramount to avoid sanitary sewer overflows. Therefore, periodically, lift stations are inspected and recommendations are made for necessary maintenance to be completed to keep all lift stations in proper working condition. The renovation of this lift station's control panel is necessary maintenance and to ensure unnecessary disruption of safe and continuous operation. For this renovation, we need approval to utilize the three quotes system in order to expedite the process. The current Purchasing Manual states that any items in excess of \$100,000 must go out for bids; however, due to the timeliness of this renovation, we are asking for approval using the 3 quotes system.

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.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

As previously stated, this money was apportioned for FY 2024 Sewer budget at \$160,000. Pump and Process provided the most economical quote at a total of \$130,130.26. The account number for the Sewer Division for this purchase is 440-1735-533.63-01 (Capital Expenses).

RECOMMENDED ACTION

Staff respectfully requests a motion be made to approve this purchase from Pump & Process in the amount of \$130,130.26. Also requested, in order to expedite the process, is to waive the current purchasing procedure of having a formal request for proposal.

Attachments

1. REQ 14524 Rehab Control Panel - Sewer 11.27.23



City of Crestview

Quote Comparison Form

440-1735-533-63-01
210/501

Requisition No. 14524

Date: 11-21-2023

Name Brandon Bolton

Dept: Sewer

Item/Service Requested:

Rehab control panel for lift station # 6 with new plc and add a crystal ball

Quote 1

Budget Amt: 160,000.00

Company Pump and Process

Vendor No. _____

Quote \$130,130.26

☐ mail ☐ telephone

☐ fax ☒ email ☐ other

Contact Butch

Phone No. 850-4320334

Quote 2

Company ECS Controls

Vendor No. _____

Quote \$137,487.00

☐ mail ☐ telephone

☐ fax ☒ email ☐ other

Contact Jeff

Phone No. 904-505-6848

Quote 3

Company Tesco Controls

Vendor No. _____

Quote \$145,219.36

☐ mail ☐ telephone

☐ fax ☒ email ☐ other

Contact _____

Phone No. _____

I hereby affirm that the above quotes have been sought and conform in every respect with the requirements of the City's Purchasing Manual.

Carl J 11/21/23

Department Head

440-1735 Sewer

Actual 2022	Adopted Budget 2023	Account Number		Description	Quantity	Unit Cost		FY2024 Department Totals	% of Change
\$1,777	\$7,915	533	5600	Training				\$20,169	155%
				CDL Training & Test	1	\$14,000			
				Intro to Electrical Maintenance: FL Treeo	1	\$2,660			
				Intro to Lift Station Maintenance: FL Treeo	1	\$1,428			
				Manage for Success: Brandon Bolton	1	\$136			
				DEP Test License - Water & Wastewater	1	\$300			
				Water & Wastewater License	1	\$300			
				Water Treatment Plant Operator C&B License - Joseph	1	\$600			
				Certified Public Works Professional	1	\$745			
\$587,353	\$603,149			Total Operating Expenses				\$1,206,838	100%
Capital Expenses									
\$0	\$0	533	6301	Improvements/Other than buildings				\$4,467,376	0%
				FY 2023 Foxwood Estates Septic to Sewer	1	\$1,998,720			
				FY 2023 PJ Phase 4 Relocate Sewer	1	\$200,000			
				*State Grant FY 2023 Benjamin St Septic to Sewer	1	\$500,000			
				*Lift Station #21 (Lantern Ridge)	1	\$500,000			
				CUES Camera Trailer Software Upgrade	1	\$47,288			
				Lift Station 15 (Campbell)	1	\$478,000			
				*Impact Fees Lift Station #6 (Rasberry)	1	\$160,000			
				Lift Station #76 (Arena)	1	\$83,368			
				Bridge Bypass Utilities 1/2 Cent	1	\$500,000			
	\$0	533	6400	Equipment				\$17,893	0%
				Push Camera: Filming Sewer Laterals	1	\$17,893			
	\$20,323	533	6401	Vehicle Leases				\$35,460	-100%
				2020 RAM Truck	1	\$13,056			
				2021 F-150 Truck	1	\$6,796			
				2022 F-250 Truck	1	\$15,608			
\$0	\$20,323			Capital Expenses				\$4,520,729	22144%
\$1,296,161	\$1,415,687			Total Expenses				\$6,647,146	370%
\$3,219,355	\$3,371,313			Net Revenue / Expenses				-\$1,264,056	0%
* Impact Fee									



370 West Burgess Road Pensacola, FL 32503
Office (850) 432-0334 / Butch's Cell (850) 393-7686

Quotation

To: Brandon Bolton
The City of Crestview

Date: 11/21/23
Project: Raspberry Road, LS6- Panel Upgrade
Location: Crestview, FL
Engineer: TESCO, Inc.

Equipment: City of Crestview, Duplex Control Panel Upgrade Terms: Net 30 Days Upon Completion

Delivery: 12-14 Weeks

We are pleased to offer the following equipment & Services:

Duplex Lift Station Control Panel Upgrades to include the following:

- New Danfoss 135 HP Drives with 10-year Warranty.
- Add Tesco PLC with 10-year warranty and free programing as needed to control pumps @ Best Efficiencies.
- Add Crystal Ball as backup control / Alarm Telemetry and external antenna as required per signal strength. Includes 1 years of Monitoring.
- New Blue-Ribbon Transducer with Blue Ribbon Surge Arrestor to qualify transducer for **life time warranty**. Includes Spare Transducer to use as warranty replacement (could take 2-3 weeks under normal circumstances).
- Float Switches with two piece weighted float poles with chains for backup to transducer.
- Transducer Stilling Well with Chain.

Net price, F.O.B. shipping point: \$130,130.26

1. Freight to job site is included in above quote.
2. Terms and Conditions are located on bottom of quotation.

NOTES:

1. To order and release Submittal to production, please sign this quotation form and Email back to Pump & Process Equipment, Inc. and provide purchase order.
2. Only items mentioned above are included. If it is not listed it is to be provided by others.
3. Delivery promise date begins upon return of approved Submittal.
4. During Installation process extra cost items will be presented if needed.

Quotation prepared by:

F.D. "Butch" Branton

For Pump & Process Equipment, Inc.

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above:

Date:



Price is offered subject to PPEI standard terms and conditions hereto:

Quotation good for 15 days only. Prices do not include any applicable taxes. Payment terms are "Net 30 Days Upon Shipment". An order not released to production OR in submittal review for more than 15 days will be subject to re-quote because of market instability. When payments are not made when required, accounts will be charged interest at 2% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranties apply. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.

To: Brandon Bolton
The City of Crestview

Net Terms: 30 Days
F.O.B: Factory, freight prepaid & added

Equipment Warranty: 1 year from shipment
Estimated Delivery: 23 to 24 weeks after receipt of order

Re: LS 6 MCC Upgrade
City of Crestview

We are pleased to provide the following base bid in accordance with our best interpretation of the project requirements provided, incorrect or incomplete information may void the quote.

- 1 Crystal Ball Series, Variable Speed, Duplex Pump Control Panel upgrade
Service: 480 Volt, 3 Phase, 3 Wire, 60 Hertz
Motors: 2 @ 135 HP FLA Note: UL 508A
Labelled

Installation Manuals:

Operation Manuals:

Sales Tax:

Hot Shot Freight

Start-up:

Service Contract:

Total Base Bid: \$137,487.00

Warranty Upgrade:

3 Year Extended	\$5,095.00
5 Year Extended	\$8,595.00

Additions or deducts to base bid:

None

Clarification Notes:

Includes: Surge Protection, AR20044-RS, PLC, Programming

Transducer, Spares, termination, (1) Danfoss VFD, integration.

Installation, Startup, Programming, Integration, Danfoss VFD's

Exceptions and Special Notes:

Crestview to provide Crystal Ball, Opti Mini Floats,

Unless otherwise noted, price does not include start-up, installation or operation and maintenance manuals. When required, float switches are to be supplied by others. Any other equipment to be supplied by you will be noted on the following page(s). This quotation is good for 30 days from date issued.

This information provided is confidential and proprietary to ECS Control Systems and is intended solely for the recipient listed above. Do not duplicate. **Copyright © 2023 ECS**

To: The City of Crestview
Attn: Brandon Bolton
Re: City of Crestview – Lift Station No. 76 Modifications

Quote Date: 11/21/23
Quote No.: 23S296Q01

Brandon: ***QUOTATION***

Tesco Controls has been asked to provide a quotation to modify the existing motor control center (MCC) with a new programmable logic controller (PLC) and communications device for a remote monitoring system. We have also been asked to modify the existing motor control wiring for optimum operation and signal wiring to the PLC and remote monitoring system. Tesco Controls, Inc. is pleased to provide the following *Scope of Work* based on this request.

Tesco Controls will provide and install a new L3000™ PLC to handle the local control of the pump station. The L3000™ PLC will receive a signal from the primary level device¹ and based on a custom program, which will include lead/lag level setpoints, will call for pumps to turn on/off. The L3000™ will monitor local conditions and provide status and alarms to the Omnisite Crystal Ball™ (provided and installed by Pump & Process Equipment Co., Inc.) for remote monitoring of the lift station by the City of Crestview. Other items included:

- Add Omnisite Crystal Ball™ as backup controller.
- Add two (2) new Variable Frequency Drives by Danfoss.
- Add Pressure Transducer by Blue Ribbon.
- Add (3) Float Switches as backup.

Tesco Controls will remove and/or relocate existing controls within the MCC, as required, to free up space in the existing bucket of the MCC for the new L3000™ PLC and other miscellaneous materials. We will also provide all control wiring for the pump controls and level monitoring. The L3000™ will have a custom program installed and it will be started up and tested to ensure proper operation. Our field service technician will train the City of Crestview on the new equipment and the operation.

Tesco Controls will also have a dedicated Project Manager to coordinate with Pump and Process Equipment Co., Inc., and the City of Crestview to schedule this new work. Our Project Manager will also meet and have conversations with the City of Crestview to ensure we understand the City's desire for the operation of the station. A Tesco Controls Project Engineer will also create as-installed drawings and bills of material outlining the new controls and the modifications to the existing motor control center.

We will provide a one-year warranty on the workmanship of the system. A ten (10) year warranty will be provided with the L3000™ PLC and unlimited telephonic support will be provided for the overall system.

-
1. The primary level device will be a new submersible level transducer to replace the existing bad transducer.
 2. (3) Pipe Mounted Floats will be added as Emerg. Backup to Transducer.

Item	Qty.	Description
1	1	TESCO L3000™ Programmable Logic Controller (to include): ▪ Central Processing Unit with Ethernet communications ▪ I/O Cards ▪ I/O Terminal Board ▪ Power Supply Unit ▪ Operator Interface Unit ▪ 10-year Warranty
2	Lot	Misc. wiring, terminal blocks, controls relays, and materials for pump operation
3	1	Level Transducer, Transducer Surge arrestor, Crystal Ball, Float Switches & (2) 135 HP Danfoss Drives.
4	Lot	Professional Services: ▪ Project Management ○ Coordination with Pump & Process Equipment Co., Inc., and City of Crestview ○ Project Schedule ○ Documentation Control ▪ Engineering ○ As-Installed Bill of Materials and Drawings ○ O&M Manuals ▪ PLC Programming ▪ Field Service ○ Removal/Relocation of existing controls, as required ○ Installation of new TESCO-provided materials ○ Instrument calibrations ○ Field Testing and Startup ○ Training
		Total TESCO Quotation (Not Including Tax): \$145,219.36

Progress Payment Milestones

Project Stage:

Progress Payment:

Engineered Equipment Submittals Furnished	10%
Deployment, Field Verification, & Startup	90%

Project Bid Clarifications

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
 - Electrical interconnection diagrams for equipment not furnished by TESCO.
 - ISA process control loop diagrams.

Terms and Conditions

- Quote is firm for **60 days** unless otherwise stated.
- Submittals:
 - Product/Equipment Submittals: Initial equipment submittal(s) "schedule" to be provided approximately **8-12** weeks after receipt of purchase order or written notice of intent. Lead-time for this "schedule" may be subject to delays imposed by 3rd party submittal providers. Submittal "schedule" will list all project submittals and will indicate lead-times for each product/equipment submittal. Generation of submittal(s) may be subject to availability of specified material components; supply-chain constraints may impact material item selections, therefore, may impact submittal lead-times.
 - Information Submittals: Information Submittals are dependent on the approval of Product/Equipment Submittals. An updated Submittal Schedule will be provided after receiving approval of corresponding Product/Equipment Submittal showing schedule and lead-times for Information Submittals.
- Delivery: Initial shipment(s) anticipated to commence approximately **10-14** weeks minimum after submittal approval; however, delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice.
- Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change without notice.
- Storage Terms: Any item of the product on which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not more than thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - c. If the product is within six (6) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing, and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.
- TESCO price is Ex Works (EXW) per INCOTERMS.
- Product startup will commence once the product is properly installed and powered up. If buyer requests or schedules product startup and seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee of \$1500 will be charged to buyer to remobilize seller for product startup.
- TESCO carries liability insurance, with full worker's compensation coverage.

- TESCO warranties against defect in design workmanship and materials for a period of one year from date of product startup and does not exceed 18 months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Terms are net 45 days on approved credit. Shipment release requires the following:
 - Accounts with sub-par credit will require 50% down-payment upon order and 50% payment at pickup (prior to shipment).
 - Accounts with approved credit, all milestone progress payments must be current for releasing shipment or deploying services.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amount within forty-five (45) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily, and compounded monthly at the rate of 1.5% per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- Price Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- All merchandise sold is subject to lien laws.

Please feel free to contact us at (225) 910-4573 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS, INC.

Richard Ercolini
Southeast Regional Manager



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations, Jayce Vanderford, Project Manager
DATE: 12/7/2023
SUBJECT: Vineyard Village Site Improvements Bid Selection

BACKGROUND:

Vineyard Village is a public-private partnership development to be constructed on City-owned property in an effort to provide affordable housing. Task order 2022-02 was assigned to Alday-Howell Engineering to provide professional engineering and consulting services for the design and permitting of Vineyard Village Apartments, located between W. Bowers Avenue and W. Field Avenue. On November 1, 2023, the City of Crestview advertised the Vineyard Village Site Improvements Project 23-12-06-PS. This project will include approximately 230 tons of asphalt pavement, 2,053 square yards of base, and 1,661 LF of pipe (water/sewer/storm), 8 mitered end sections, 2 manholes, 28 water services, 786 LF of curb, and 8 inlets.

This site work development project is the first phase of the overall Vineyard Village Affordable Housing project, which will provide up to 28 units containing one and two-bedroom residential apartments that will be leased at or below 80% of the Fair Market Rate.

DISCUSSION:

On December 6, 2023, the City Clerk publicly opened two sealed bids in the Council's Chamber. The bids were submitted by Shepherd Development, LLC and James David Site Prep & Underground, LLC. The apparent low, and responsive bidder is James David Site Prep & Underground, LLC. The lowest bid received was in the amount of \$686,474.50.

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 bid total submitted by James David Site Prep & Underground, LLC is six hundred and eighty-six thousand, four hundred and seventy-four dollars, and fifty cents, \$686,474.50. This project is included in the 2024 FY Building G&A Account (001-0311-511-62-00) budget. The bid total is well within the budgeted amount of seven hundred and fifty thousand dollars and no cents, \$750,000, and in addition, the City received a reimbursable state grant of up to \$750,000 from the Florida Department of Commerce.

RECOMMENDED ACTION

Staff respectfully requests a motion to select James David Site Prep & Underground, LLC's bid of \$686,474.50 for the Vineyard Village Site Improvements project and give the City Manager authority to proceed with contract negotiation.

Attachments

1. Bid Opening Sign In sheet 12062023
2. Vineyard Village Bid Tab Sheet
3. Bid documents_Vineyard Village_James David Site Prep
4. Vineyard Village _Shepherd Development Original Bid Docs_12062023

BID DATE: December 6, 2023 2:00 p.m.

[illegible]

UNIT PRICE WORK - VINEYARD VILLAGE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	\$50,000	\$50,000-
0102-1	MAINTENCE OF TRAFFIC	LS	1	\$10,000	\$10,000-
0104-10-3	SEDIMENT BARRIER	LF	911	\$7	\$6,377-
0104-18	INLET PROTECTION SYSTEM	EA	6	\$300	\$1,800-
0110-1-1	CLEARING & GRUBBING	AC	1.92	\$7,850	\$15,072-
0110-21	TREE PROTECTION BARRIER	LF	392	\$10	\$3,920-
0120-1	REGULAR EXCAVATION	CY	1080	\$7	\$7,560-
0120-6	EMBANKMENT	CY	1330	\$15	\$19,950-
0160-4	TYPE B STABILIZATION	SY	2053	\$10	\$20,530-
0285-704	OPTIONAL BASE GROUP 4	SY	877	\$30	\$26,310-
0285-706	OPTIONAL BASE GROUP 6	SY	1176	\$35	\$41,160-
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	230	\$185	\$42,550-
0425-152-1	INLETS, DT BOT, TYPE, C, <10'	EA	3	\$2,950	\$8,850-
0425-5	MANHOLE, ADJUST	EA	1	\$2,365	\$2,365-
0425-10	YARD DRAIN	EA	3	\$1,758	\$5,250-
0430-175-112	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 12" SD	LF	309	\$42	\$12,978-
0430-175-115	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 15" SD	LF	317	\$45	\$14,265
0430-175-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18" SD	LF	58	\$75	\$4,350
0430-984-121	MITERED END SECTION, ROUND, 12" SD	EA	1	\$1,200-	\$1,200
0430-984-123	MITERED END SECTION, ROUND, 15" SD	EA	4	\$1,375	\$5,500

0430-984-125	MITERED END SECTION, ROUND, 18" SD	EA	4	\$1,500	\$6,000-
0519-78	BOLLARDS	EA	3	\$1,000	\$3,000-
0520-1-10	CONCRETE CURB & GUTTER TYPE F	LF	419	\$30	\$12,570-
0520-2-100	CONCRETE CURB, RIBBON CURB	LF	369	\$25	\$9,225-
0520-8-1	CONCRETE WHEEL STOP	EA	41	\$300	\$12,300-
0522-1	CONCRETE SIDEWALK, 4" THICK	SY	657	\$72	\$47,304-
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	200	\$108	\$21,600-
0524-1-2	CONCRETE DITCH PAVMENT, NON-REINFORCED, 4"	SY	18.3	\$75	\$1,372.50
0530-3-3	RIPRAP, RUBBLE, BANK AND SHORE	TN	16.9	\$200	\$3,380-
0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	7.2	\$200	\$1,440-
0550-10-110	FENCING, TYPE A, 0.0-5.0', STANDARD	LF	660	\$45	\$29,700-
0550-10-410	FENCING, WOOD FENCE, 6'	LF	36	\$45	\$1,620-
0550-60-112	FENCE GATE, TYPE A, 0-6.1' OPENING	EA	2	\$1,500	\$3,000-
0550-60-412	FENCE GATE, WOOD, 6.1-12.0' OPENING	EA	1	\$3,500	\$3,500-
0570-1	PERFORMANCE TURF (SEED AND MULCH)	SY	853	\$10	\$8,530-
0570-1-3	PERFORMANCE TURF (SOD AND SOIL)	SY	574	\$12	\$6,888-
0580-1-1	LANDSCAPE COMPLETE, SMALL PLANTS	LS	1	\$11,500	\$11,500-
0580-1-2	LANDSCAPE COMPLETE, LARGE PLANTS	LS	1	\$7,500	\$7,500-
0590-70	IRRIGATION SYSTEM	LS	1	\$25,000	\$25,000-
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	EA	4	\$1,100	\$4,400-
0700-1-50	SINGLE POST SIGN, RELOCATE	EA	2	\$350	\$700-
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	92	\$10	\$920-

0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	116	\$ 25	\$ 2,900-
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	3	\$ 500	\$ 1,500-
0711-11-421	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	LF	120	\$ 10	\$ 1,200-
0711-16-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	976	\$ 10	\$ 9,760-
0711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	70	\$ 10	\$ 700
0751-36-12	BICYCLE RACK, F&I, 2-6 BICYCLES	EA	2	\$ 1,500	\$ 3,000-
1050-13-001W	UTILITY PIPE, WATER SERVICE PIPING, F&I, 0-1.9"	LF	1581	\$ 8	\$ 12,648-
1050-31-204W	UTILITY PIPE, PVC, F&I, WATER, 4"	LF	136	\$ 33	\$ 4,488-
1050-31-206W	UTILITY PIPE, PVC, F&I, WATER, 6"	LF	360	\$ 39	\$ 14,040-
1050-31-206G	UTILITY PIPE, PVC, F&I, GRAVITY SEWER, 6"	LF	287	\$ 32	\$ 9,184-
1050-31-208G	UTILITY PIPE, PVC, F&I, GRAVITY SEWER, 8"	LF	194	\$ 44	\$ 8,536-
1060-11-211	UTILITY STRUCTURE, BELOW GROUND, F&I, SEWER, 0-6' DIA.	EA	2	\$ 6,677	\$ 13,354-
1080-21-100	UTILITY FIXTURE, METER BOX, F&I, UP TO 1"	EA	28	\$ 685	\$ 19,180-
1080-21-102	UTILITY FIXTURE, METER BOX, F&I, UP TO 2"	EA	2	\$ 1,975	\$ 3,950-
1080-22-1015	UTILITY FIXTURE, RPZ BACKFLOW ASSEMBLY, F&I, 1.5"	EA	1	\$ 3,900	\$ 3,900-
1080-22-104	UTILITY FIXTURE, RPZ BACKFLOW ASSEMBLY, F&I, 4"	EA	2	\$ 10,075	\$ 20,150-
1080-22-106	UTILITY FIXTURE, RPZ BACKFLOW ASSEMBLY, F&I, 6"	EA	1	\$ 12,798	\$ 12,798-

1080-23-108	UTILITY FIXTURE - TAPPING SADDLE/SLEEVE, F&I, 8"	EA	2	\$5,625	\$11,250-
1644-116-08	FIRE HYDRANT ASSEMBLY, STANDARD, F&I, 3 WAY, 2 HOSE, 1 PUMPER, 6"	EA	1	\$7,500	\$7,500-
GRAND TOTAL OF ALL UNIT PRICE BID ITEMS				\$ 686,474.50	

Pay Item Notes:

0102-1 Maintenance of Traffic: Includes payment for all work zone signs, temporary barricades, channelizing devices, portable changeable message signs, detour signs, flagmen and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities.

0110-1-1 Clearing & Grubbing: Includes payment for sawcut needed for asphalt removal as shown in the plans. Also includes cost to remove any remaining structures and all existing utilities that are not to remain in use.

0520-1-10 Concrete Curb & Gutter Type F: Includes payment for drop curb and 18" Modified Type F Curb and Gutter.

0524-1-2 Concrete Ditch Pavement, Non-Reinforced 4": includes payment for concrete emergency spillway and associated skimmer.

0580-1-1 and 0580-1-2 Landscape Complete: Includes payment for mulching the landscape areas within the landscape buffer shown in the plans.

0590-70 Irrigation System: Includes payment for design and installation of entire irrigation system. This includes all pipe, fittings, nozzles, timers/control boxes, valves, etc. Also includes payment for preparation of shop drawings for engineer's review and approval prior to installation.

0700-1-11 Single Post Sign, F&I, Ground Mount, Up to 12 SF: Includes payment for concrete bollards required along with Handicap Parking Stall signage.

1060-11-211 Utility Structure, Below Ground, F&I, Sewer, 0-6' Dia: includes payment for dog-house style sanitary sewer manhole.

1080-21-100 and 1080-21-102: Utility Fixture, Meter Box: Includes payment to furnish and install tapping saddle, corp stop, curb stop, water meter and meter box.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum = Total Bid Price

\$ 686,474.50

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

JAMES DAVID SITE PREP & UNDERGROUND, LLC

By:

[Signature]

[Printed name]

JAMES LANDRETH

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

SCOTT NICHOLSON

Title:

ESTIMATOR

Submittal Date:

12/6/23

Address for giving notices:

5768 FL-4W

BAKER, FL 32531

Telephone Number:

850-259-7901

Fax Number:

—

Contact Name and e-mail address:

JIMMY LANDRETH

JAMESDAVIDSITEPREP@GMAIL.COM

Bidder's License No.:

RV-11066620

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Schrader, City Clerk, City of Crestview

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u></u>
<u>2</u>	<u></u>
<u>3</u>	<u></u>
<u>4</u>	<u></u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid



225 East Three Notch Street
Andalusia, Alabama 36420
(855) 491-2273

61-577
621

48912

REMITTER JAMES DAVID SITE PREP

PAY TO THE ORDER OF THE CITY OF CRESTVIEW

December 06, 2023

**** Thirty Four Thousand Three Hundred Twenty Three and
73/100 ****

\$ 34,323.73

CASHIER'S CHECK


Authorized Signature

⑈48912 ⑈ ⑆062105778⑆ 1772302⑈

1.01 This Bid is submitted to:

PO Box 1209, 198 North Wilson Street, Crestview, FL 32536

- ## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- ### ARTICLE 3 – BIDDER’S REPRESENTATIONS

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	
2	
3	
4	

- EJCDC® C-410, Bid Form for Construction Contracts.

UNIT PRICE WORK - VINEYARD VILLAGE					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0101-1	ROADWAY MOBILIZATION	LS	1	47,000.-	47,000.-
0102-1	MAINTENANCE OF TRAFFIC	LS	1	10,000.-	10,000.-
0104-10-3	SEDIMENT BARRIER	LF	911	30.-	27,330.-
0104-18	INLET PROTECTION SYSTEM	EA	6	200.-	1200.-
0110-1-1	CLEARING & GRUBBING	AC	1.92	20,000.-	38,400.-
0110-21	TREE PROTECTION BARRIER	LF	392	8.-	3,134.-
0120-1	REGULAR EXCAVATION	CY	1080	10.-	10,800.-
0120-6	EMBANKMENT	CY	1330	30.-	39,900.-
0160-4	TYPE B STABILIZATION	SY	2053	15.-	17,540.- 30,795.-
0285-704	OPTIONAL BASE GROUP 4	SY	877	20.-	35,175.40.-
0285-706	OPTIONAL BASE GROUP 6	SY	1176	30.-	35,280.-
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	230	200.-	46,000.-
0425-152-1	INLETS, DT BOT, TYPE, C, <10'	EA	3	3,000.-	9,000.-
0425-5	MANHOLE, ADJUST	EA	1	600.-	600.-
0425-10	YARD DRAIN	EA	3	3200.-	9600.-
0430-175-112	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 12" SD	LF	309	36.-	11,124.-
0430-175-115	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 15" SD	LF	317	48.-	15,216.-
0430-175-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18" SD	LF	58	92.-	5,332.-
0430-984-121	MITERED END SECTION, ROUND, 12" SD	EA	1	700.-	700.-
0430-984-123	MITERED END SECTION, ROUND, 15" SD	EA	4	800.-	3200.-

0430-984-125	MITERED END SECTION, ROUND, 18" SD	EA	4	1000.-	4,000.-
0519-78	BOLLARDS	EA	3	1000.-	3000.-
0520-1-10	CONCRETE CURB & GUTTER TYPE F	LF	419	30.-	12,570.-
0520-2-100	CONCRETE CURB, RIBBON CURB	LF	369	28.-	10,332.00
0520-8-1	CONCRETE WHEEL STOP	EA	41	125.-	5125.-
0522-1	CONCRETE SIDEWALK, 4" THICK	SY	657	80.-	52,560.-
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	200	85.-	17,000.-
0524-1-2	CONCRETE DITCH PAVMENT, NON-REINFORCED, 4"	SY	18.3	155.-	2836.50
0530-3-3	RIPRAP, RUBBLE, BANK AND SHORE	TN	16.9	140.-	2366.-
0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	7.2	140.-	1008.-
0550-10-110	FENCING, TYPE A, 0.0-5.0', STANDARD	LF	660	25.-	16,500.-
0550-10-410	FENCING, WOOD FENCE, 6'	LF	36	120.-	4320.-
0550-60-112	FENCE GATE, TYPE A, 0-6.1' OPENING	EA	2	2100.-	4200.-
0550-60-412	FENCE GATE, WOOD, 6.1-12.0' OPENING	EA	1	2100.-	2100.-
0570-1	PERFORMANCE TURF (SEED AND MULCH)	SY	853	3.-	2559.-
0570-1-3	PERFORMANCE TURF (SOD AND SOIL)	SY	574	6.-	3444.-
0580-1-1	LANDSCAPE COMPLETE, SMALL PLANTS	LS	1	41,182.50	41,182.50
0580-1-2	LANDSCAPE COMPLETE, LARGE PLANTS	LS	1	25,000.-	25,000.-
0590-70	IRRIGATION SYSTEM	LS	1	55,000.-	55,000.-
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	EA	4	450.-	1800.-
0700-1-50	SINGLE POST SIGN, RELOCATE	EA	2	60.-	120.-
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	92	5.-	460.-

0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	116	8-	928.-
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	3	200.-	600.-
0711-11-421	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	LF	120	2.50	300.-
0711-16-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	976	1.00	976.-
0711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	70	2.50	175.-
0751-36-12	BICYCLE RACK, F&I, 2-6 BICYCLES	EA	2	1500.-	1500.-
1050-13-001W	UTILITY PIPE, WATER SERVICE PIPING, F&I, 0-1.9"	LF	1581	25.00	39,525.-
1050-31-204W	UTILITY PIPE, PVC, F&I, WATER, 4"	LF	136	40.-	5440.-
1050-31-206W	UTILITY PIPE, PVC, F&I, WATER, 6"	LF	360	100.-	36,000.-
1050-31-206G	UTILITY PIPE, PVC, F&I, GRAVITY SEWER, 6"	LF	287	68.-	19,516.-
1050-31-208G	UTILITY PIPE, PVC, F&I, GRAVITY SEWER, 8"	LF	194	80.-	15,520.-
1060-11-211	UTILITY STRUCTURE, BELOW GROUND, F&I, SEWER, 0-6' DIA.	EA	2	12,000.-	24,000.-
1080-21-100	UTILITY FIXTURE, METER BOX, F&I, UP TO 1"	EA	28	100.-	59,400.-
1080-21-102	UTILITY FIXTURE, METER BOX, F&I, UP TO 2"	EA	2	2,000	4,000.-
1080-22-1015	UTILITY FIXTURE, RPZ BACKFLOW ASSEMBLY, F&I, 1.5"	EA	1	3400.-	3400.-
1080-22-104	UTILITY FIXTURE, RPZ BACKFLOW ASSEMBLY, F&I, 4"	EA	2	14,000.-	28,000.-
1080-22-106	UTILITY FIXTURE, RPZ BACKFLOW ASSEMBLY, F&I, 6"	EA	1	18,000.-	18,000.-

EJCDC® C-410, Bid Form for Construction Contracts.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 5

1080-23-108	UTILITY FIXTURE - TAPPING SADDLE/SLEEVE, F&I, 8"	EA	2	16000 ✓	12000 ✓
1644-116-08	FIRE HYDRANT ASSEMBLY, STANDARD, F&I, 3 WAY, 2 HOSE, 1 PUMPER, 6"	EA	1	9500 ✓	9500 ✓
GRAND TOTAL OF ALL UNIT PRICE BID ITEMS				\$ 899,500.00	

Pay Item Notes:

0102-1 Maintenance of Traffic: Includes payment for all work zone signs, temporary barricades, channelizing devices, portable changeable message signs, detour signs, flagmen and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities.

0110-1-1 Clearing & Grubbing: Includes payment for sawcut needed for asphalt removal as shown in the plans. Also includes cost to remove any remaining structures and all existing utilities that are not to remain in use.

0520-1-10 Concrete Curb & Gutter Type F: Includes payment for drop curb and 18" Modified Type F Curb and Gutter.

0524-1-2 Concrete Ditch Pavement, Non-Reinforced 4": includes payment for concrete emergency spillway and associated skimmer.

0580-1-1 and 0580-1-2 Landscape Complete: Includes payment for mulching the landscape areas within the landscape buffer shown in the plans.

0590-70 Irrigation System: Includes payment for design and installation of entire irrigation system. This includes all pipe, fittings, nozzles, timers/control boxes, valves, etc. Also includes payment for preparation of shop drawings for engineer's review and approval prior to installation.

0700-1-11 Single Post Sign, F&I, Ground Mount, Up to 12 SF: Includes payment for concrete bollards required along with Handicap Parking Stall signage.

1060-11-211 Utility Structure, Below Ground, F&I, Sewer, 0-6' Dia: includes payment for dog-house style sanitary sewer manhole.

1080-21-100 and 1080-21-102: Utility Fixture, Meter Box: Includes payment to furnish and install tapping saddle, corp stop, curb stop, water meter and meter box.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the bid award and final payment will be based on the lump sum bid amount. Once awarded, the owner reserves the right to add or deduct from the scope due to budgetary reasons. Those adds or deduction are to be based on the unit prices included in the bid schedule.

Total of Lump Sum = Total Bid Price

\$ 899,500.00

EJCDC® C-410, Bid Form for Construction Contracts.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 6

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CBC12L00747 Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

SHEPHERD DEVELOPMENT LLC

By:

[Signature]

[Printed name]

Douglas Shephard
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Douglas Shephard
MEM

Submittal Date:

12-06-2023

Address for giving notices:

PO Box 1648
CRESTVIEW FL 32536

Telephone Number:

850-758-5119

Fax Number:

Contact Name and e-mail address:

Douglas Shephard
Shephard11c@gmail.com

Bidder's License No.:

CBC1260762
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

EXHIBIT A – PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to the question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

The Proposer understands that information contained in this Proposer Qualification Form, together with Exhibits A through D, is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel/terminate the agreement.

Dated this 6th day of December, 2023.

IF INDIVIDUAL

WITNESS:

Christina Loner
[Signature]

[Signature]
(Signature)

Darius Shepherd
(Type or Print Name)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

Reference No. 1:	Company Name:	Brooks LLC
	Address:	274 Shore Dr Miramar Beach FL
	Telephone:	386-801-2684
	Contact Person:	Jim Schaffer
	Email Address:	Jim@Schaffer@msw.com

Reference No. 2:	Company Name:	CMB Commercial
	Address:	PO Box 15459 Hattiesburg MS
	Telephone:	382-485-3295
	Contact Person:	Cory Brick
	Email Address:	Corybrick@msw.com

Reference No. 3:	Company Name:	Snizzle LLC
	Address:	2172 W Ninth St Rd #365 Pensacola FL
	Telephone:	407-908-8665
	Contact Person:	Tom Kennedy
	Email Address:	tkennedy@jeremiahrice.com

Proposers Name: Shepherd Development LLC

Vineyard Village

Subcontractors

1. Three Trades Consultants Inc

Suppliers

1. Ferguson Water Works
2. HD Supply
3. Vulcan Materials



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 11/20/2023
SUBJECT: Approval of City Council Regular Meeting Minutes of November 13, 2023

BACKGROUND:

This is a routine approval of the minutes.

DISCUSSION:

The draft minutes were distributed to the Council prior to the meeting.

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

n/a

RECOMMENDED ACTION

Motion to approve the City Council regular meeting minutes of November 13, 2023.

Attachments

1. 11132023 City Council Regular Meeting Minutes Draft

City Council Minutes - DRAFT
November 13, 2023
6:00 p.m.
Council Chambers

1. Call to Order

The Regular Meeting of the Crestview City Council was called to order at 6:00 p.m. by Mayor JB Whitten. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Doug Capps, Cynthia Brown, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. Mr. Felton Barnes of Gideon International

The Invocation and Pledge of Allegiance was led by Mr. Felton Barnes.

3. Open Policy Making and Legislative Session

Mayor JB Whitten announced a quorum was present.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Joe Blocker and seconded by Councilmember Cynthia Brown to approve the agenda, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

5. Presentations and Reports

5.1. Recognition of Deputy Valentine

Councilmember Doug Capps recognized Deputy Valentine for his lifesaving rescue of a young child that was attacked by a dangerous dog.

Mr. Jon Holloway added that Mr. Valentine saved the mother and child's life.

6. Consent Agenda

Mayor JB Whitten requested that Item 6.2 be removed and then called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to approve the Consent Agenda, as amended.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

6.1. Continuing Services Contracts Renewal

6.3. DEP Agreement No. (LPA0503- Crestview Septic to Sewer Conversion of Failing Septic Tanks) - Foxwood Estates

6.4 Approval of City Council Regular Meeting Minutes of October 23, 2023

7. **Public Hearings / Ordinances on Second Reading** – No item brought forward.

8. **Ordinances on First Reading**

8.1. Ordinance 1953 Lee Avenue Comprehensive Plan Amendment

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1953, Lee Avenue Comprehensive Plan Amendment to the City Council stating this is the first reading for the comprehensive plan and zoning designations amendment. He went over the current zoning explaining an application was received for a lot-split. He went over the courtesy notices and advertisements.

CDS Planning Administrator Nicholas Schwendt then asked the City Clerk to read Ordinance 1953 by title.

City Clerk Maryanne Schrader read Ordinance 1953 aloud: 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 Residential (R) to Mixed-Use (Mu) On Approximately 0.40 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.

Mayor JB Whitten called for comment from the Council.

In response to Councilmember J. Blocker about the clearance, CDS Planning Administrator Nicholas Schwendt stated they looked at the setback requirements, as well as density.

Mayor JB Whitten called for comment from the public. In hearing none, he called for action.

Motion was made by Councilmember Doug Capps and seconded by Councilmember Joe Blocker to approve Ordinance 1953 on 1st reading and move to second reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

8.2. Ordinance 1954 Lee Avenue Rezoning

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1954, Lee Avenue Rezoning, to the City Council explaining the rezoning requirements and asked the City Clerk to read Ordinance 1954 by title.

City Clerk Maryanne Schrader read the Ordinance 1954 aloud: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 0.40 Acres, More or Less,

of Real Property, Located In Section 21, Township 3 North, Range 23 West, Front the Single and Multi-Family Density Dwelling District (R-3) Zoning District to the Mixed-Use (MU) 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.

Mayor JB Whitten called for comment from the Council and from the public. In hearing none, he called for action.

Motion was made by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to approve Ordinance 1954 on 1st reading and move to second reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

8.3. Ordinance 1955 North Avenue East Comprehensive Plan Amendment

CDS Planning Administrator N. Schwendt presented Ordinance 1955 to the City Council. He explained that the applicant asked for a PUD amendment, as well as mixed use. He mentioned a development application has been received, and the project will contain 94 units. The current zoning designations do not provide for the density requested. The developer has entered into an agreement with Eglin AFB to provide housing for the military.

City Manager T. Bolduc explained this is a project that the city and Eglin AFB have been working together to assist with the initiative to provide affordable housing for the military. This initiative will assist in holding inflation in the rental market. This housing project will only accept BAH allowances provided to military members.

CDS Planning Administrator Nicholas Schwendt went over the required courtesy notices and advertisements. He then asked the City Clerk to read Ordinance 1955 by title.

City Clerk Maryanne Schrader read the Ordinance 1955 aloud: 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 Public Lands (PL) to Mixed-Use (MU) on Approximately 5.45 Acres, More Or Less, In Section 7, 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.

Mayor JB Whitten called for comment from the Council.

Discussion ensued on the traffic around the playgrounds, ingress/egress, and the county initiative.

Mayor JB Whitten called for comment from the audience.

Anita Austin voiced concern regarding the traffic and the aging utilities in the area. She also wanted to see the signed agreement with the government. She inquired on what rank the BAH rates are based on. She mentioned the school depot is down the road and voiced concern about the water runoff. She asked that the City Council reconsider the project.

City Manager T. Bolduc said the utilities will be constructed by the developer. The signed agreement is in place between the developer and Eglin AFB with input from Representative Matt Gaetz. The engineering and design teams reviewed the project, and permits will be required from EPA for stormwater. The city will also review the traffic mitigation.

Maria Thomas also voiced concern about the traffic impact stating she drives to the base and mentioned adding more vehicles to the congestion. She stated that the BAH the military receives provides adequate funds to pay for rent currently. She voiced concern about the impact of more children in the school.

Mayor JB Whitten stated the agreement will be made available.

City Manager T. Bolduc responded that the BAH will be specific to the rank of the servicemember. He added the BAH does create an imbalance in the rental market, so this solution will take them out of the market. The housing will be offered to the service member first.

Discussion ensued regarding the influx of people to the area, the need for adequate housing, and traffic.

Motion was made by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to approve Ordinance 1955 on 1st reading and move to second reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. Nays: Ryan Bullard. Ayes: 4; Nays:1. Motion carried.

8.4. Ordinance 1956 North Avenue East Rezoning

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1956, North Avenue East Rezoning, to the City Council stating the PUD has been requested. Courtesy notices and advertisements are the same as with the previous ordinance. He then asked the City Clerk to read Ordinance 1956 by title.

City Clerk Maryanne Schrader read the Ordinance 1956 aloud: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 5.45 Acres, More or Less, of Real Property, Located In Section 7, Township 3 North, Range 23 West, From the Public Lands (Pl) Zoning District to the Planned Unit Development (PUD) 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.

Mayor JB Whitten called for comment from the Council.

Councilmember R. Bullard mentioned he does not support the project.

Mayor JB Whitten called for comment from the public and in hearing none, he called for action.

Regarding a Point of Order from Councilmember R. Bullard as a member of the public wanted to comment further, City Manager T. Bolduc explained that the second reading will provide a Public Hearing portion to take comment on the project.

Motion was made by Councilmember Andrew Rencich and seconded by Councilmember Doug Capps to approve Ordinance 1956 on 1st reading and move to second reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. Nays: Ryan Bullard. Ayes: 4; Nays:1. Motion carried.

8.5. Ordinance 1957 - Comprehensive Fee Amendment

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1957, Comprehensive Fee Schedule to the City Council stating there were minor adjustments needed to correct text errors and provide for general improvements. He then asked the City Clerk to read Ordinance 1957 by title.

City Clerk Maryanne Schrader read the Ordinance 1957 aloud: An Ordinance of the City of Crestview, Florida, Providing For an Update to the Comprehensive Fee Schedule; Providing For Authority; 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.

Mayor JB Whitten called for comment from the Council.

In response to Mayor Pro-Tem A. Rencich question on tree mitigation, City Manager T. Bolduc replied the tree portion is part of the completed development. CDS Planning Administrator Nicholas Schwendt explained that only a protected tree was included but this amendment will expand to any required tree.

Mayor JB Whitten called for comment from the public and in hearing none, he called for action.

Motion was made by Councilmember Ryan Bullard and seconded by Councilmember Doug Capps to approve Ordinance 1957 on first reading and move to second reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps; Ryan Bullard. All ayes. Motion carried.

9. Resolutions

No item brought forward.

10. Action Items

10.1. Safe Haven Baby Box Discussion

Councilmember C. Brown stated she has asked the staff to research a Baby Box resolution. She said this is a humanitarian project and this could provide a safe solution for people with a financial burden.

Discussion ensued on statistics about where babies were abandoned, and Mayor JB Whitten provided an example of a firefighter who adopted a baby that was left in a Baby Box at his location.

Mr. Michael Reed came forward to explain that he had seen a baby dropped off in a box while serving in Afghanistan. He went over statistics on abandoned babies, as well as aborted babies.

City Manager T. Bolduc asked for direction from the Council to support the initiative. He mentioned that there is \$7,500.00 available from Councilmember Brown's discretionary fund to contribute to any initial costs. He also provided another option of adding it to the construction for Firehouse 1. We can also look for grant funding. There will be no negative impact on the city, as our firehouses are staffed 24/7 adding this is a humanitarian initiative.

Discussion ensued on fund raising efforts, anonymity of the mother, the cost of the Baby Box, whether the initiative should be delayed until construction is started and the value of the lifesaving potential, as well as the potential support from local businesses.

Mayor JB Whitten responded that the State already has a law in place for a person to give a child up. He added there will be no cameras in the area. The alarm sounds when a baby is left in the box. He added the identity of the mother is protected.

City Manager T. Bolduc said if we can fundraise it, we will proceed, otherwise it will come back to Council.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Ryan Bullard directing staff to approve staff's recommendation to move forward with the fundraising initiative.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

10.2. Eden Lake Subdivision Preliminary Plat

CDS Planning Administrator Nicholas Schwendt said the application has been received for the location near Victory Lane. The subdivision proposes 187 lots on 47.4 acres. This results in a gross density of approximately 3.93 units per acre, which

is allowable per the applicable zoning and future land use requirements. If there are any changes that affect the layout or scope, it will come back to the Council for review. He added the Planning and Development Board has recommended approval of the plat.

Mayor JB Whitten called for action.

Motion by Councilmember Doug Capps and seconded by Mayor Pro-Tem Andrew Rencich to approve the Eden Lake Subdivision Preliminary Plat.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

10.3. Eagle View Subdivision Preliminary Plat and MOU

CDS Planning Administrator Nicholas Schwendt said he does not expect any change to the scope. The subdivision proposes 194 lots on 186.4 acres. The density is allowable for the zoning requirements, and the Memorandum of Understanding provides for the funding to be held in escrow.

Mayor JB Whitten called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve the Eagle View Subdivision Preliminary Plat and to approve the Memorandum of Understanding to forward to the Mayor and City Clerk for signature.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

11. City Clerk Report

11.1. Monthly Update

City Clerk Maryanne Schrader mentioned detailed information is in the staff report.

She announced that Deputy City Clerk Natasha Peacock completed the second year of training for the Certified Municipal Clerk certification and is anticipated to complete the final segment in October of next year.

11.2. Citizen of the Year nominations are due by December 1, 2023.

City Clerk Maryanne Schrader stated nominations for the City of the Year are due by December 1st. The link to the nomination page is on our website. She asked that the Council submit a name to be on the Nominating Committee before December 1st, as well.

12. City Manager Report

12.1. Presentation by the Fire Department

City Manager T. Bolduc asked Fire Chief Anthony Holland to come forward and provide an update.

Fire Chief Anthony Holland provided a comparison of calls between 2022 and this year to date including a breakdown between the stations. He also went over the fire calls, the statistics for each of the three stations on EMS and motor vehicle accidents. He mentioned that all of the stations are a “Safe Haven,” adding he supports the Baby Box initiative. He updated the Council on the hurricane recovery efforts for those deployed to assist other communities. He went over the mutual aid calls to the local area, explained the advanced training opportunities that are provided to the firefighters, as well as the use of the Training Tower facility. He said six of our firefighters participated in the Tunnel to Towers Foundation 9/11 stair climbing competition. He announced the visits they had with the local schools during Fire Prevention Month.

City Manager T. Bolduc added they are working on recruitment with Strategic Planning. This weekend we will have physical agility testing and have 36 applicants. He added staff is doing a great job.

In response to Councilmember C. Brown on the protocol for electric vehicles, Fire Chief A. Holland replied that we have not had it here yet, but we are training on electric vehicle fires. His staff is working on a policy and procedure on how we are going to address the issue.

12.2. Red Light Camera Discussion

City Manager T. Bolduc said Councilmember R. Bullard requested we bring the item forward to start the discussion.

Police Chief Stephen McCosker addressed the Council stating two red light cameras are located on 85/90 and 85 and Redstone for the north/south of the intersections. The cameras assist in enforcement by reducing the number of T-bone crashes at those locations. He mentioned the contract is revenue neutral, as the funding comes from the violators. He went over the statistics per year for each intersection. We have voluntary compliance as traffic apps depict the red-light camera usage. The fee collected is \$158 per ordinance and the city receives \$75 per violation, with the rest of the funding going to the various entities. He added this assists the department, as we do not have a traffic unit.

Discussion ensued on the time frame of having the cameras, the \$17,200 average received yearly going into the General fund, staffing, the auto-renewal of current contract and the need to have a traffic unit.

Councilmember R. Bullard stated he wanted to remove the auto-renewal portion and asked for clarification on the renewal terms.

Mayor Pro-Tem Andrew Rencich stated he wants to have a traffic department in five years.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Doug Capps to remove the auto renewal and negotiate the upcoming contract. Roll Call:

Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps, Ryan Bullard. All ayes. Motion carried.

Discussion ensued on the feasibility of planning for a traffic unit.

City Manager T. Bolduc said the contract will renew in March 2028, and the contract must come before the Council for review, so we will be able to determine the feasibility of a traffic unit dependent on staffing.

City Manager T. Bolduc updated the Council on the Main Street project bid opening set for November 15th. He added the Brookmeade and Redstone project is in the final stages of the permitting process, and a community budget request was submitted for traffic improvements. The Vineyard site work bid opening is set for December 6th. The Mirage intergovernmental agreement is complete. All staff are now located at the Twin Hills Park location. We are drafting an RFP for the Twin Hills project. The engineering and design are being done with the splashpad starting in January 2024. We have four state appropriation requests on Park Drive, Redstone/Brookmeade, Twin Hills handicapped parking, and the reuse for WWTP has been submitted. He will be in Tallahassee tomorrow and will address the House Bill on building permits that set unrealistic timelines. He also stated that the Lindley Lane site plan regarding the 300 units is complete with only one-half of the approved lots being built, adding the point is we have to base our decisions on engineering data.

In response to Councilmember C. Brown regarding the shade canopies at the Rotary Park, City Manager T. Bolduc replied we should see them constructed in January.

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmember D. Capps said the Tourist Development Council is meeting tomorrow morning in the Chamber.

Councilmember R. Bullard asked about the review of the Board expiration dates, and City Manager T. Bolduc stated he has received the research from the City Clerk. Research regarding the ordinance timelines to make the expiration dates consistent will be addressed. He added the item will be brought back by the next meeting.

In response to Councilmember R. Bullard regarding the temporary barriers on Highway 85, City Manager T. Bolduc said there is other work in the intersection so he will need to meet with Jason Autry at the County.

In response to Councilmember Joe Blocker regarding a facelift at the Veterans Monument gazebo, City Manager T. Bolduc said he will need to speak to the committee.

Mayor JB Whitten said the Veterans parade was successful. He said the Christmas market and a movie is scheduled this Saturday. He mentioned the Thanksgiving service, the

performances from the Crestview Chorus at Warrior's Hall and before the Christmas Parade on December 2nd.

City Manager T. Bolduc announced that the Ethics training is Wednesday morning for the City Council.

14. Comments from the Audience

Mayor JB Whitten called for comment from the audience.

Justin Grant voiced concern on the drastic increase on utilities.

City Manager T. Bolduc said the rate increase was discussed during the budget process, adding we did a rate study on water, sewer, and garbage. The previous contract for garbage had expired, and the new provider was lower than the previous provider submitted during the bidding process. He added the cost of business is going up, but the increase was the best they could do in relation to inflation.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 8:25 p.m.

Minutes approved this __ day of __, 2023.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 12/4/2023
SUBJECT: Ordinance 1953 Lee Avenue Comprehensive Plan Amendment

BACKGROUND:

On September 16, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located at 602 Lee Avenue.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential (R) and Single and Multi-Family Density Dwelling District (R-3), respectively.

The application requests the Mixed-Use (MU) future land use designation for the property.

The Planning and Development Board recommended approval of the request on November 6, 2023, and the first reading was approved by the City Council on November 13, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Trojan Professional Mgmt LLC
PO Box 312
Crestview, FL 325360000
Parcel ID: 21-3N-23-1670-0006-0010
Site Size: 0.40 acres
Current FLU: Residential (R)
Current Zoning: Single and Multi-Family Density Dwelling District (R-3)
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Manufactured Home & Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family

West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
------	-----------------	---	---------------

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residence or be developed for light commercial use. The applicant for this amendment concurrently applied for a lot split on the same property. With that lot split, each parcel will be approximately 0.2 acres. The applicant has stated their intent to develop each resulting property with one duplex structure each, which is consistent with the existing development adjacent to the east of this property, but is not allowed under the current allowable density. Staff finds that the resulting acreage of each parcel (0.2 acres) would not be large enough to support commercial development that would not otherwise be allowable as a home occupation as the property exists now.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 2023.

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.

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 six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment was \$2,500.00. The cost of advertising was \$240.50.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1953 on Second Reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1953

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 RESIDENTIAL (R) TO MIXED-USE (MU) ON APPROXIMATELY 0.40 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.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Residential (R) to Mixed-Use (MU) on a parcel of land containing 0.40 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 0.40 acres of land, more or less, from Residential (R) to Mixed-Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 0.40 acres, more or less, is known as Parcel 21-3N-23-1670-0006-0010 and commonly described as:

LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6, MORRIS ADDITION TO CRESTVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 133, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

The Mixed-Use (MU) Future Land Use Category is hereby imposed on Parcel 21-3N-23-1670-0006-0010. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 21-3N-23-1670-0006-0010 thereon.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect

the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

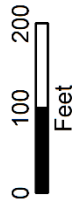
ATTEST:

Maryanne Schrader
City Clerk

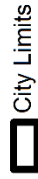
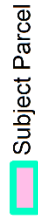
Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor

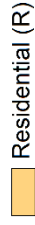
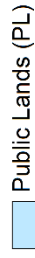
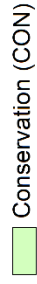
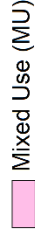
Adopted Future Land Use



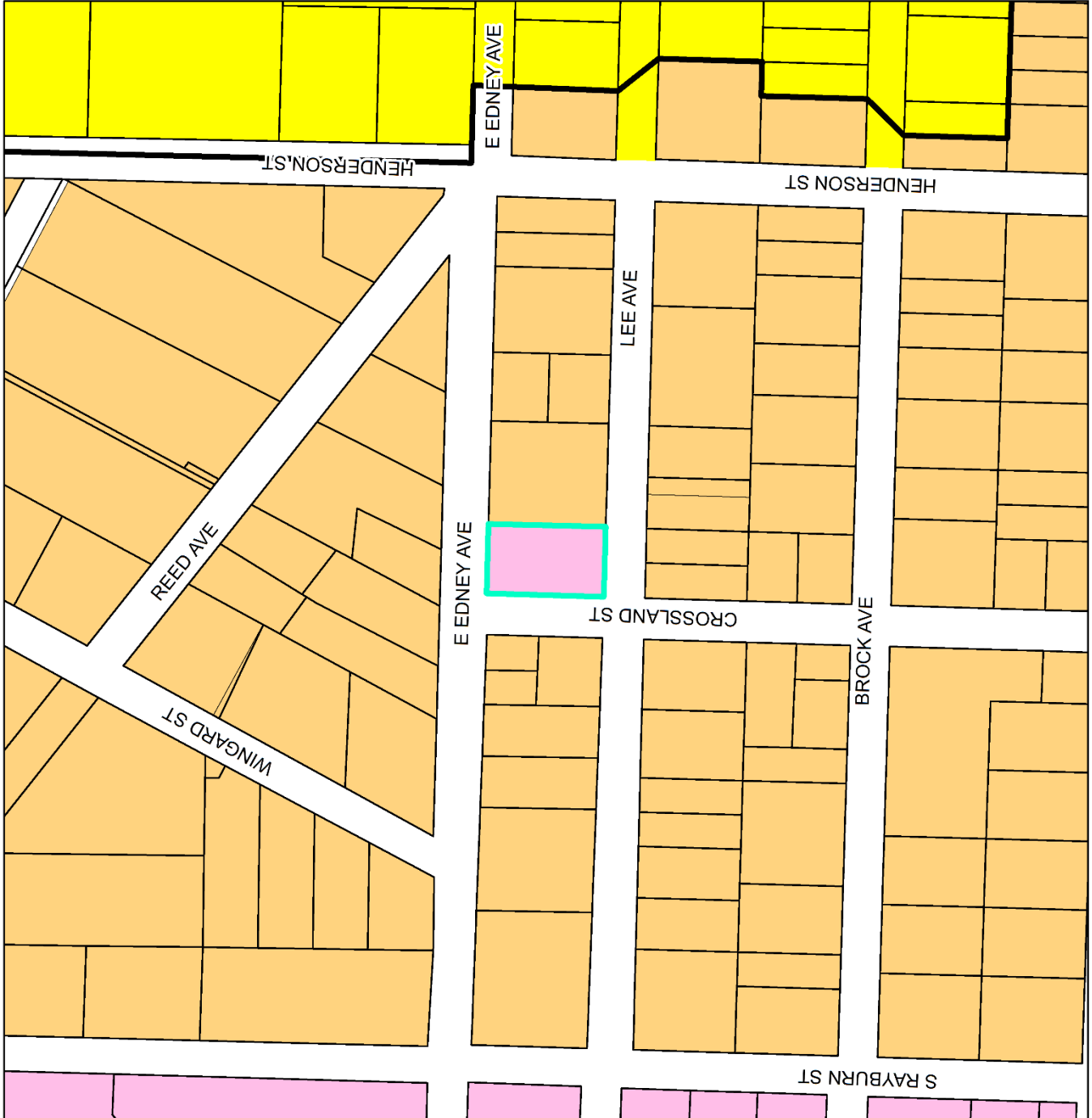
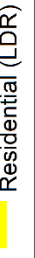
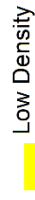
Legend



City Future Land Use



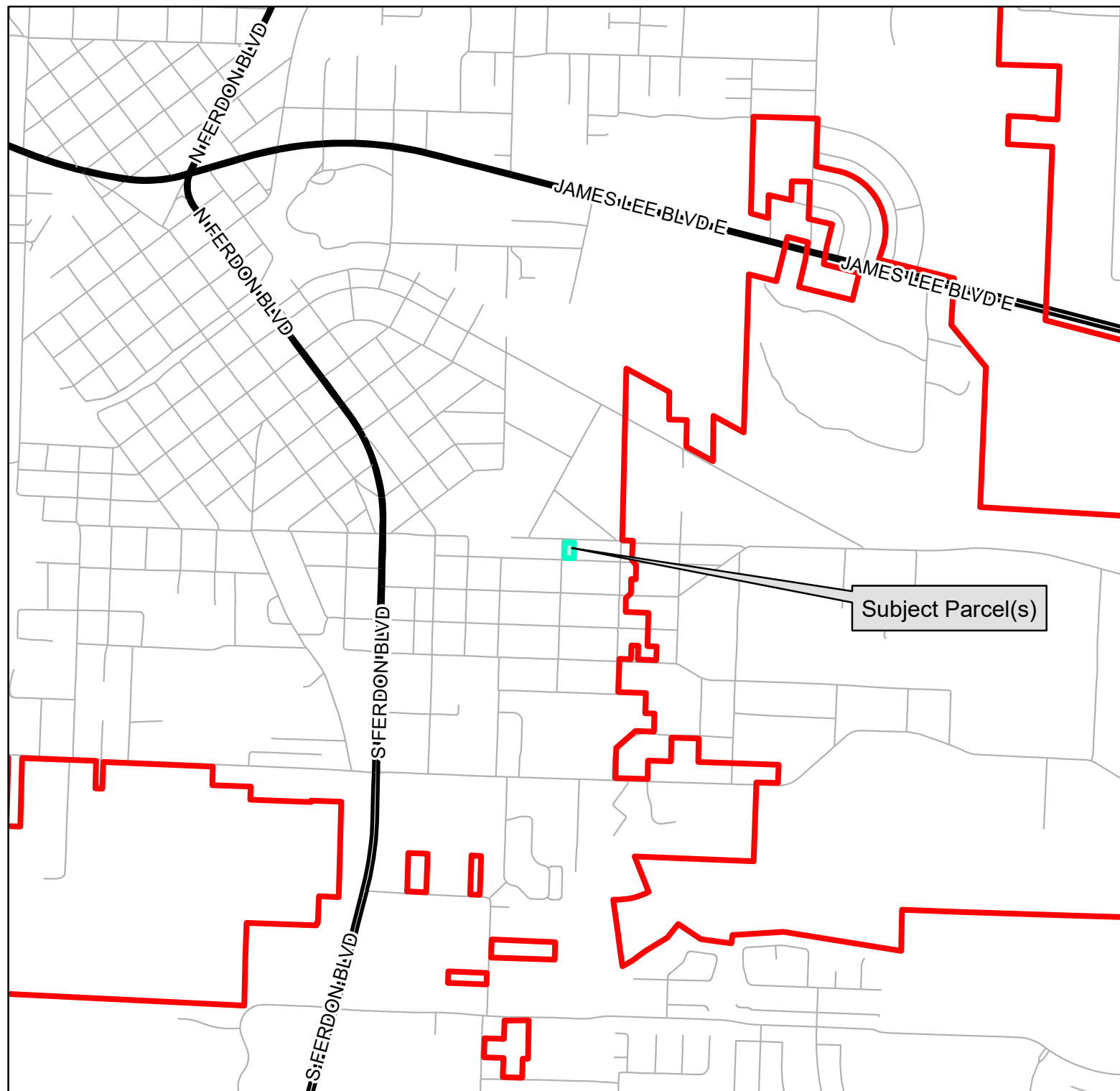
County Future Land Use



Vicinity Map



Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

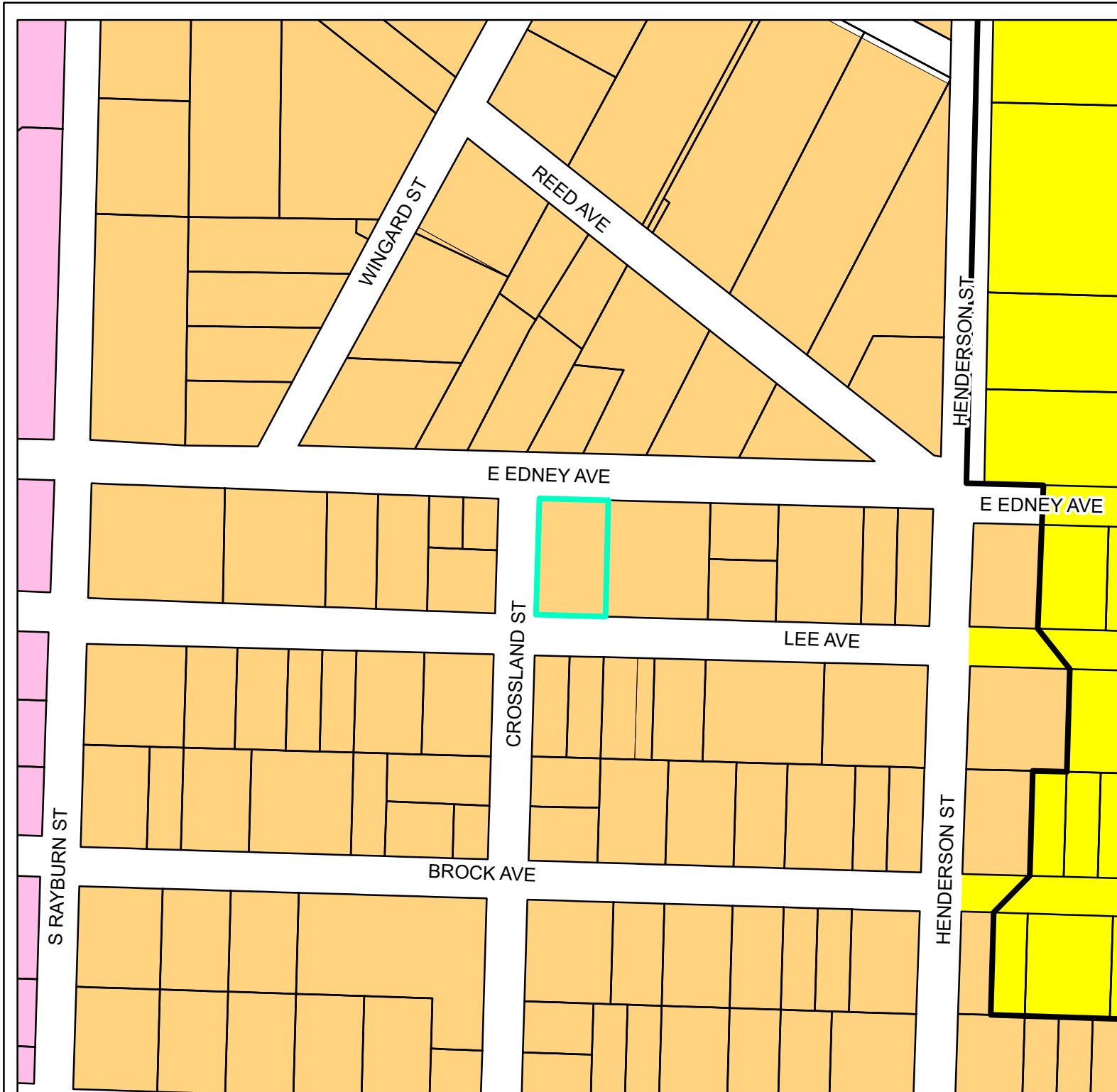
 City Limits

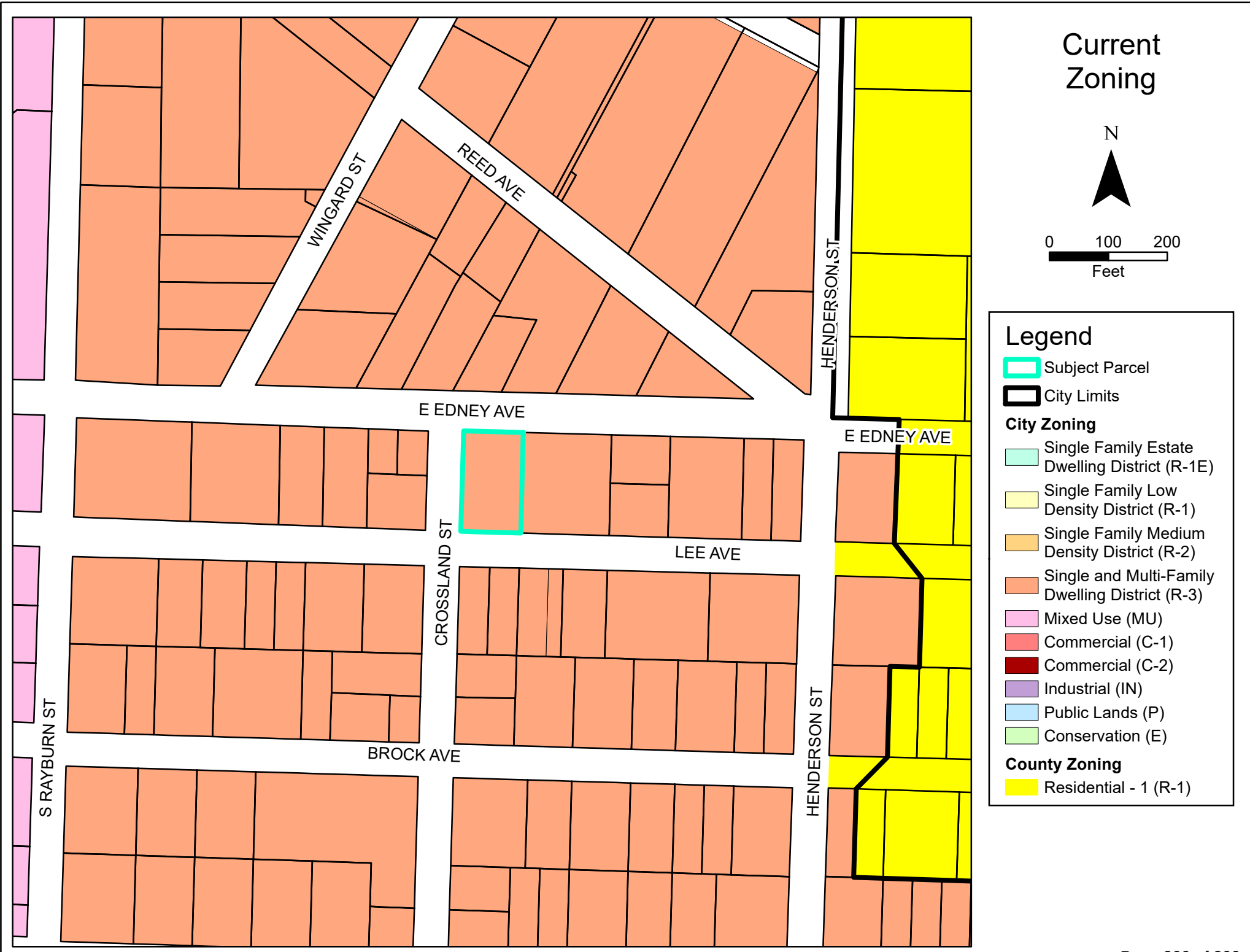
City Future Land Use

-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)

County Future Land Use

-  Low Density Residential (LDR)





Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

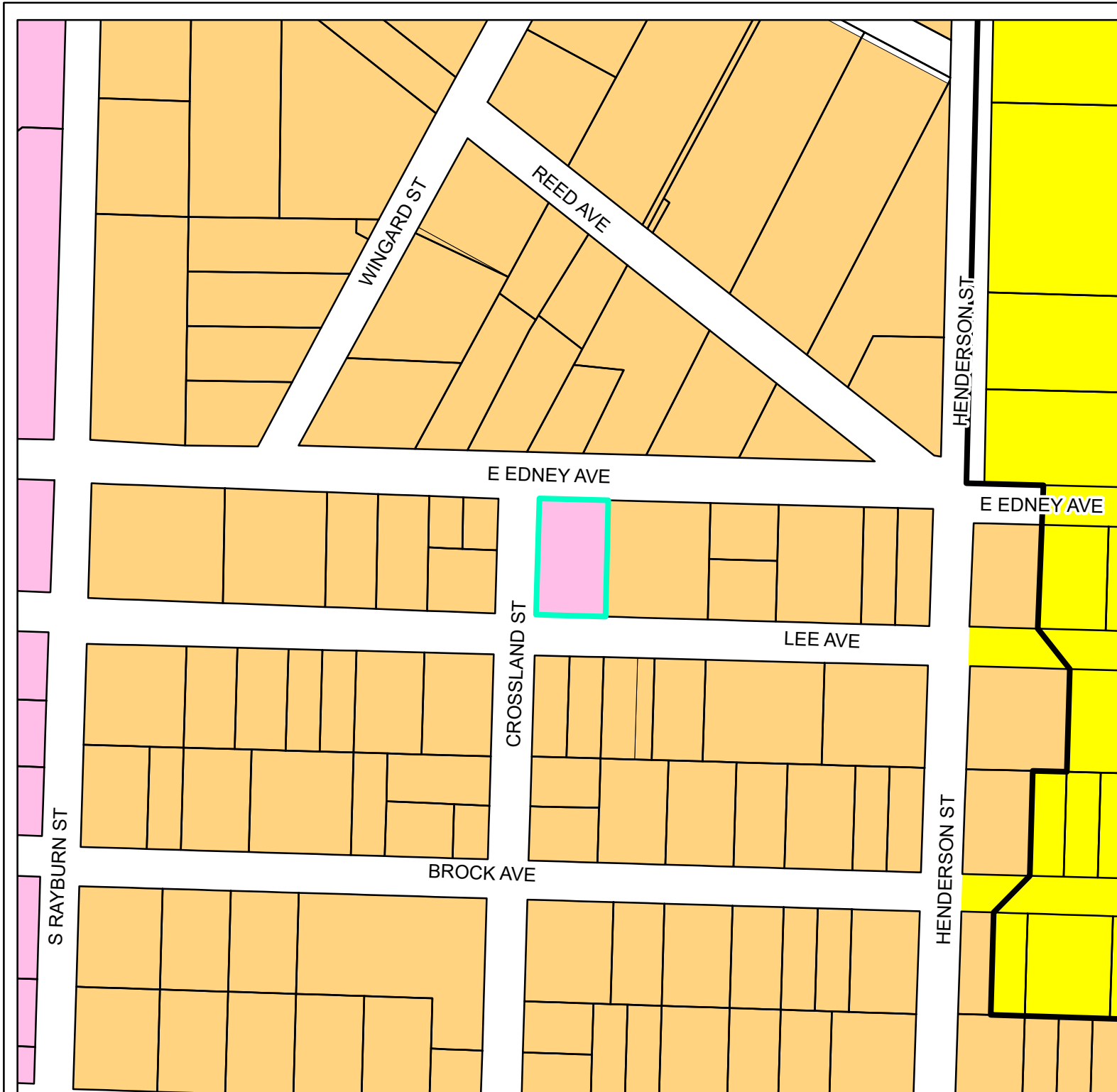
 City Limits

City Future Land Use

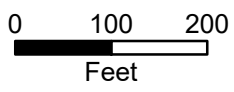
-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)

County Future Land Use

-  Low Density Residential (LDR)



Proposed Zoning



Legend

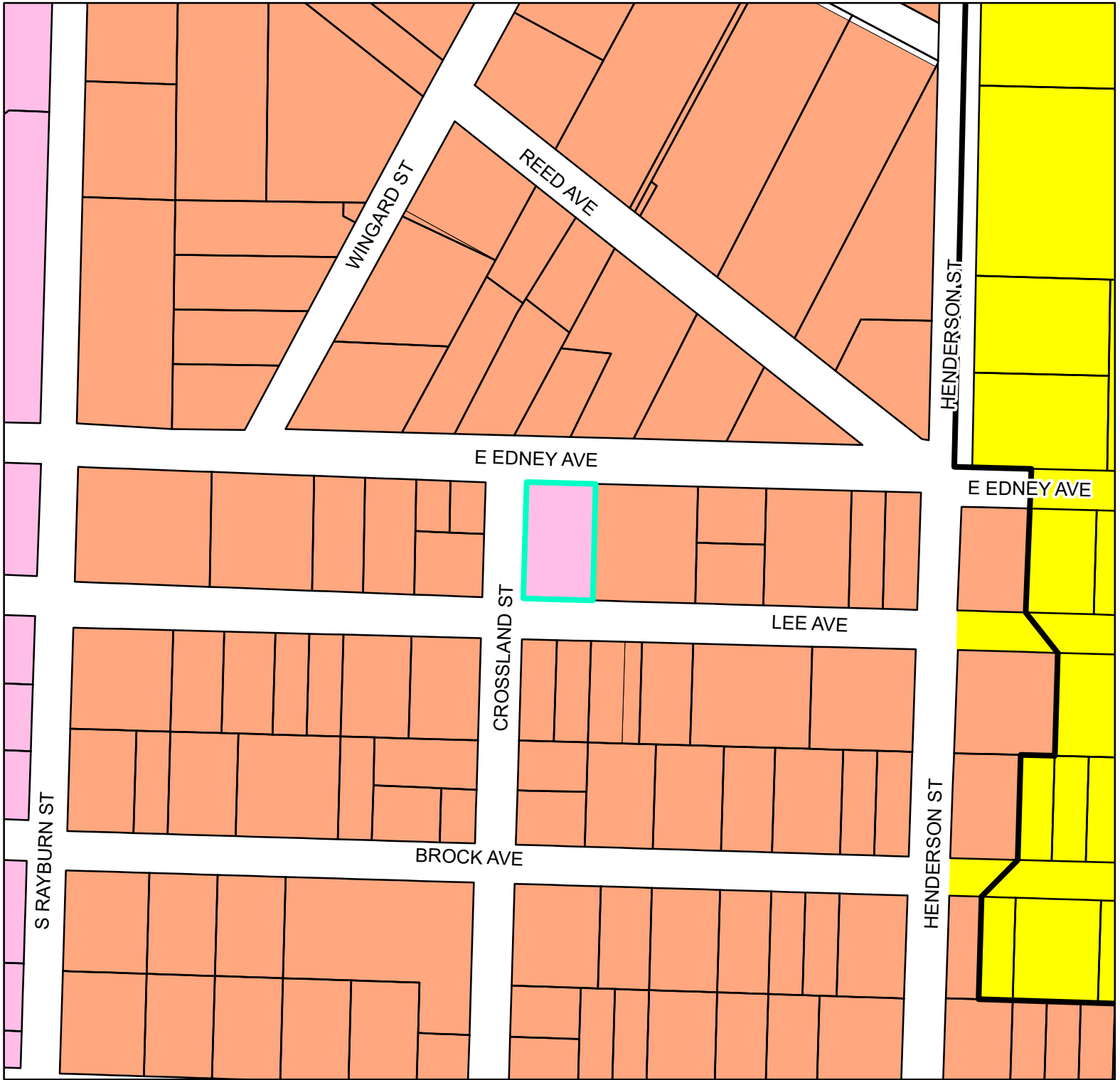
- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit Development (PUD)

County Zoning

- Residential - 1 (R-1)





Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 12/4/2023
SUBJECT: Ordinance 1954 Lee Avenue Rezoning

BACKGROUND:

On September 16, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located at 602 Lee Avenue.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential (R) and Single and Multi-Family Density Dwelling District (R-3), respectively.

The application requests the Mixed-Use (MU) zoning designation for the property.

The Planning and Development Board recommended approval of the request on November 6, 2023, and the first reading was approved by the City Council on November 13, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Trojan Professional Mgmt LLC
PO Box 312
Crestview, FL 325360000
Parcel ID: 21-3N-23-1670-0006-0010
Site Size: 0.40 acres
Current FLU: Residential (R)
Current Zoning: Single and Multi-Family Density Dwelling District (R-3)
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Manufactured Home & Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family

West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
------	-----------------	---	---------------

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residence or be developed for light commercial use. The applicant for this rezoning concurrently applied for a lot split on the same property. With that lot split, each parcel will be approximately 0.2 acres. The applicant has stated their intent to develop each resulting property with one duplex structure each, which is consistent with the existing development adjacent to the east of this property, but is not allowed under the current allowable density. Staff finds that the resulting acreage of each parcel (0.2 acres) would not be large enough to support commercial development that would not otherwise be allowable as a home occupation as the property exists now.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 2023.

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.

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 six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request were \$750.00. There is no additional cost of advertising as the rezoning request was included in the advertisement for the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1954 on Second Reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1954

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.40 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE SINGLE AND MULTI-FAMILY DENSITY DWELLING DISTRICT (R-3) ZONING DISTRICT TO THE MIXED-USE (MU) 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.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 0.40 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 0.40 acres, more or less, being formerly zoned Single and Multi-Family Density Dwelling District (R-3) with the Mixed-Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1953, is hereby rezoned to Mixed-Use (MU) to wit:

PIN # 21-3N-23-1670-0006-0010

LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6, MORRIS ADDITION TO CRESTVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 133, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1953 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

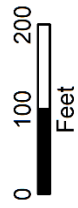
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor

Adopted Zoning



Legend

- Subject Parcel
- City Limits

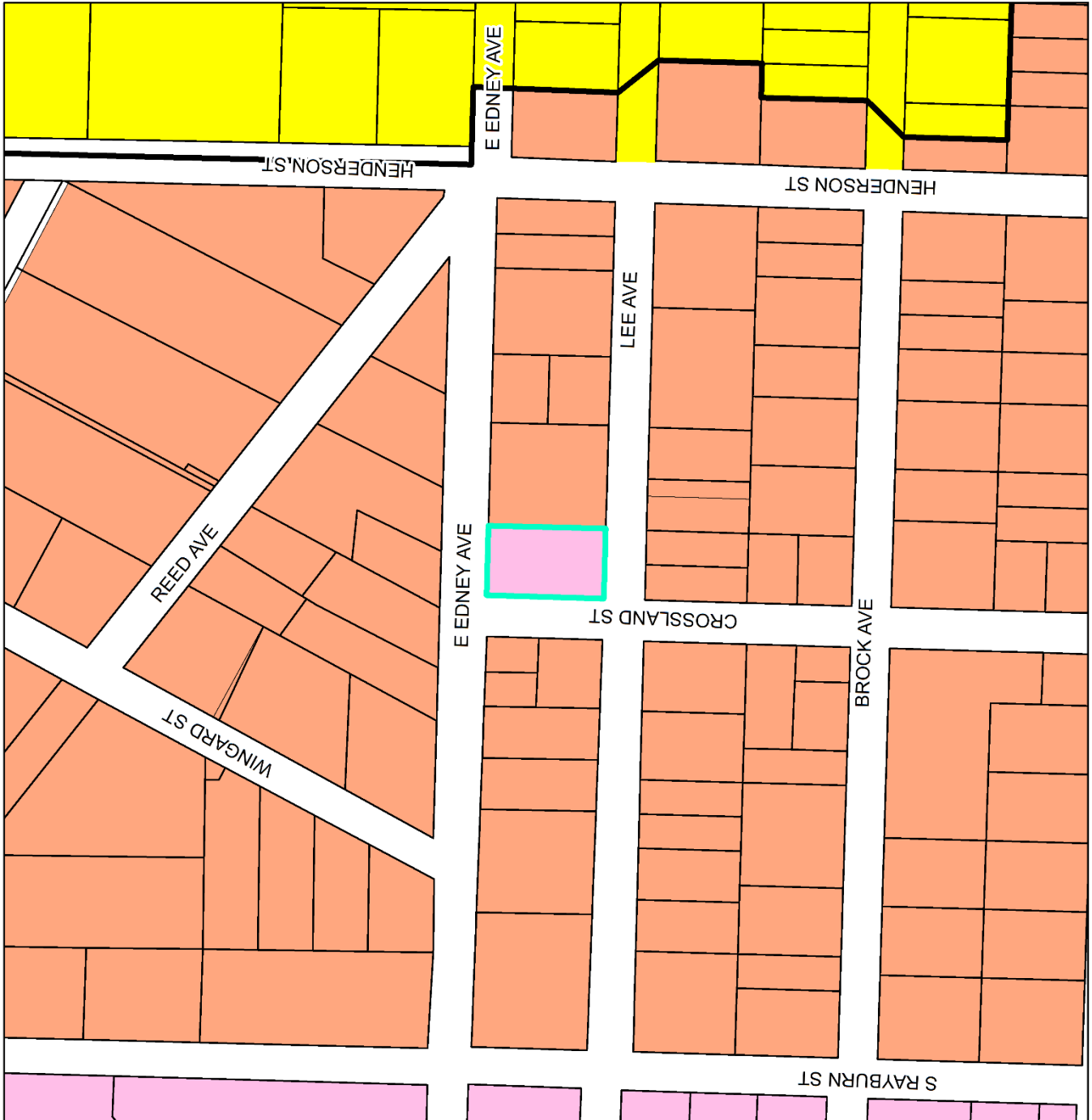
Zoning

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit Development (PUD)

County Zoning

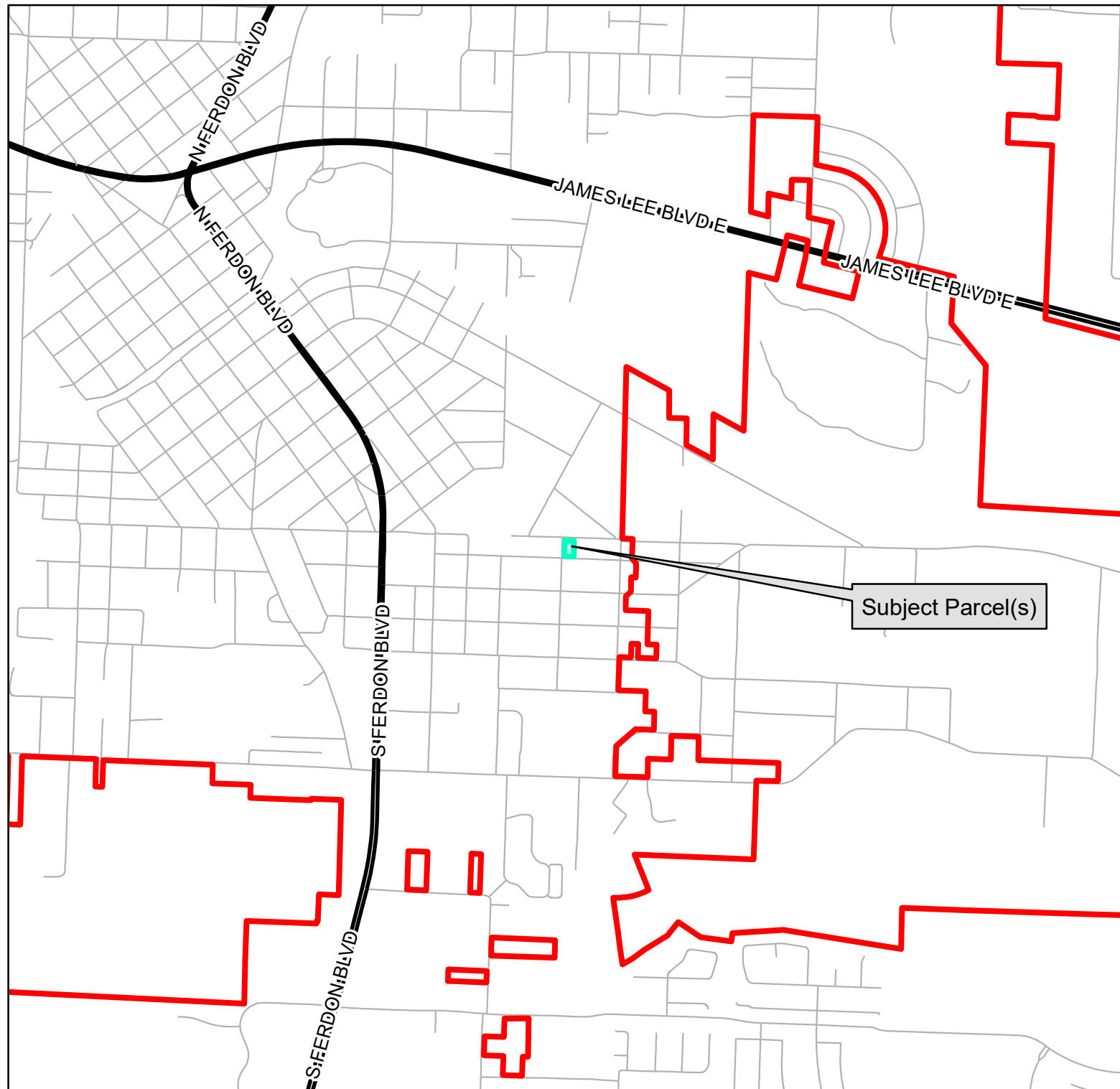
- Residential - 1 (R-1)



Vicinity Map



Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

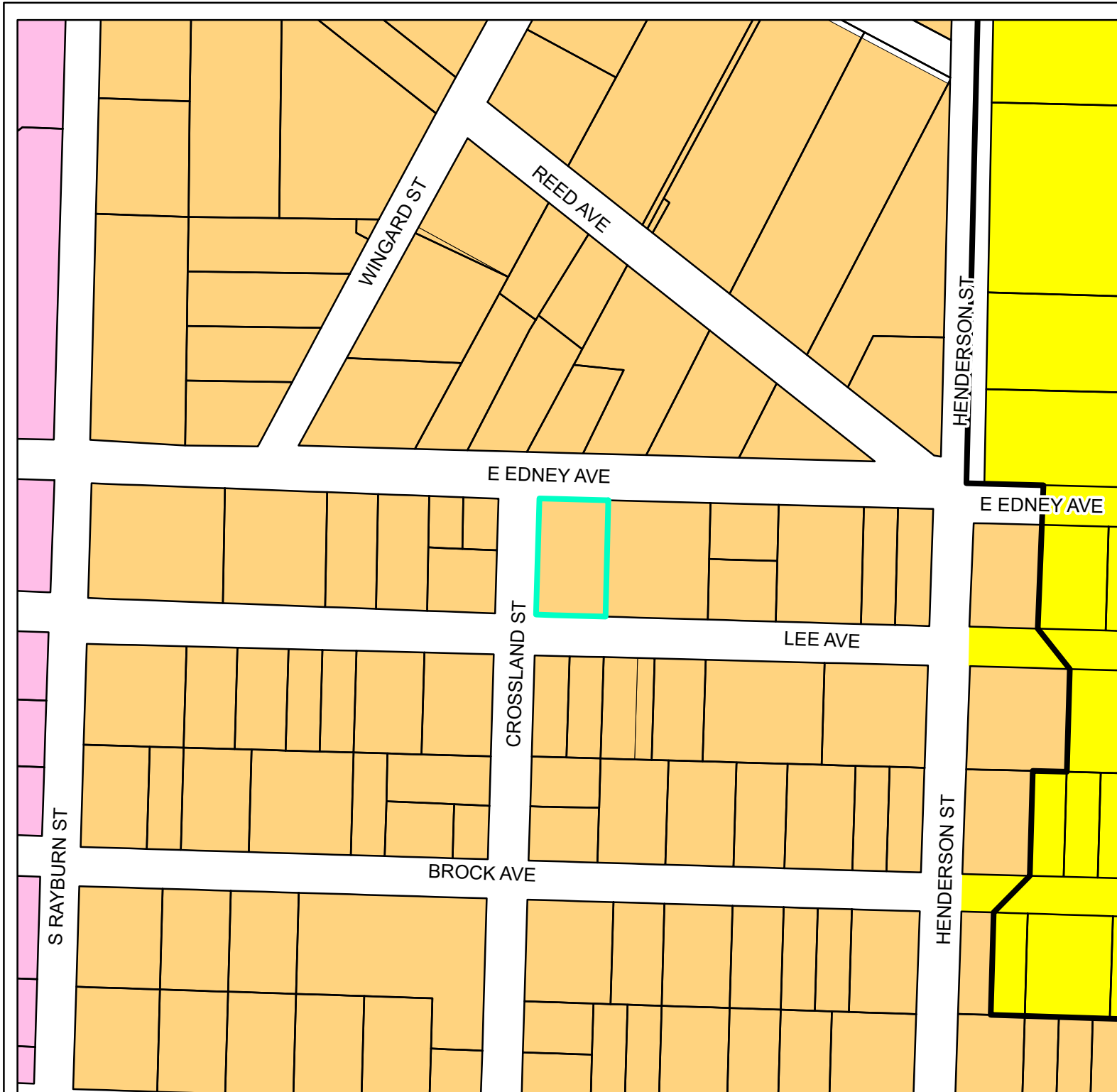
 City Limits

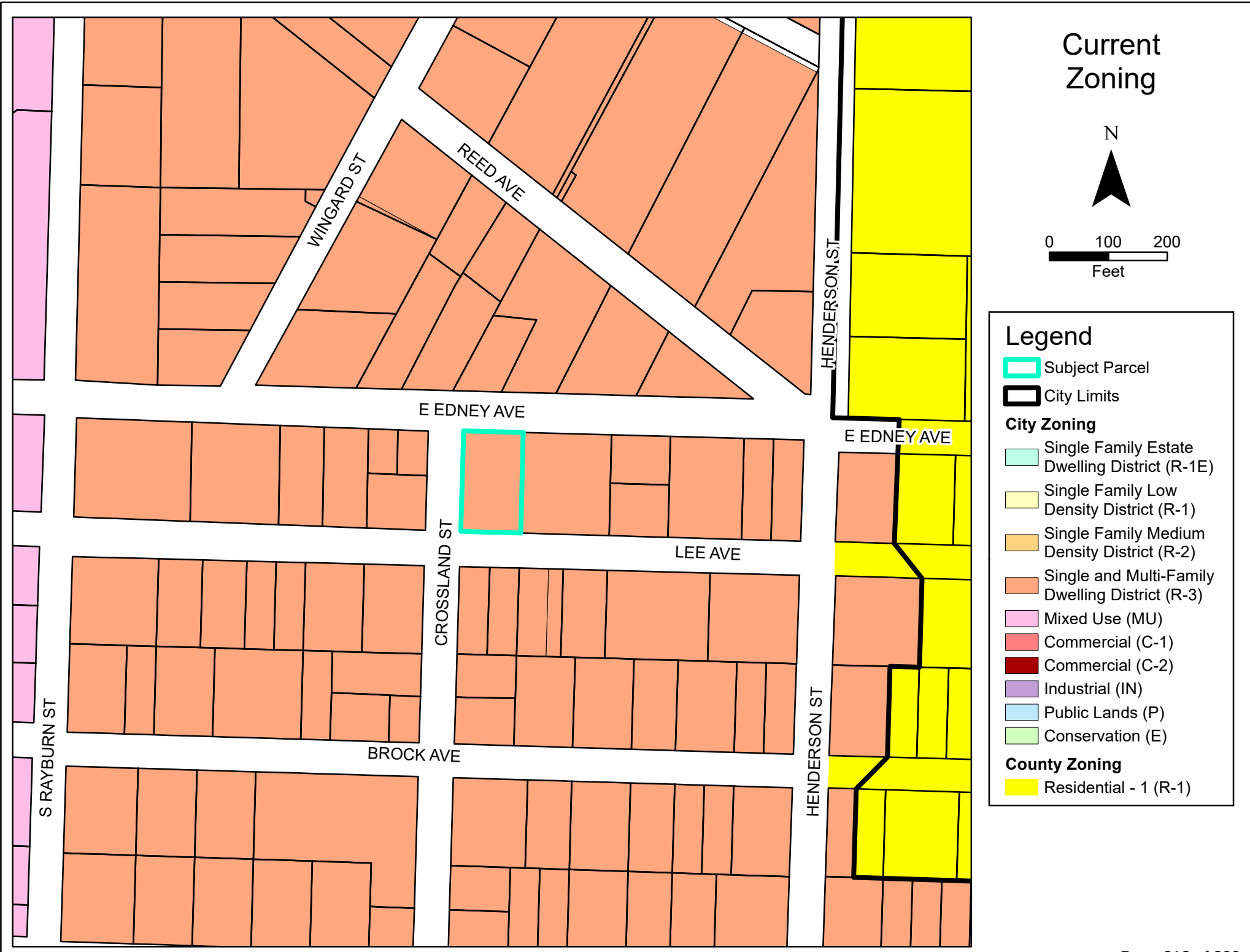
City Future Land Use

-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)

County Future Land Use

-  Low Density Residential (LDR)





Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

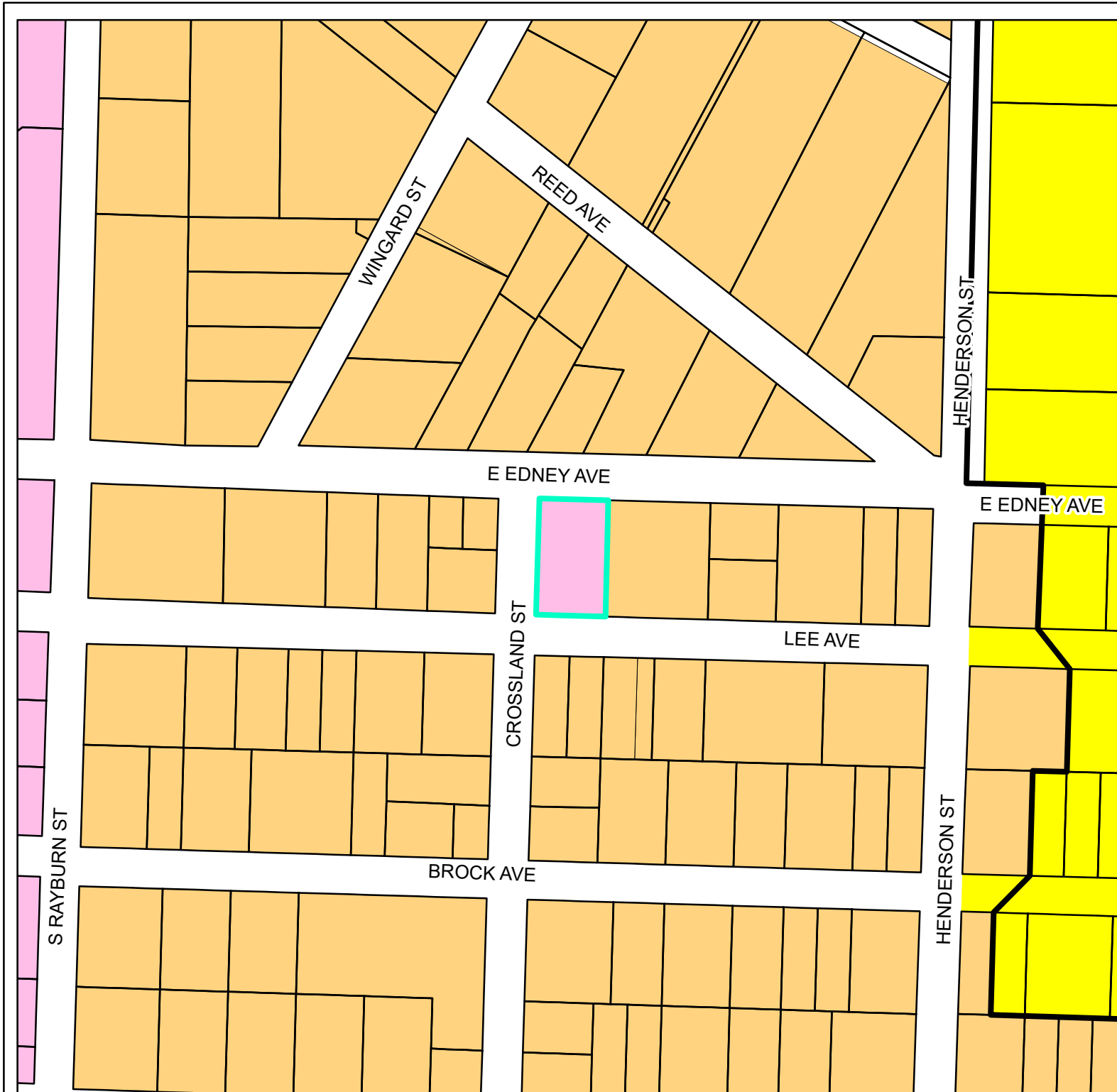
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

 Low Density Residential (LDR)



Proposed Zoning



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Zoning

 Single Family Estate Dwelling District (R-1E)

 Single Family Low Density District (R-1)

 Single Family Medium Density District (R-2)

 Single and Multi-Family Dwelling District (R-3)

 Mixed Use (MU)

 Commercial (C-1)

 Commercial (C-2)

 Industrial (IN)

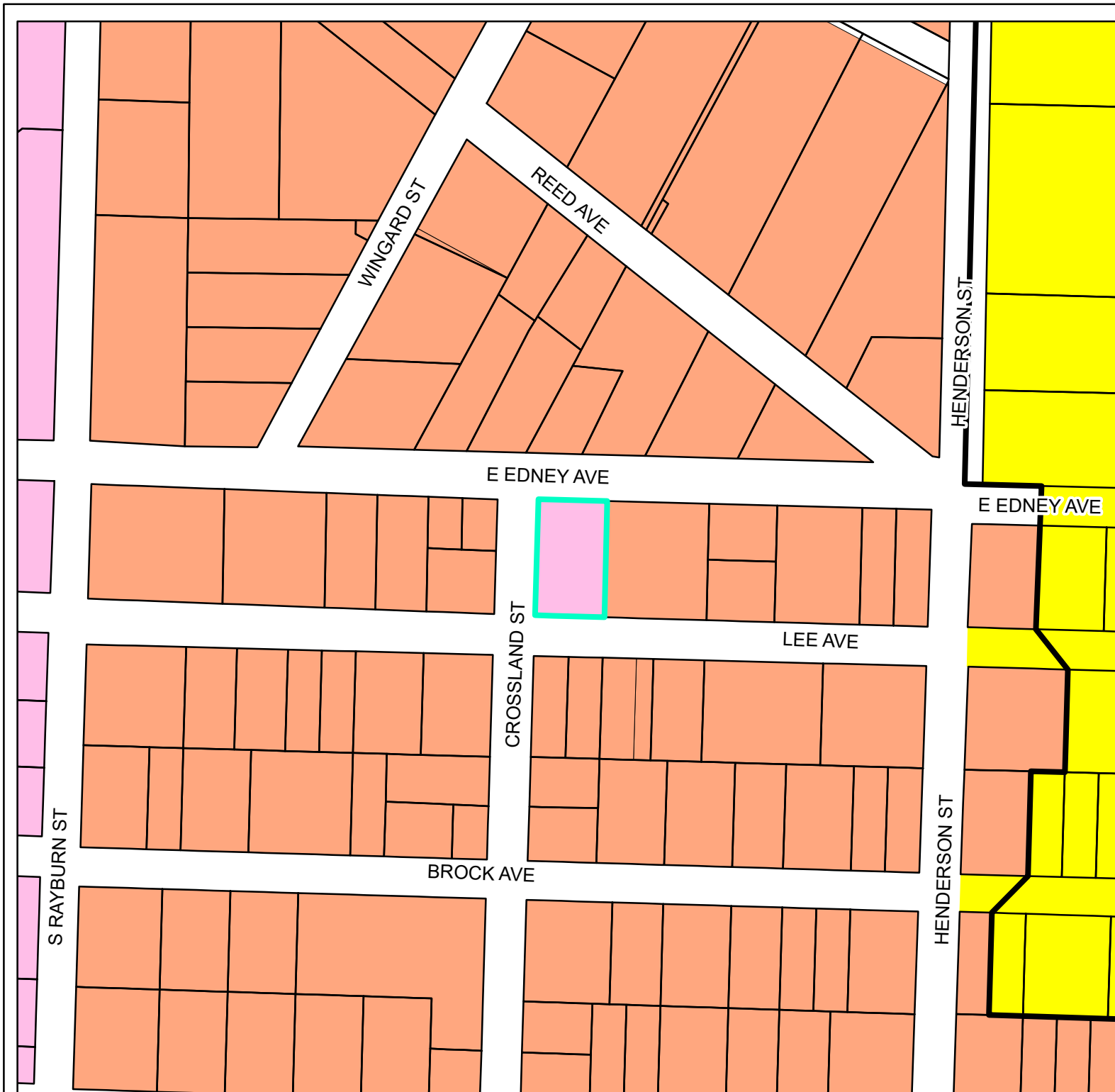
 Public Lands (P)

 Conservation (E)

 Planned Unit Development (PUD)

County Zoning

 Residential - 1 (R-1)





Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 12/4/2023
SUBJECT: Ordinance 1955 North Avenue East Comprehensive Plan Amendment

BACKGROUND:

On October 4, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on North Avenue East.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Public Lands (PL).

The application requests the Mixed-Use (MU) future land use designation for the property.

The Planning and Development Board recommended approval of the request on November 6, 2023, and the first reading was approved by the City Council on November 13, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Grant-Moulton Properties LLC
1702 E James Lee Blvd
Crestview, FL 325390000
Parcel ID: 07-3N-23-1760-0004-0010
Site Size: 5.45 acres
Current FLU: Public Lands (PL)
Current Zoning: Public Lands (PL)
Current Land Use: Municipal

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family

West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single-Family
------	-----------------	---	---------------

The subject property is currently developed for recreational use and a development application has been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential use.

Typically, at this point in the process, staff is not aware of what is being proposed on a given piece of property. In this case, this future land use amendment, and the subsequent rezoning to PUD are in conjunction with a project that is in review for 94 townhouse units. The current future land use and zoning designations do not provide for this use, and the surrounding future land use and zoning districts (Residential (R) and Single and Multi-family Density Dwelling District (R-3)) do not provide for the density requested within the application.

The developer has entered into an agreement with the Eglin Air Force base to provide housing (rent and utilities) to military members at the BAH rate, providing a benefit to both those service members as well as a positive impact on the community at large. In order to achieve that threshold, the developer determined that it would be necessary to construct more units in the project than would have typically been allowed in the R-3 zoning district and Residential future land use designation. Staff discussed various options that could help the developer achieve this goal for the benefit of our community. Initially, staff considered the Mixed Use (MU) zoning and future land use designations, which would provide a density comparable to the adjacent Arbor Valley development, located off of North Pearl Street, but were not comfortable with the potential commercial development that would be possible on the property with the Mixed Use zoning district. This 5.45 acre property with the Mixed Use zoning district could theoretically provide for commercial uses with densities/intensities that may not be consistent with the surrounding area.

As a result, staff determined that the most efficient and beneficial way to move forward would be to utilize the Mixed Use (MU) future land use, which allows for up to 20 units per acre, but assign the Planned Unit Development (PUD) zoning district, which references the submitted site plan for the development and, in this case, restricts the development specifically to what has been proposed - 94 townhomes. Any amendment to, or modification of the plans from that scope would require an additional ordinance to amend or remove the PUD ordinance that is being proposed coincidentally with this FLU amendment request. This provides a way for staff to ensure that this property does not develop any way other than what has generally been proposed without first consulting the Planning Board and City Council, protecting the area from development that, at this time, would not be considered consistent with the surrounding area.

Most of this information pertains to the PUD zoning district that will be presented next in the agenda, but as is typical, the above information provides the background necessary to best understand the requested future land use, as well.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area in conjunction with the proposed zoning district.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 2023.

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.

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 six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment were \$2,500.00. The cost of advertising was \$240.50.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1955 on Second Reading.

Attachments

1. Exhibit Packet
2. Patriot Park Site Development Plan

ORDINANCE: 1955

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 PUBLIC LANDS (PL) TO MIXED-USE (MU) ON APPROXIMATELY 5.45 ACRES, MORE OR LESS, IN SECTION 7, 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.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Public Lands (PL) to Mixed-Use (MU) on a parcel of land containing 5.45 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 5.45 acres of land, more or less, from Public Lands (PL) to Mixed-Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 5.45 acres, more or less, is known as Parcel 07-3N-23-1760-0004-0010 and commonly described as:

All of Block 4 of REPLAT NORTH HILL, according to the Plat thereof as recorded in Plat Book 1, Page(s) 121, of the Public Records of OKALOOSA County, Florida.

The Mixed-Use (MU) Future Land Use Category is hereby imposed on Parcel 07-3N-23-1760-0004-0010. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 07-3N-23-1760-0004-0010 thereon.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect

the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

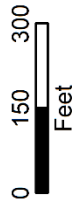
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

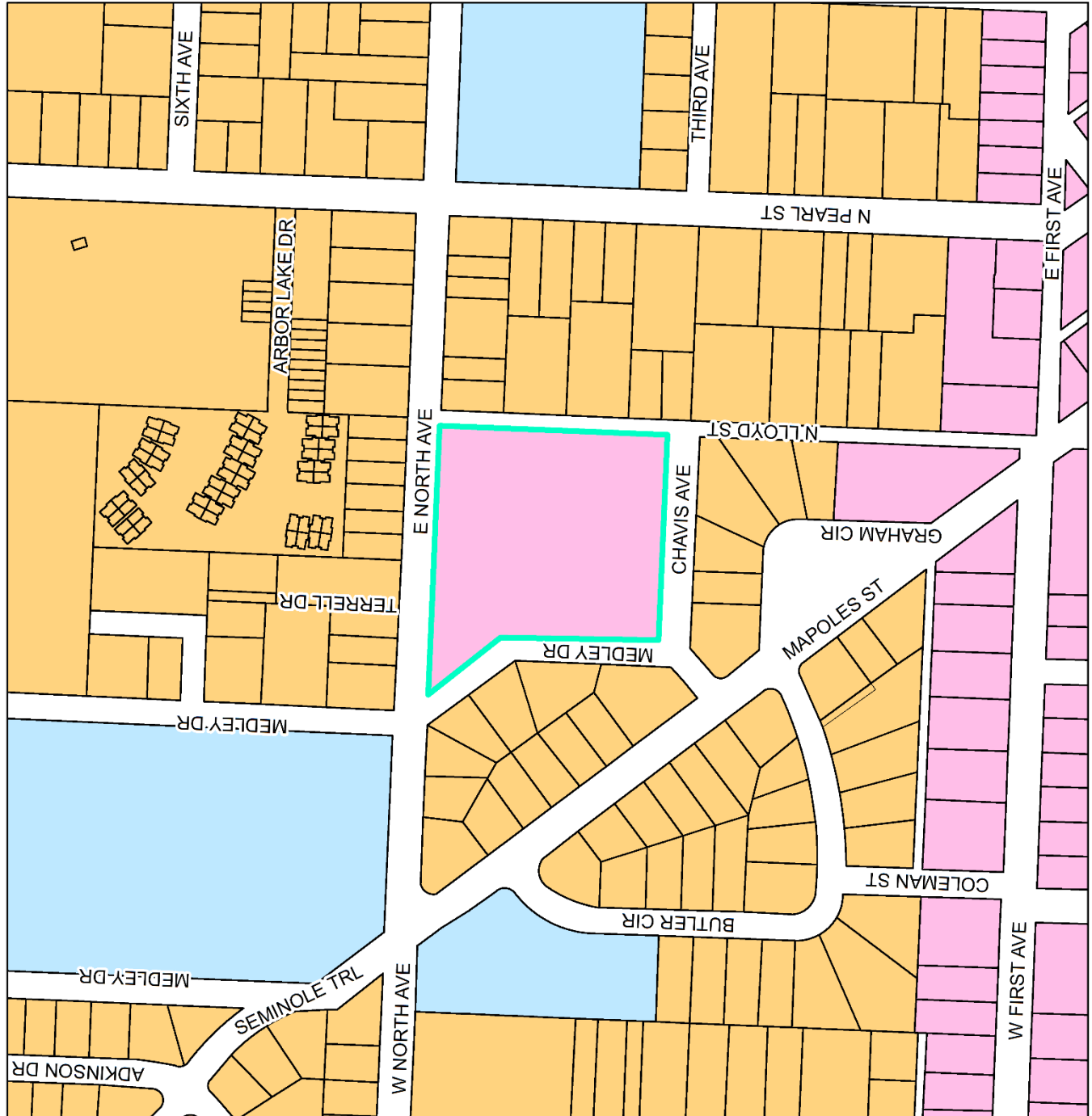
Industrial (IN)

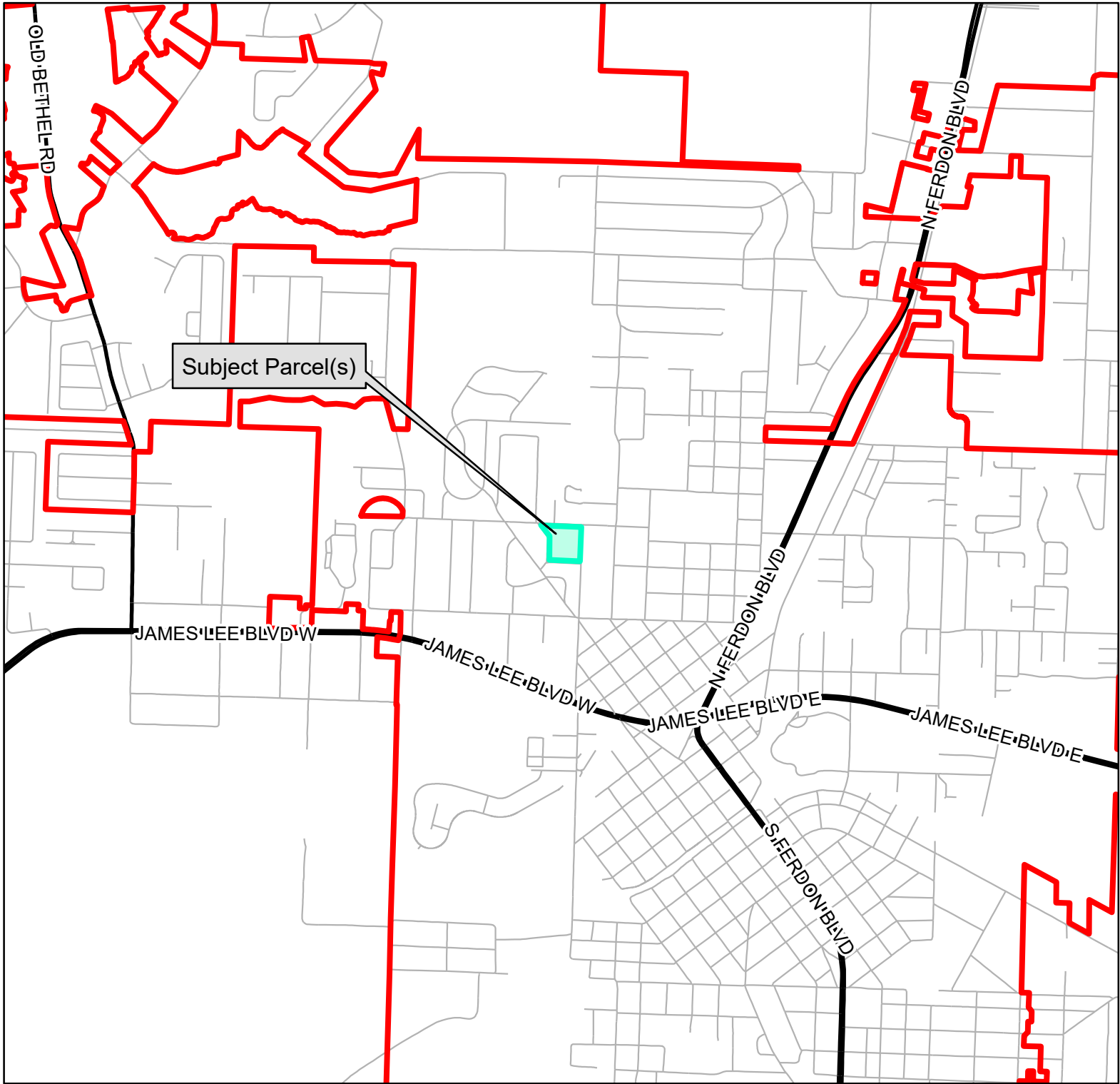
Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

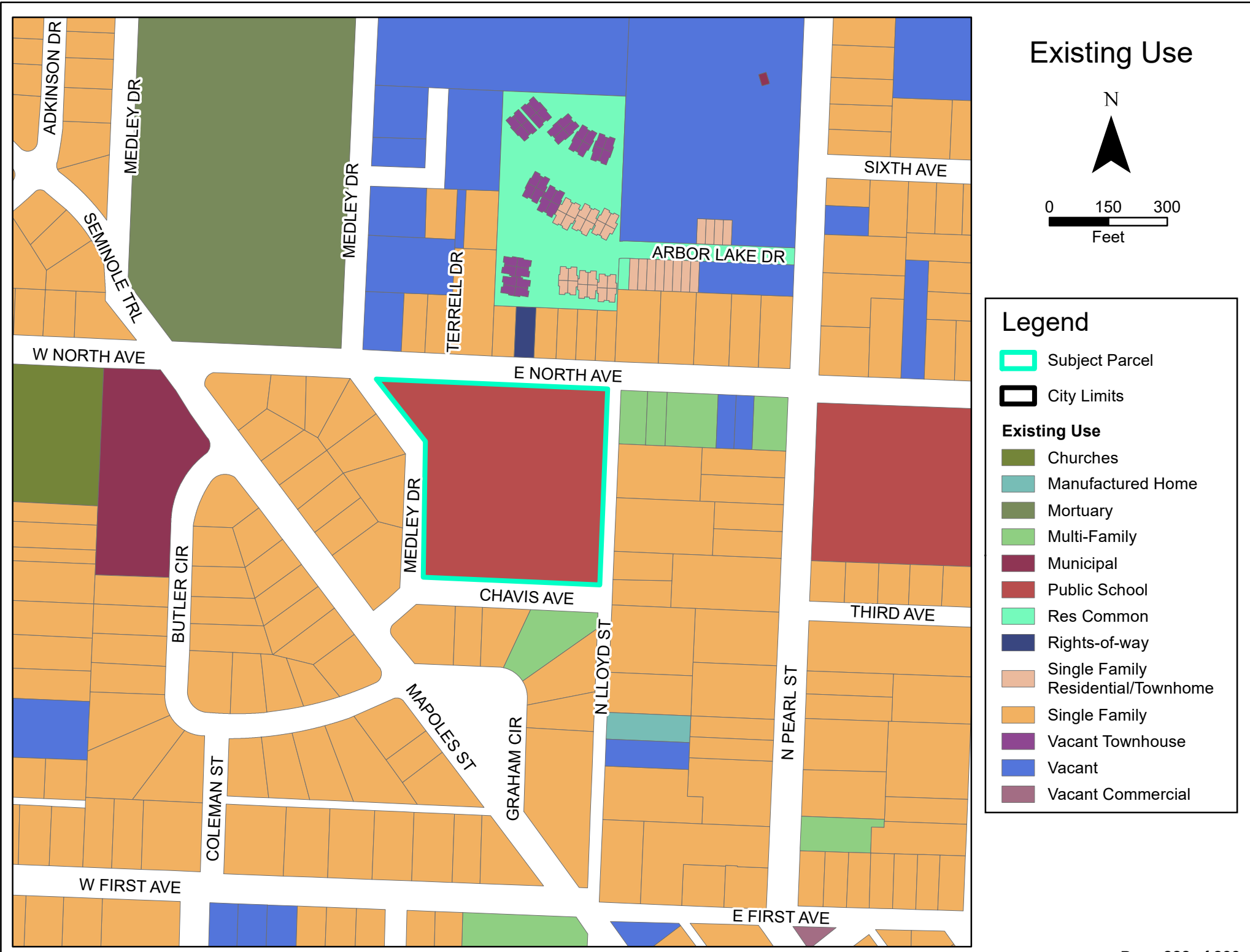




Vicinity Map



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 150 300
Feet

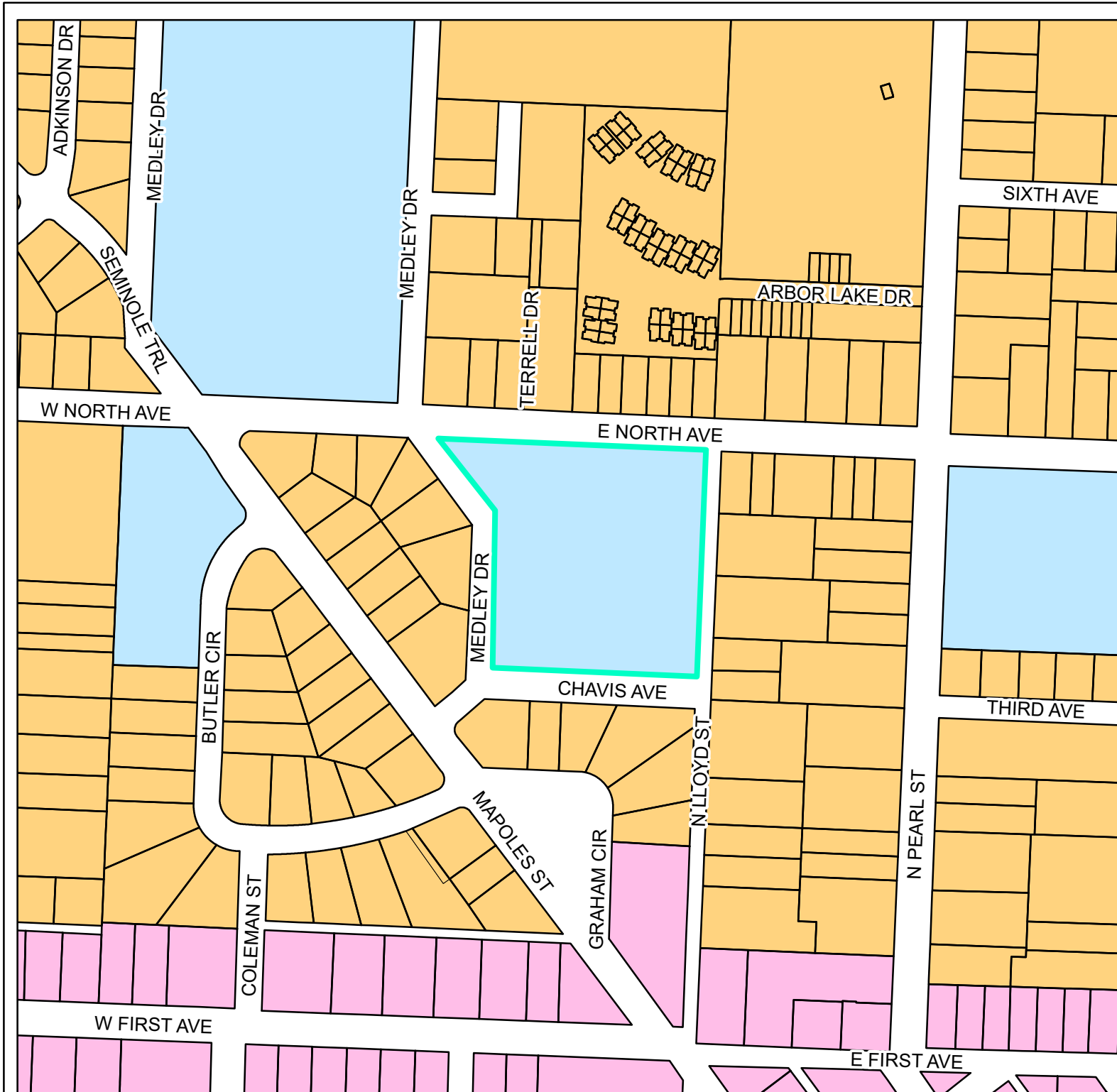
Legend

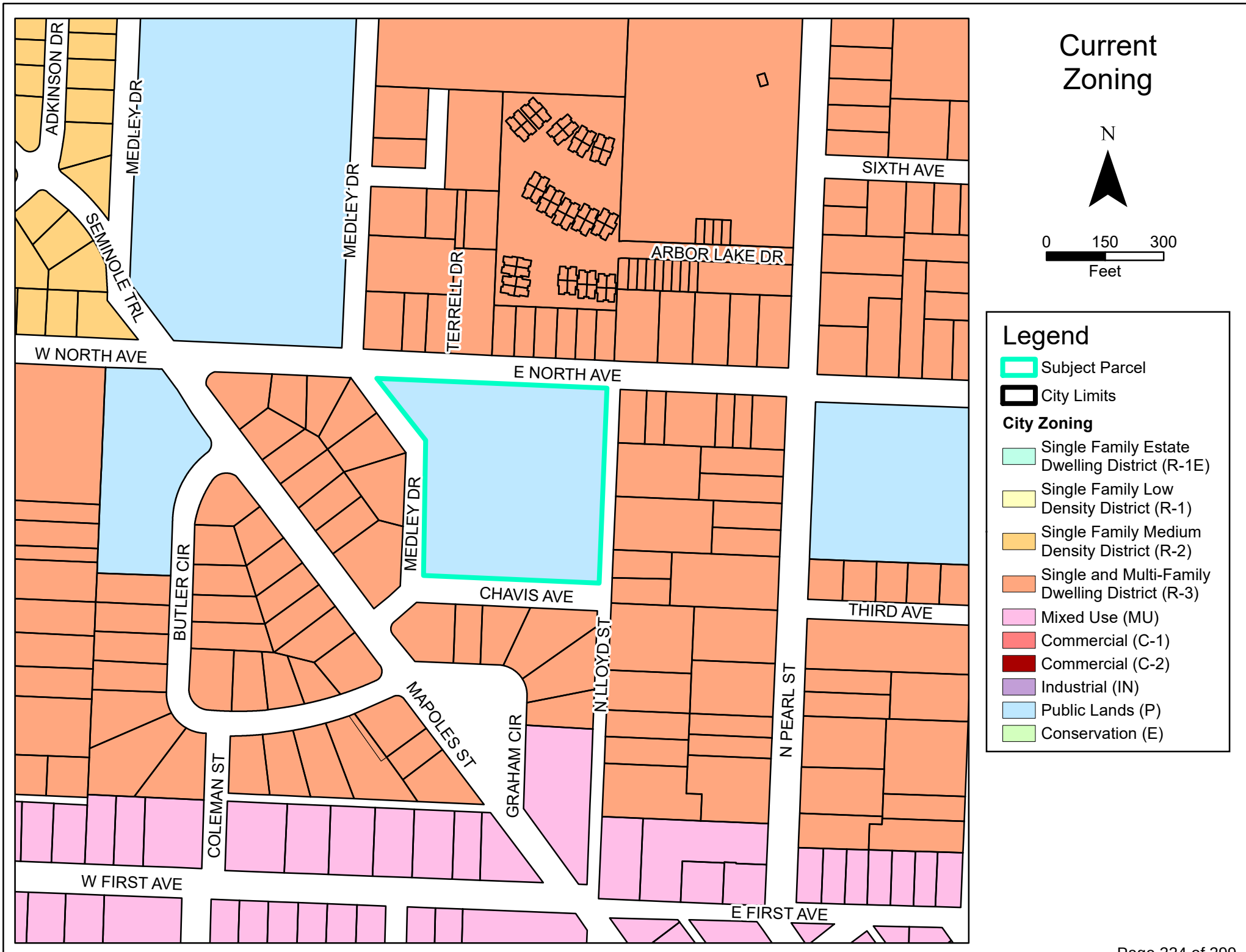
 Subject Parcel

 City Limits

City Future Land Use

-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)





Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

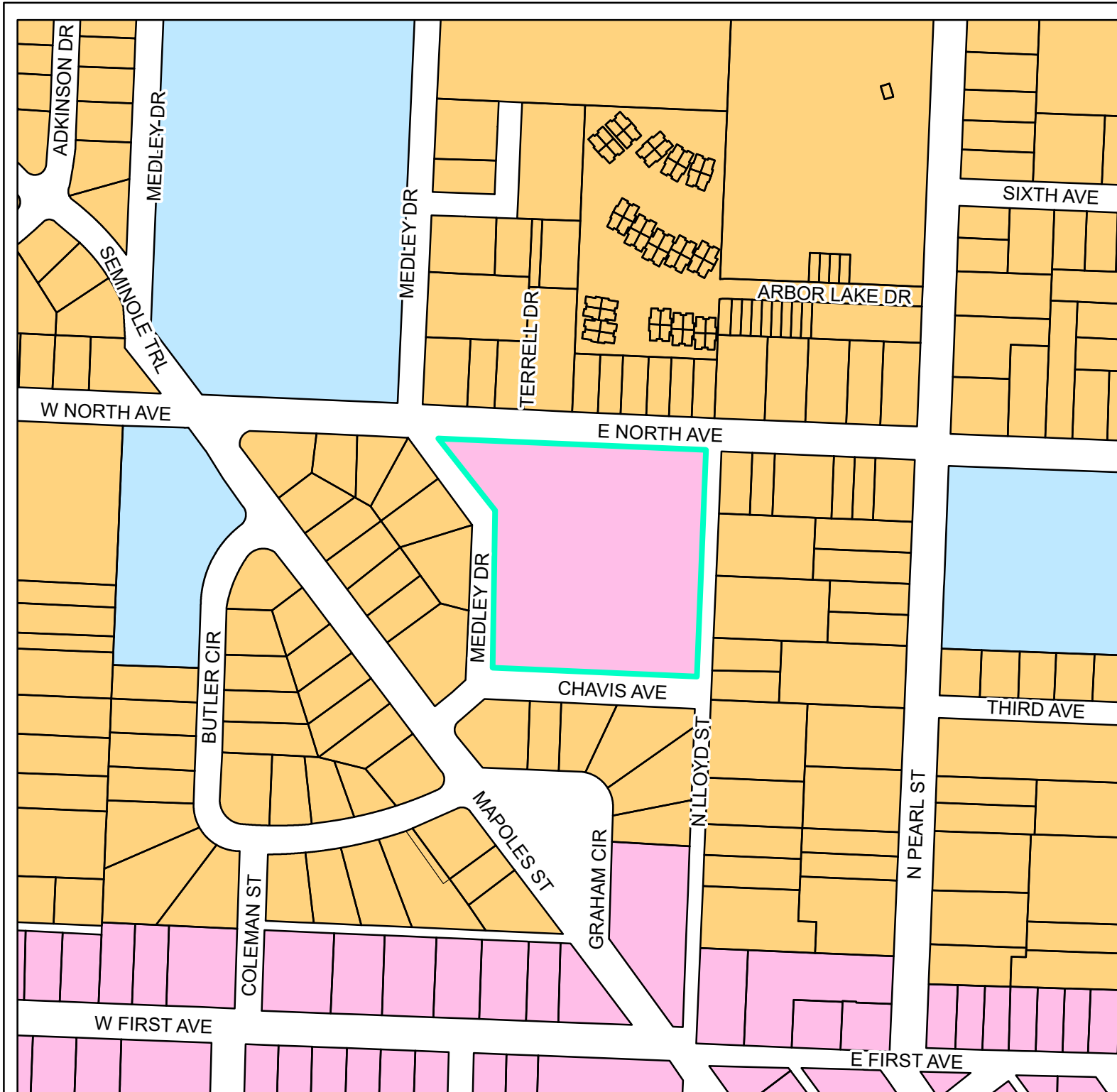
 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)



Proposed Zoning



0 150 300
Feet

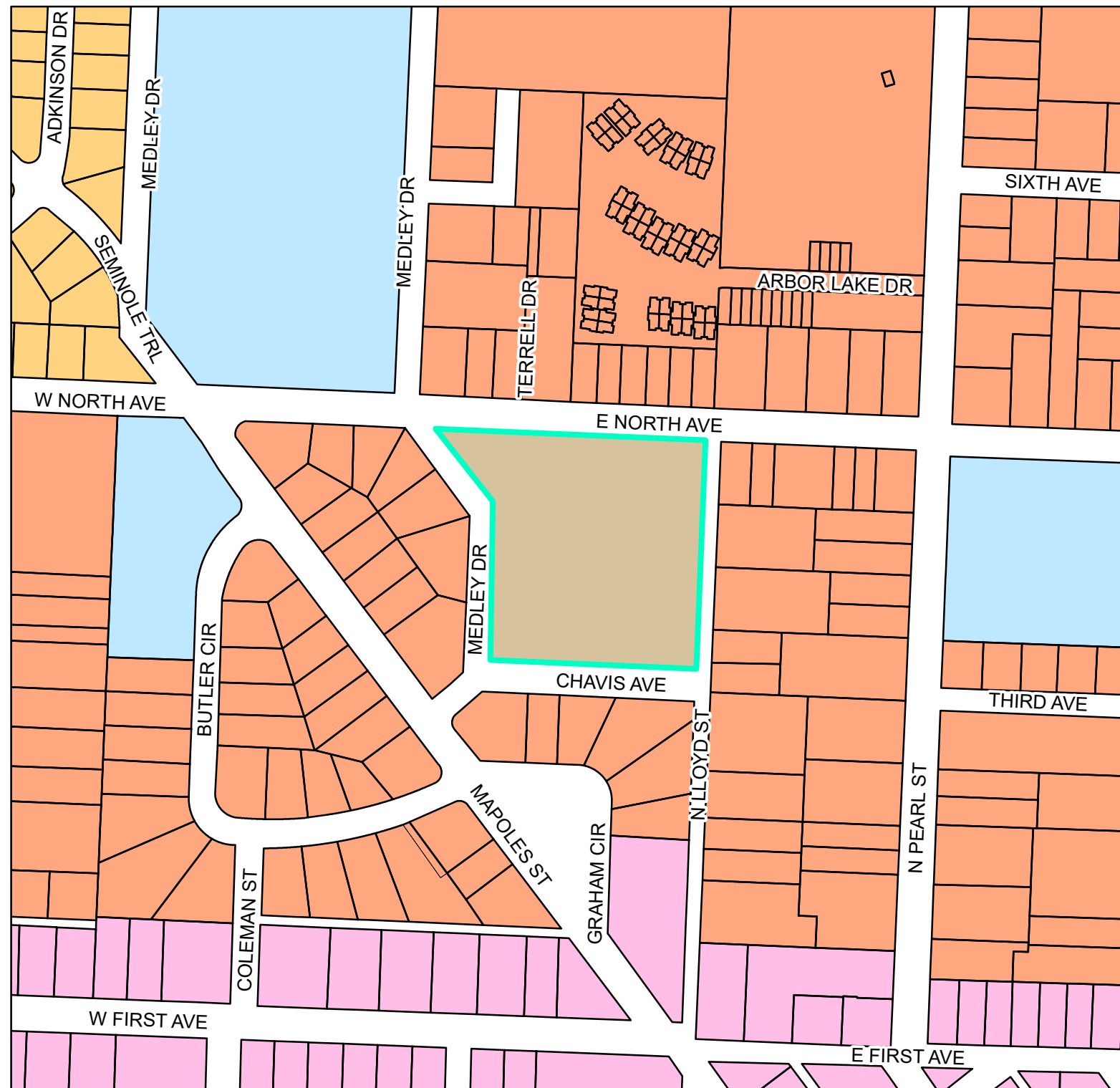
Legend

Subject Parcel

City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit Development (PUD)



SITE SUMMARY

OWNER: GRANT-MOULTON PROPERTIES, LLC
PARCEL #: 17-3N-23-1760-0004-0010
TOTAL PROJECT AREA = 235,823 SF (5.4 AC.)

ZONING: MIXED USE
CURRENT LAND USE: RECREATION
PROPOSED LAND USE: RESIDENTIAL

FUTURE LAND USE: MIXED USE

BUILDING REQUIREMENTS:
FRONT SETBACK: REQUIRED = 20 FT
PROVIDED = 20 FT
REAR SETBACK: REQUIRED = 15 FT
PROVIDED = N/A FT
SIDE YARD SETBACK: REQUIRED = N/A FT
PROVIDED = N/A FT MIN.
HEIGHT: REQUIRED = 70' MAX.
PROVIDED = <45', TWO STORY

DENSITY: REQUIRED = 20 UNITS/AC MAX. = 108 UNITS
PROVIDED = 94 UNITS

PARKING REQUIREMENTS:
SINGLE FAMILY DWELLING: REQUIRED = 2 SPACE PER UNIT
= 2 SPACE X 94 UNITS = 188 SPACES
PROVIDED = 188 SPACES
BICYCLE SPACES: REQUIRED = 1 PER 10 PARKING SPACES = 18
PROVIDED = 18 SPACES

FLOOR AREA RATIO: REQUIRED = 3.0 MAX.
PROVIDED = 157,920 SF/235,823 SF = 0.67

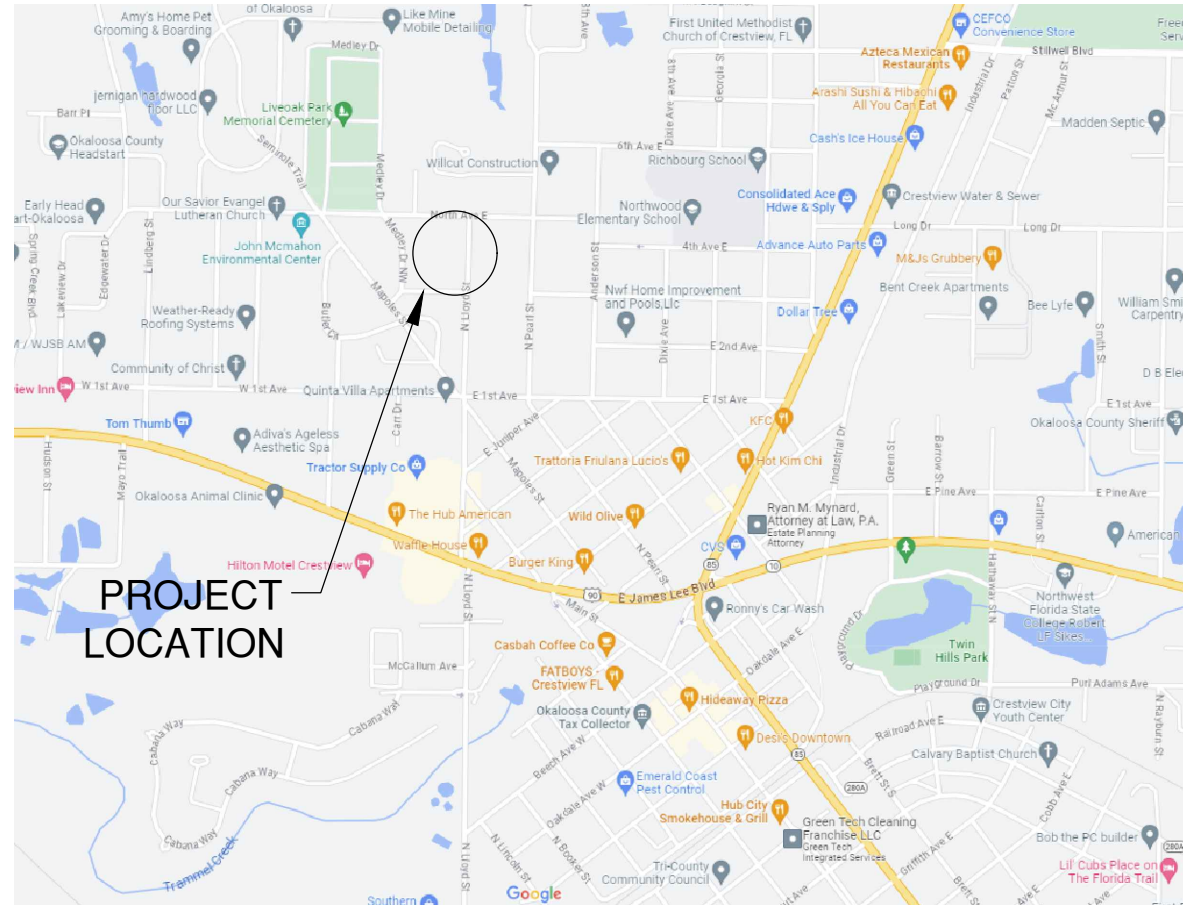
IMPERVIOUS SURFACE RATIO: REQUIRED = 80% MAX.
PROVIDED = 128,598 SF / 235,823 SF = 54.5%

FLOOD PLAIN: FEMA FLOOD INSURANCE MAP NO. 12091C0165J, DATED MARCH 9, 2021
INDICATES THAT THIS PROPERTY IS LOCATED IN ZONE "X" FLOOD ZONE.

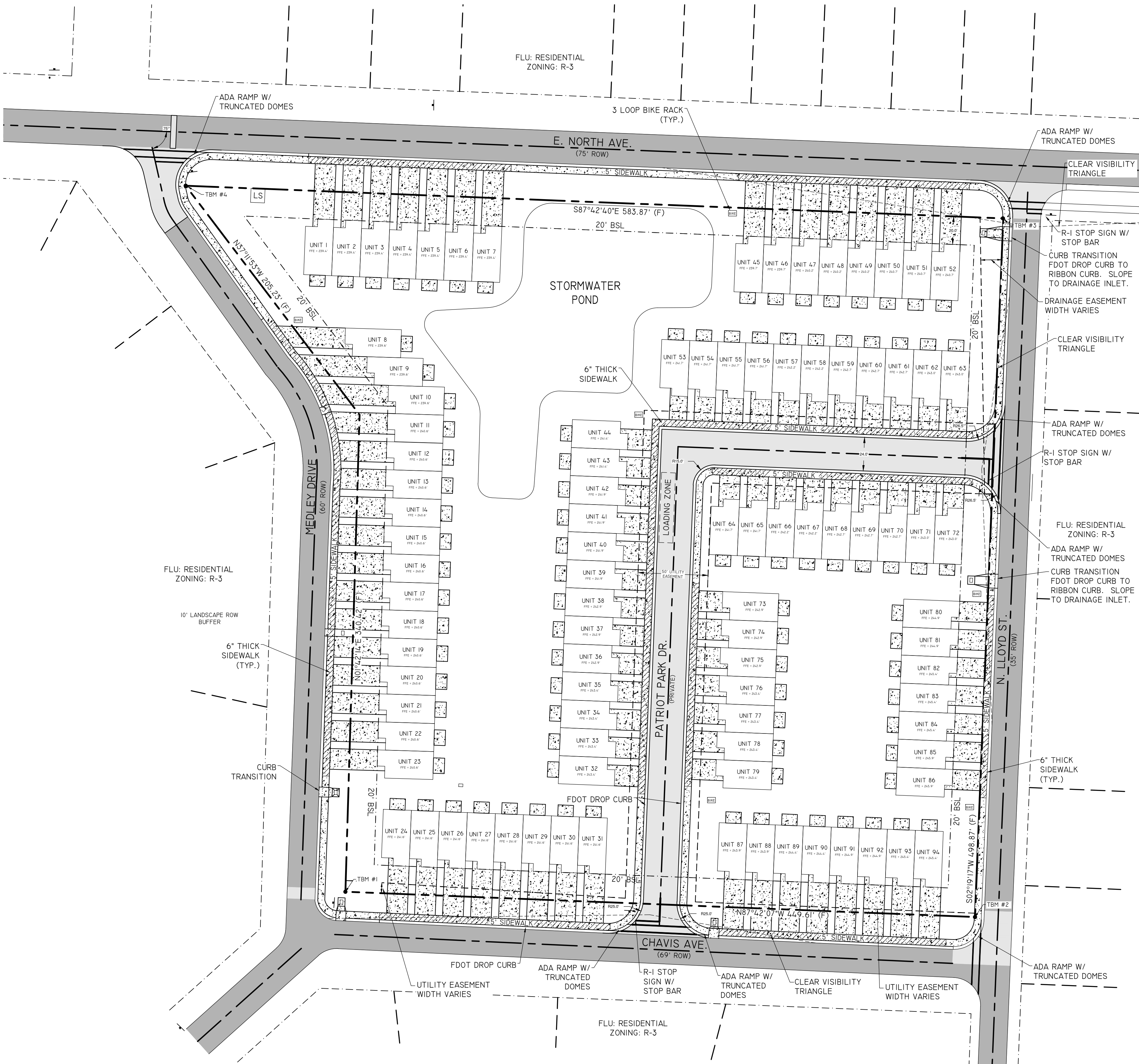
CONTRACTOR NOTES:

- ALL CURBING TERMINATIONS SHALL HAVE 1.5 FT TAPERS UNLESS NOTED OTHERWISE.
- CONCRETE (CURBING AND SIDEWALKS) DAMAGED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED AT THE EXPENSE OF THE CONTRACTOR. DAMAGED AREAS SHALL BE REMOVED AND REPLACED TO THE NEAREST CONTROL OR CONSTRUCTION JOINTS TO PROVIDE CONTINUOUS AND CONSISTENT JOINT SPACING FOR THE ENTIRE PRODUCT.
- UPON COMPLETION, THE CONTRACTOR SHALL PROVIDE AN ASBLT SURVEY OF ALL SITE, GRADING AND UTILITY IMPROVEMENTS.

LEGEND	
PROPERTY LINE	---
BUILDING/LANDSCAPE SETBACK	- - - - -
PROPOSED EDGE OF PAVEMENT	---
EXISTING ROW	---
EXISTING ROAD CENTERLINE	---
EXISTING CHAIN LINK FENCE	- x - x - x - x -
PROPOSED CHAIN LINK FENCE	- x - x -
EXISTING ASPHALT	---
PROPOSED ASPHALT	---
EXISTING CONCRETE	---
PROPOSED CONCRETE	---
PROPOSED 6" THICK SIDEWALK	---
PROPOSED SIGN	---

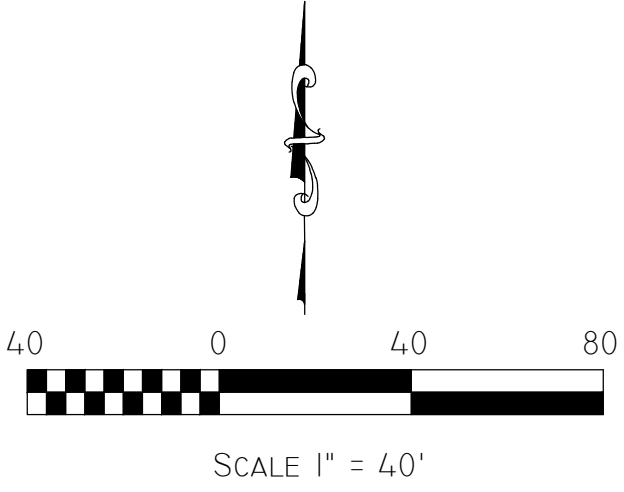


LOCATION MAP
N.T.S.

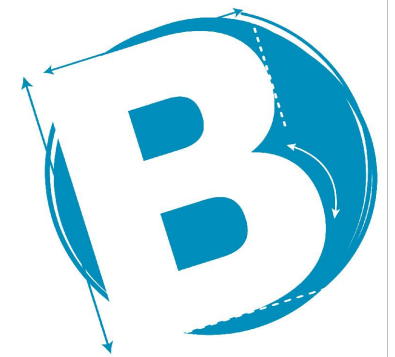


LEGAL DESCRIPTION (AS PROVIDED PER FGS SURVEY)

ALL OF BLOCK 4 OF REPLAT NORTH HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 121, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

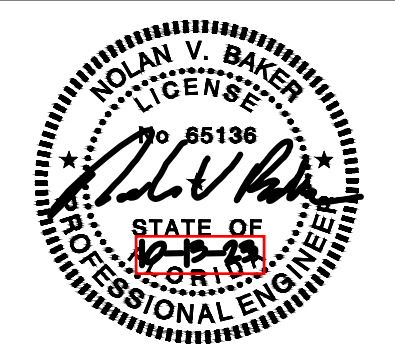


BENCHMARKS		
NO.	DESCRIPTION	ELEV.
TBM #1	I.R. #7237	239.00
TBM #2	I.R. #7237	245.51
TBM #3	I.R. #7237	239.69
TBM #4	I.R. #7237	237.50



Baker Engineers, LLC
P.O. Box 522
DeFuniak Springs, FL 32435
Telephone: (850) 836-4970

PATRIOT PARK
SITE PLAN
Crestview, Florida



Notes
Scale AS NOTED
Project Number 3003
Drawn By NVB
Reviewed By NVB
Issue Date OCTOBER 13, 2023
Sheet Number C 3.1



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 12/4/2023
SUBJECT: Ordinance 1956 North Avenue East Rezoning

BACKGROUND:

On October 4, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on North Avenue East.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Public Lands (PL).

The application requests the Planned Unit Development (PUD) zoning designation for the property.

The Planning and Development Board recommended approval of the request on November 6, 2023, and the first reading was approved by the City Council on November 13, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Grant-Moulton Properties LLC
1702 E James Lee Blvd
Crestview, FL 325390000
Parcel ID: 07-3N-23-1760-0004-0010
Site Size: 5.45 acres
Current FLU: Public Lands (PL)
Current Zoning: Public Lands (PL)
Current Land Use: Municipal

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family

West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single-Family
------	-----------------	---	---------------

The subject property is currently developed for recreational use and a development application has been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential use.

Typically, at this point in the process, staff is not aware of what is being proposed on a given piece of property. In this case, this proposed rezoning to PUD is in conjunction with a project that is in review for 94 townhouse units. The current future land use and zoning designations do not provide for this use, and the surrounding future land use and zoning districts (Residential (R) and Single and Multi-family Density Dwelling District (R-3)) do not provide for the density requested within the application.

The developer has entered into an agreement with the Eglin Air Force base to provide housing (rent and utilities) to military members at the BAH rate, providing a benefit to both those service members as well as a positive impact on the community at large. In order to achieve that threshold, the developer determined that it would be necessary to construct more units in the project than would have typically been allowed in the R-3 zoning district and Residential future land use designation. Staff discussed various options that could help the developer achieve this goal for the benefit of our community. Initially, staff considered the Mixed Use (MU) zoning and future land use designations, which would provide a density comparable to the adjacent Arbor Valley development, located off of North Pearl Street, but were not comfortable with the potential commercial development that would be possible on the property with the Mixed Use zoning district. This 5.45 acre property with the Mixed Use zoning district could theoretically provide for commercial uses with densities/intensities that may not be consistent with the surrounding area.

As a result, staff determined that the most efficient and beneficial way to move forward would be to utilize the Mixed Use (MU) future land use, which allows for up to 20 units per acre, but assign the Planned Unit Development (PUD) zoning district, which references the submitted site plan for the development and, in this case, restricts the development specifically to what has been proposed - 94 townhomes. Any amendment to, or modification of the plans from that scope would require an additional ordinance to amend or remove the PUD ordinance that is being proposed coincidentally with this FLU amendment request. This provides a way for staff to ensure that this property does not develop any way other than what has generally been proposed without first consulting the Planning Board and City Council, protecting the area from development that, at this time, would not be considered consistent with the surrounding area.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 2023.

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.

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 six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request were \$750.00. There is no additional cost of advertising as the rezoning request was included in the advertisement for the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1956 on second reading.

Attachments

1. Exhibit Packet
2. Patriot Park Site Development Plan

ORDINANCE: 1956

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 5.45 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE PUBLIC LANDS (PL) ZONING DISTRICT TO THE PLANNED UNIT DEVELOPMENT (PUD) 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.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY & INTENT. The authority for enactment of this ordinance is pursuant to chapters 166 and 177, Florida Statutes, section 1, City Charter, and the City's Land Development Code.

1. The owner, Grant-Moulton Properties, LLC, applied for rezoning approval of Block 4 of North Hill Replat, according to the Plat thereof as recorded in Plat Book 1, Page 121, of the Public Records of Okaloosa County Florida, identified by parcel number 07-3N-23-1760-0004-0010. The development will consist of a 94-unit townhouse development. Approval of this rezoning will result in a new Planned Unit Development zoning district at the property.
2. The Planning and Development Board held a public hearing and considered this ordinance on November 6, 2023. The Planning and Development Board has recommended approval of the rezoning of the subject area from the Public Lands (PL) Zoning District to the Planned Unit Development (PUD) Zoning District in accordance with the Patriot Park Site Development Plan as prepared by Baker Engineering, LLC, dated October 2023, and the conditions and amendments in this ordinance.
3. The City Council then conducted a public meeting on November 13, 2023, and a public hearing on December 11, 2023, after giving due public notice pursuant to Section 166.041 of the Florida Statutes and the City's Land Development Code.

SECTION 2 – FINDINGS OF FACT. The City Council finds:

1. The Planned Unit Development (PUD) is a zoning district available to encourage flexibility in the design and development of land and allow improved design and quality in new development. The PUD is intended to provide for diversification and integration of uses and structures consistent with the Future Land Use designation.
2. The Patriot Park Planned Unit Development is located at property identified by parcel number 07-3N-23-1760-0004-0010. The subject property is approximately 5.4 acres. The development will consist of 94 townhouse units fronting E North Avenue, N Lloyd Street, Medley Drive and Chavis Avenue.
3. The Patriot Park Planned Unit Development is consistent with the City's Comprehensive Plan.
4. The proposed PUD is surrounded on all sides by public right-of-way and will not directly abut any properties with different land uses.
5. The intensity/density of the development is compatible with the surrounding area.
6. The provisions of and conditions required by this approval are necessary and in the best interests of the public health, safety, and welfare of City citizens. Therefore, the City Council approves the Patriot Park Planned Unit Development, as set forth in this ordinance.

SECTION 3 – PROPERTY TO BE REZONED.

1. The property subject to this rezoning is identified by parcel number 07-3N-23-1760-0004-0010 and is more particularly depicted in the Patriot Park Site Development Plan.
2. The requested rezoning is consistent with the City's Comprehensive Plan. Therefore, the subject property is hereby rezoned from the Public Lands (PL) zoning district to the Planned Unit Development (PUD) district, subject to all conditions and amendments of this ordinance and the Patriot Park Site Development Plan as prepared by Baker Engineers, LLC, dated October 2023.
3. The Official Zoning Map of the City of Crestview is hereby amended to change the classification of the subject property from the Public Lands (PL) zoning district to the Planned Unit Development (PUD) district.

SECTION 4 – ADOPTION AND CONDITIONS TO PATRIOT PARK PLANNED UNIT DEVELOPMENT. The Patriot Park Site Development Plan as prepared by Baker Engineers, LLC, dated October 2023, is adopted by reference and approved as the site development plan, with the following amendments and conditions:

1. All improvements shall be made in accordance with the provisions of this ordinance and the site development plan document. This ordinance and the site development plan document shall be considered the development and site standards, criteria, and other requirements for development of the Patriot Park Planned Unit Development. If a subject is not addressed in this ordinance or the site development plan document, the applicable provision of the latest version of the City's Land Development Code shall apply.
2. No development shall occur on the subject property, except for townhouses with a maximum quantity of 94 units.
3. Access spacing for driveways connecting to public rights-of-way are allowed as shown in the site development plan document, notwithstanding Land Development Code requirements.
4. Maintenance of infrastructure improvements (water, sewer, stormwater, roadways, driveways, etc.) constructed on the subject property or in conjunction with the development in the right-of-way, shall be maintained by the developer until maintenance is expressly accepted by and conveyed to the City of Crestview.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1955 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

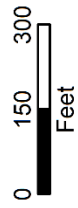
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor

Adopted Zoning



Legend

Subject Parcel

City Limits

Zoning

City Zoning

Single Family Estate
Dwelling District (R-1E)

Single Family Low
Density District (R-1)

Single Family Medium
Density District (R-2)

Single and Multi-
Family Dwelling
District (R-3)

Mixed Use (MU)

Commercial (C-1)

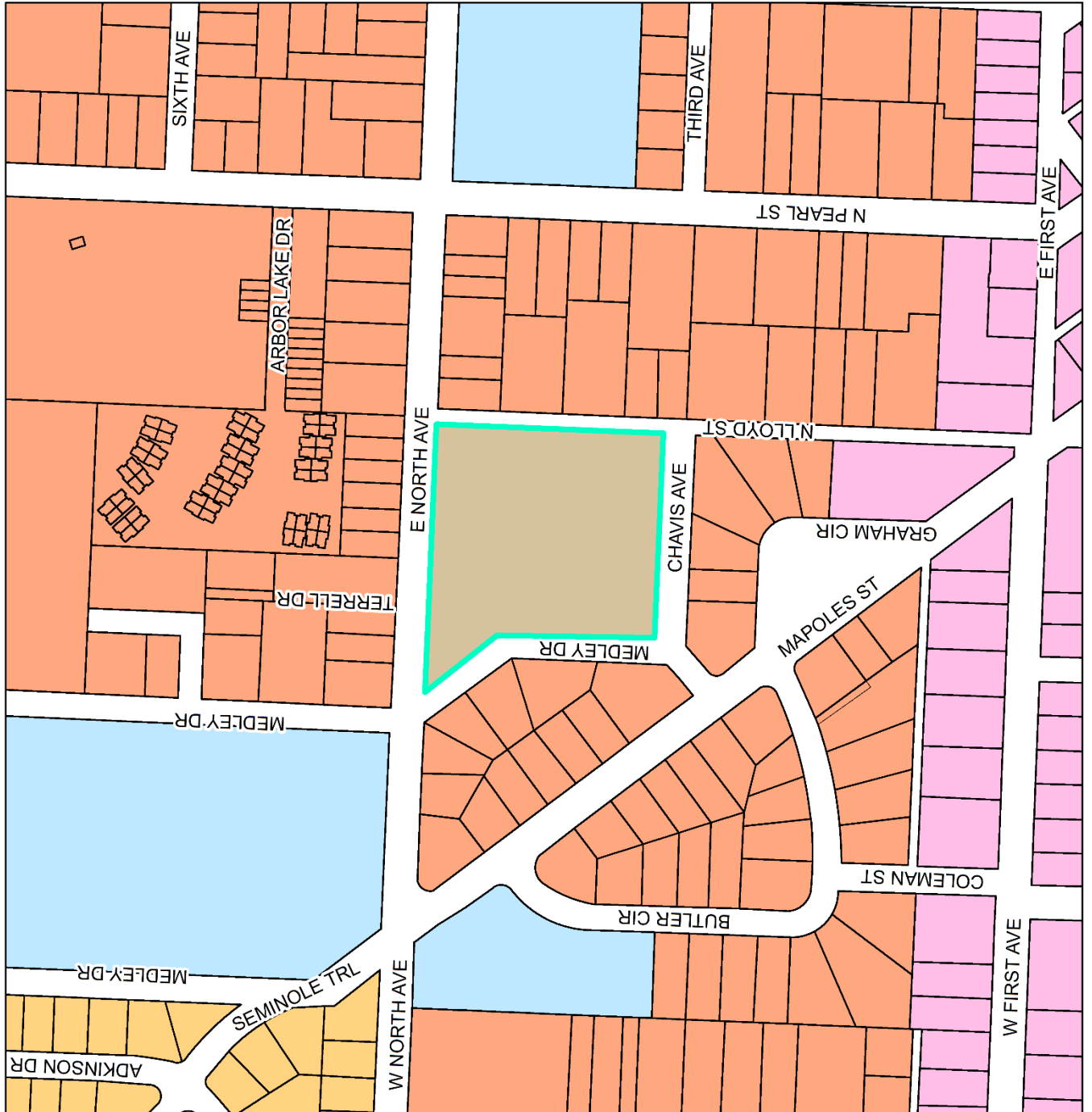
Commercial (C-2)

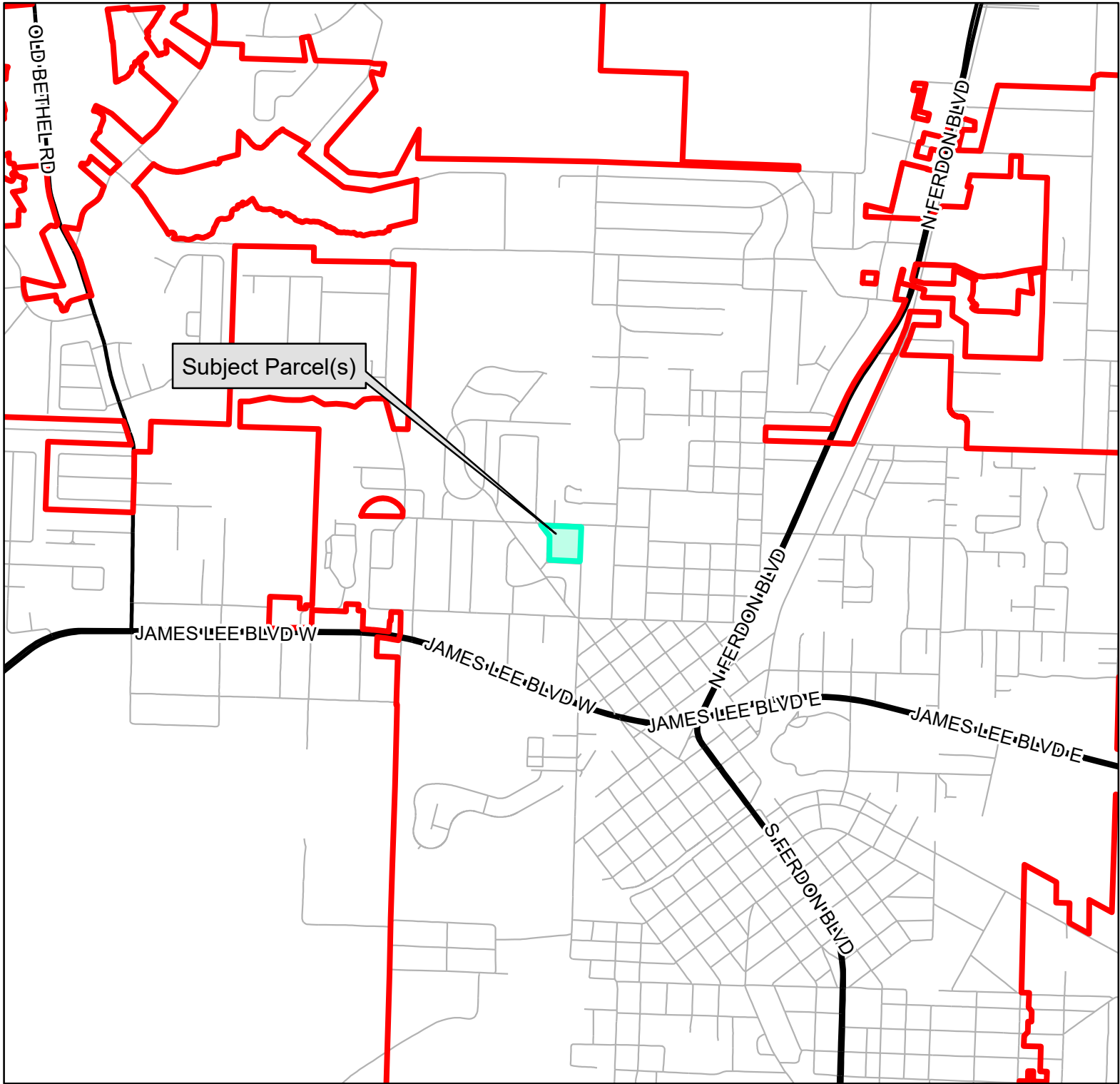
Industrial (IN)

Public Lands (P)

Conservation (E)

Planned Unit
Development (PUD)

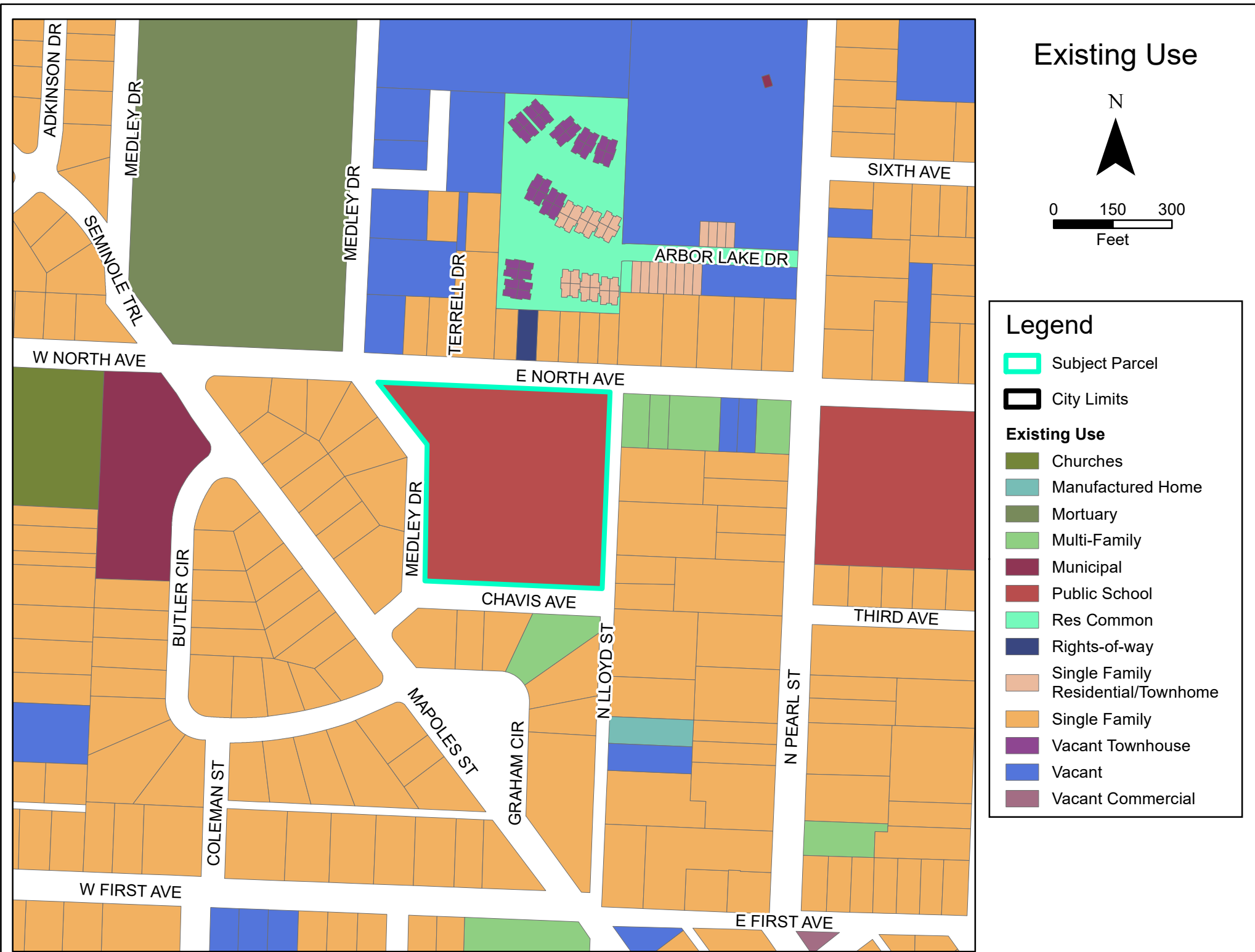




Vicinity Map



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

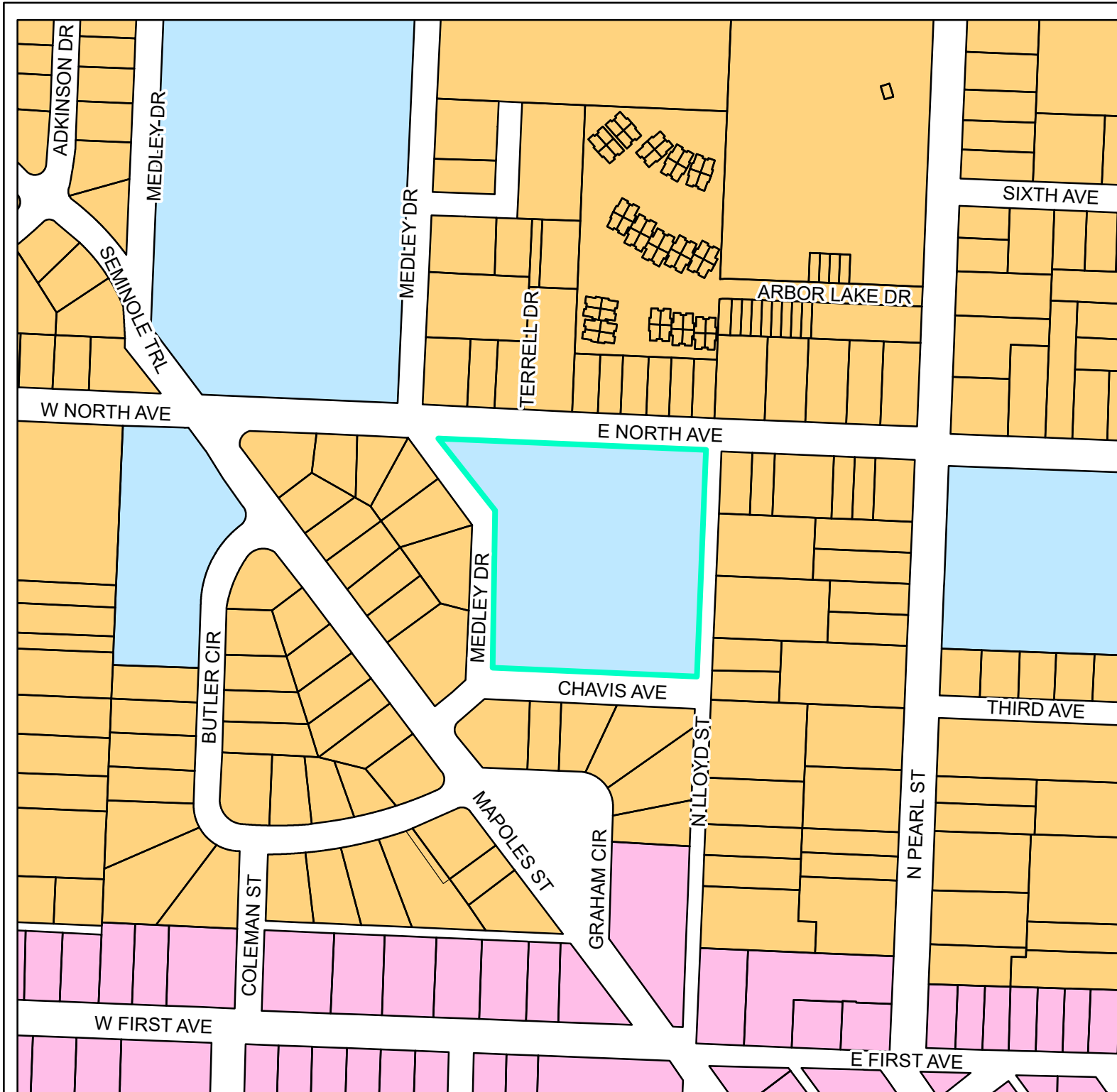
 Industrial (IN)

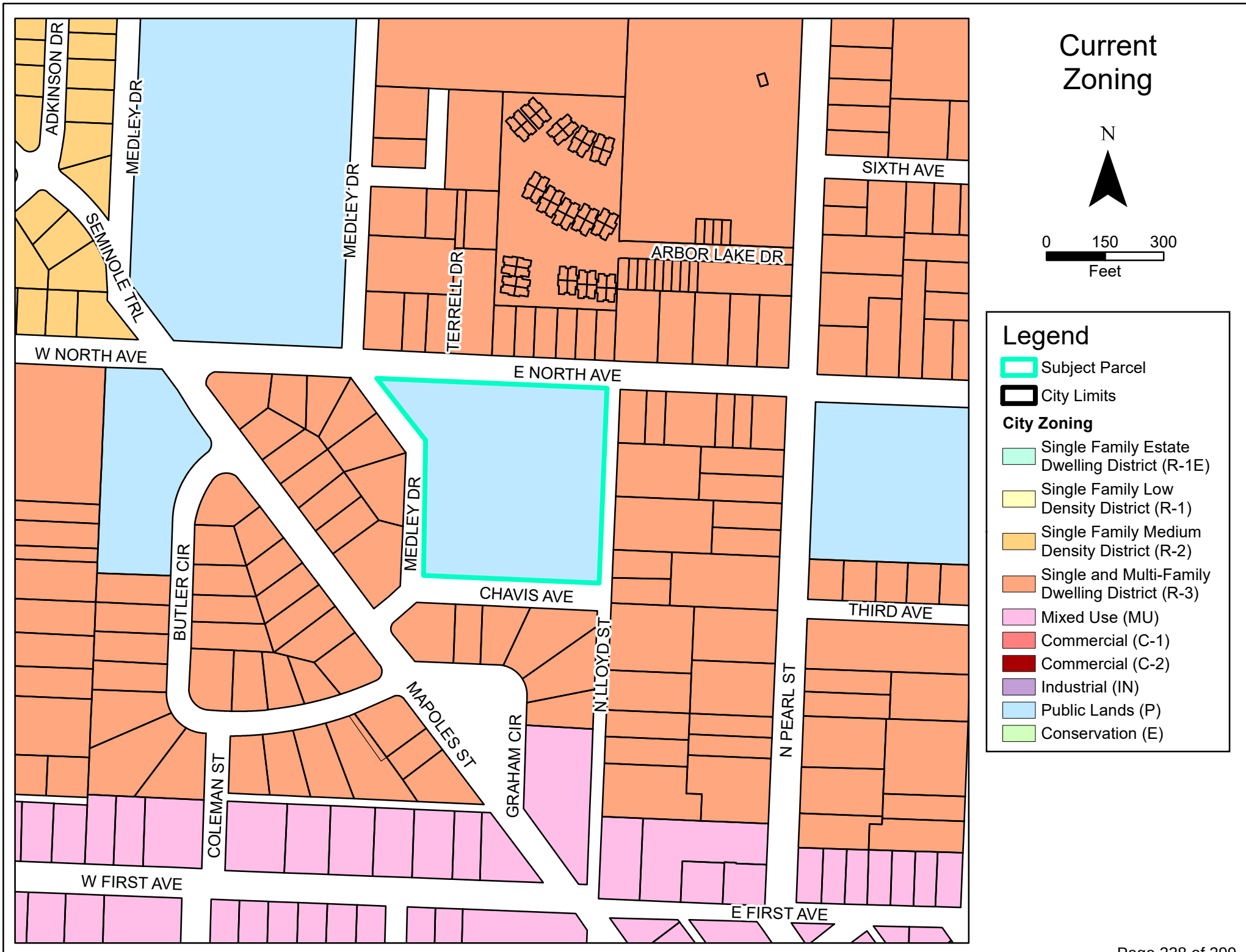
 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)





Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

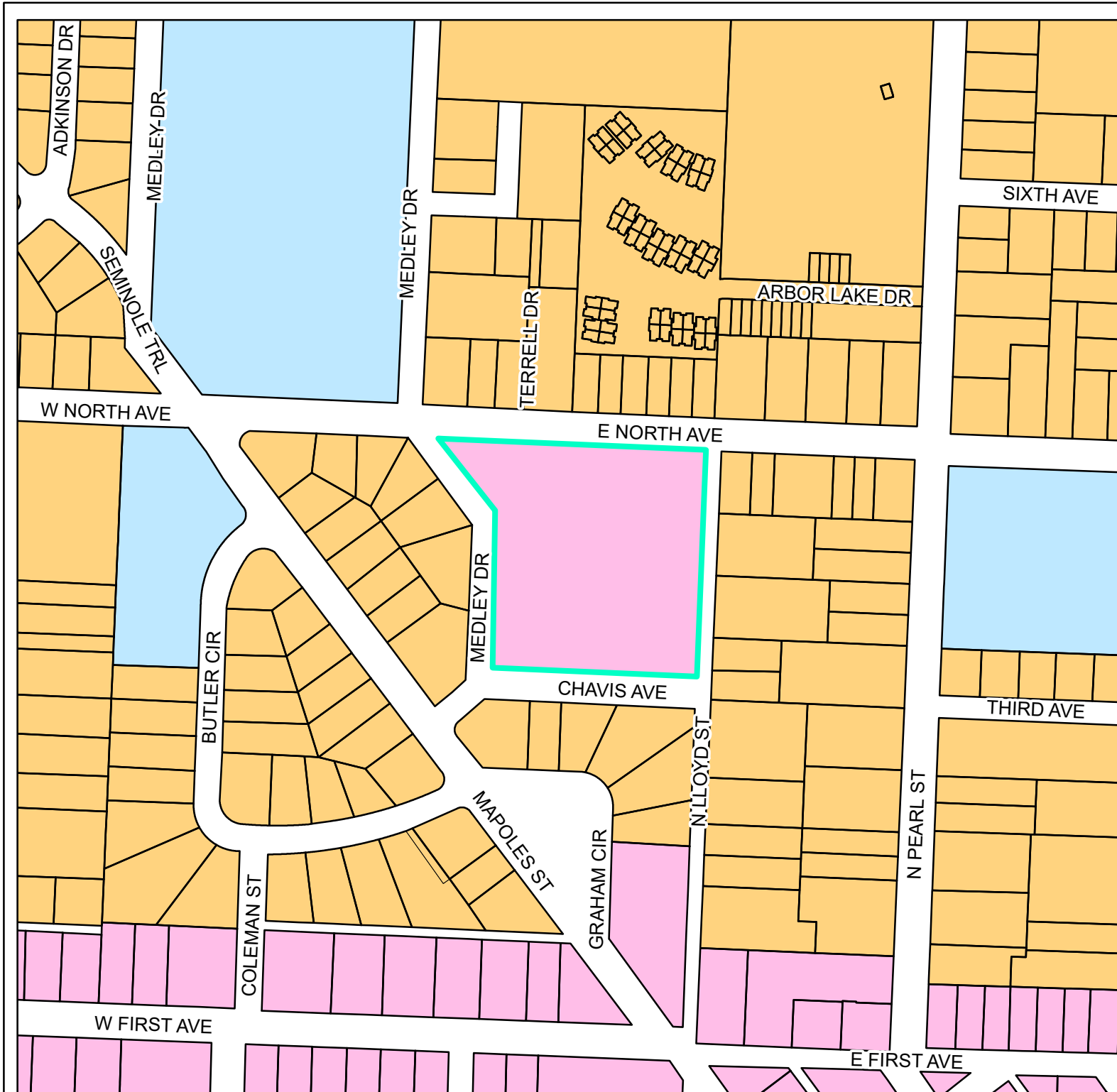
 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)



Proposed Zoning



0 150 300
Feet

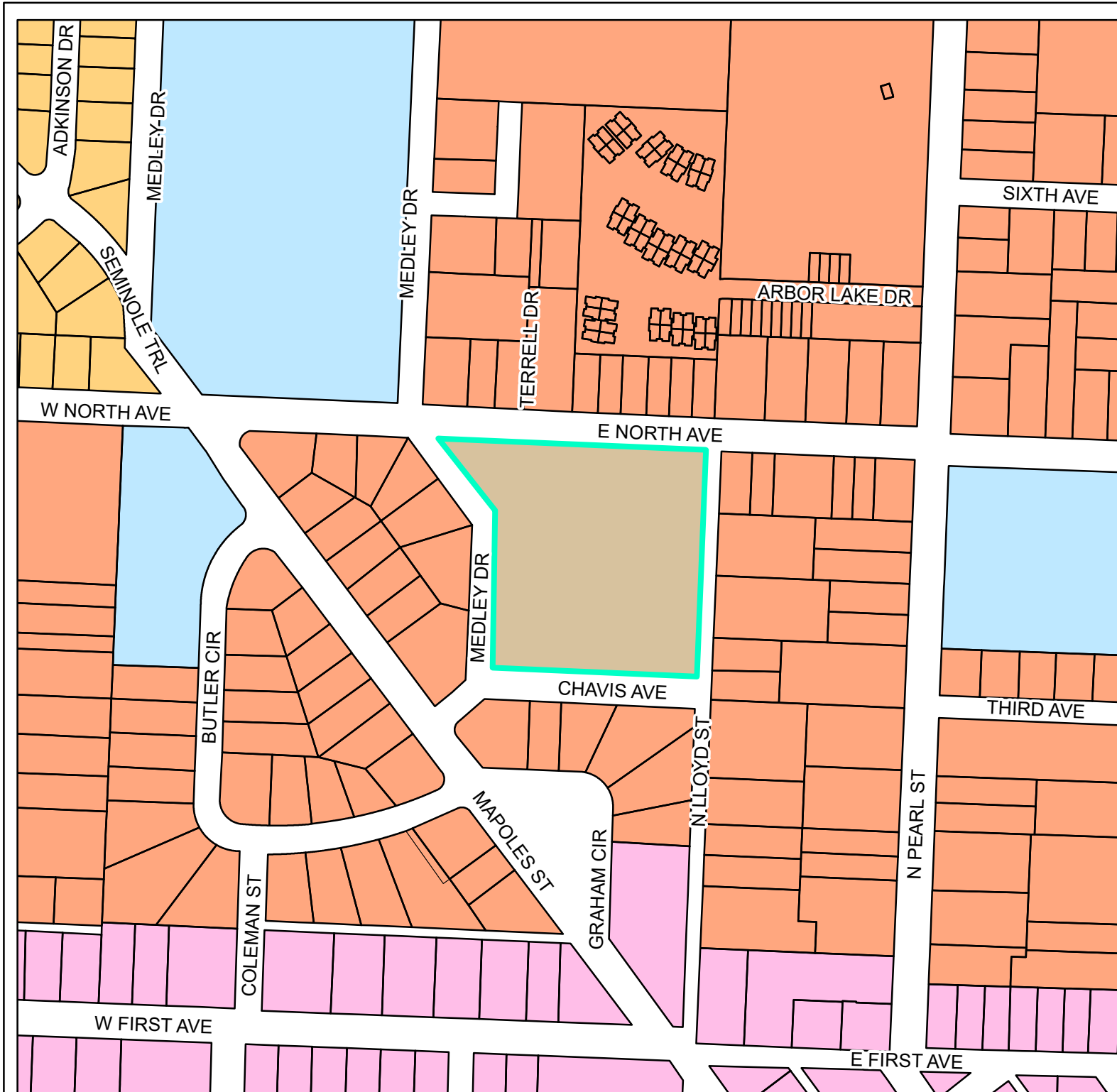
Legend

Subject Parcel

City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit Development (PUD)



SITE SUMMARY

OWNER: GRANT-MOULTON PROPERTIES, LLC
PARCEL #: 17-3N-23-1760-0004-0010
TOTAL PROJECT AREA = 235,823 SF (5.4 AC.)

ZONING: MIXED USE
CURRENT LAND USE: RECREATION
PROPOSED LAND USE: RESIDENTIAL

FUTURE LAND USE: MIXED USE

BUILDING REQUIREMENTS:
FRONT SETBACK: REQUIRED = 20 FT
PROVIDED = 20 FT
REAR SETBACK: REQUIRED = 15 FT
PROVIDED = N/A FT
SIDE YARD SETBACK: REQUIRED = N/A FT
PROVIDED = N/A FT MIN.
HEIGHT: REQUIRED = 70' MAX.
PROVIDED = <45', TWO STORY

DENSITY: REQUIRED = 20 UNITS/AC MAX. = 108 UNITS
PROVIDED = 94 UNITS

PARKING REQUIREMENTS:
SINGLE FAMILY DWELLING: REQUIRED = 2 SPACE PER UNIT
= 2 SPACE X 94 UNITS = 188 SPACES
PROVIDED = 188 SPACES
BICYCLE SPACES: REQUIRED = 1 PER 10 PARKING SPACES = 18
PROVIDED = 18 SPACES

FLOOR AREA RATIO: REQUIRED = 3.0 MAX.
PROVIDED = 157,920 SF/235,823 SF = 0.67

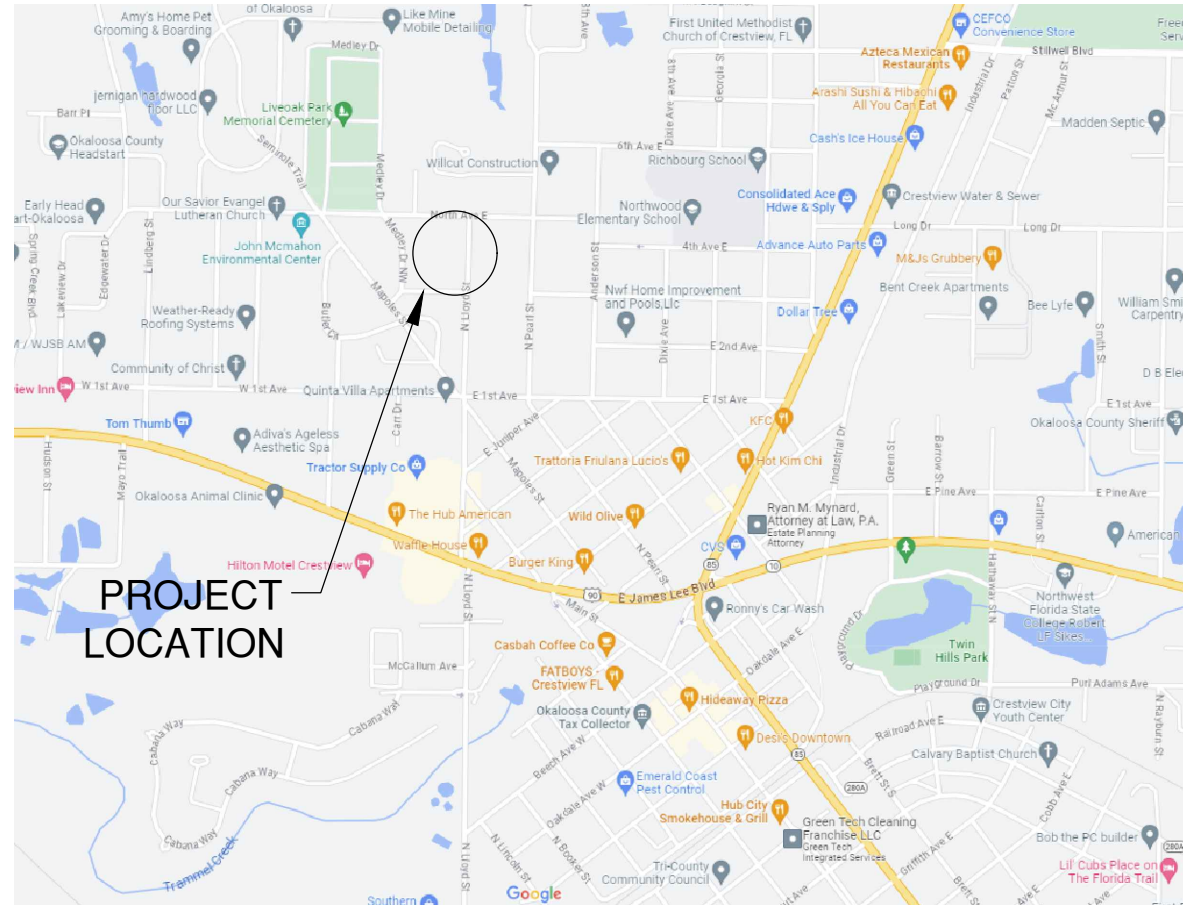
IMPERVIOUS SURFACE RATIO: REQUIRED = 80% MAX.
PROVIDED = 128,598 SF / 235,823 SF = 54.5%

FLOOD PLAIN: FEMA FLOOD INSURANCE MAP NO. 12091C0165J, DATED MARCH 9, 2021
INDICATES THAT THIS PROPERTY IS LOCATED IN ZONE "X" FLOOD ZONE.

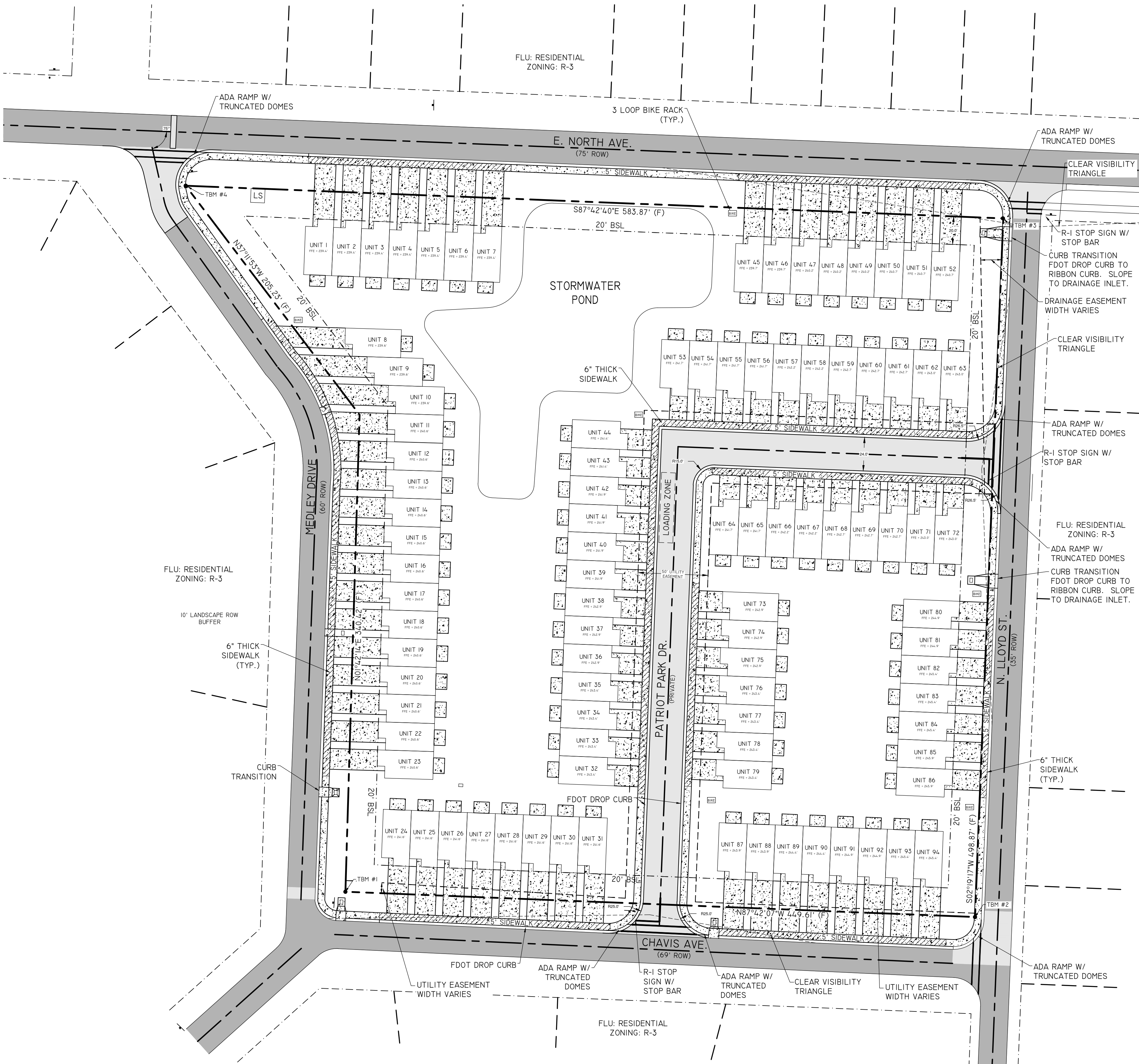
CONTRACTOR NOTES:

- ALL CURBING TERMINATIONS SHALL HAVE 1.5 FT TAPERS UNLESS NOTED OTHERWISE.
- CONCRETE (CURBING AND SIDEWALKS) DAMAGED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED AT THE EXPENSE OF THE CONTRACTOR. DAMAGED AREAS SHALL BE REMOVED AND REPLACED TO THE NEAREST CONTROL OR CONSTRUCTION JOINTS TO PROVIDE CONTINUOUS AND CONSISTENT JOINT SPACING FOR THE ENTIRE PRODUCT.
- UPON COMPLETION, THE CONTRACTOR SHALL PROVIDE AN ASBLT SURVEY OF ALL SITE, GRADING AND UTILITY IMPROVEMENTS.

LEGEND	
PROPERTY LINE	---
BUILDING/LANDSCAPE SETBACK	- - - - -
PROPOSED EDGE OF PAVEMENT	---
EXISTING ROW	---
EXISTING ROAD CENTERLINE	---
EXISTING CHAIN LINK FENCE	- x - x - x - x -
PROPOSED CHAIN LINK FENCE	- x - x -
EXISTING ASPHALT	---
PROPOSED ASPHALT	---
EXISTING CONCRETE	---
PROPOSED CONCRETE	---
PROPOSED 6" THICK SIDEWALK	---
PROPOSED SIGN	---

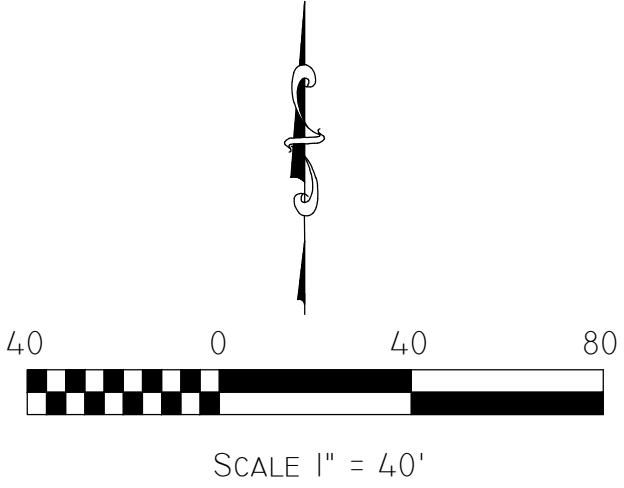


LOCATION MAP
N.T.S.



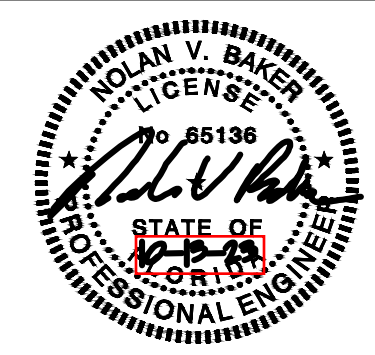
LEGAL DESCRIPTION (AS PROVIDED PER FGS SURVEY)

ALL OF BLOCK 4 OF REPLAT NORTH HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 121, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA



BENCHMARKS		
NO.	DESCRIPTION	ELEV.
TBM #1	I.R. #7237	239.00
TBM #2	I.R. #7237	245.51
TBM #3	I.R. #7237	239.69
TBM #4	I.R. #7237	237.50

PATRIOT PARK
SITE PLAN
Crestview, Florida



Notes
Scale AS NOTED
Project Number 3003
Drawn By NVB
Reviewed By NVB
Issue Date OCTOBER 13, 2023
Sheet Number C 3.1



Baker Engineers, LLC
P.O. Box 522
DeFuniak Springs, FL
32435

Telephone:
(850) 836-4970



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, CDS Planning Administrator, Wendy Tarpley, Financial Management Analyst
DATE: 12/4/2023
SUBJECT: Ordinance 1957 - Comprehensive Fee Amendment

BACKGROUND:

The Comprehensive Fee Schedule outlines all fees and fines required for specific services or penalties within the City of Crestview. The Comprehensive Fee Schedule was amended in August, with the amendments effective since October 1st.

DISCUSSION:

Since implementing the amended Comprehensive Fee Schedule, staff identified a number of minor adjustments that needed to be made to new and previously adjusted fees, either due to errors when they were initially amended, or other general improvements that have been identified since October 1st.

The attached fee schedule highlights those fees that have been adjusted.

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.

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

Quality of Life – these six 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

Opportunity – Promote an environment that encourages economic and educational opportunity.

FINANCIAL IMPACT

The changes proposed in the fee schedule amendment will result in a neutral financial impact, as the amendments proposed are required to maintain the current services provided by the City.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1957 on Second Reading.

Attachments

1. Attachment 1 - Comprehensive Fee Schedule - Amended 23.12.11

ORDINANCE: 1957

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR AN UPDATE TO THE COMPREHENSIVE FEE SCHEDULE; PROVIDING FOR AUTHORITY; 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.

WHEREAS, the imposition of fees is a product of the City of Crestview's home rule power;

WHEREAS, the City Council of the City of Crestview finds that the collection of fees is an important measure which ensures that the City may continue to responsibly provide a variety of services to the public; and

WHEREAS, the City Council of the City of Crestview finds that it is necessary to amend the Comprehensive Fee Schedule to provide for fees that adequately provide the City with the ability to continue to provide services to the public.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The City Council of the City of Crestview has authority to adopt this Ordinance pursuant to Section 166.021 and Section 163.31801, Florida Statutes and Article I, Section 2 of the City Charter.

SECTION 2 – COMPREHENSIVE FEE SCHEDULE AMENDMENT. The highlighted elements of the Comprehensive Fee Schedule are hereby updated per the attached (Attachment 1).

SECTION 3 - SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4 - SCIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 5 - ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6 - REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7 – EFFECTIVE DATE. This ordinance shall become effective on December 11th, 2023.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor



Comprehensive Fee Schedule for Fiscal Year 2023-2024

Effective Date: October 1, 2023

Amended: December 11, 2023

Table of Contents

City Clerk.....	3
Community Development Services	4
Business Tax Receipts	4
Planning and Zoning.....	4
Building Permits	7
Public Services.....	12
Water and Sewer Connection Fees	12
Per Gallon Rates [See Section 90-138 & 90-137 for full scope of fees]	13
Impact Fees	14
Stormwater Rates*	14
Engineering Plan Review Fees	15
Parks and Recreation.....	16
Library.....	20
Fire Department	21
Police Department.....	22
Code Enforcement	23
Animal Services	24
Miscellaneous Fees	26
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	26
Natural gas utility franchise to the Okaloosa Gas District.....	27
Recycling Services.....	27
Assessment for law enforcement education.....	27
Sidewalk Fund Contribution	27

City Clerk			
Category	Fee Description	Current Rate	Implemented
Public Records Requests			
Base fee (requests that take longer than 30 minutes)	Fees incurred in the processing of a public records request (determined by the cost of the highest paid staff member acting upon the request)	(Hourly base rate of pay + value of benefits) x hours worked on request	Resolution 2022-21
Copy Fee	14" x 8 ½" or less, one-sided, per page	\$0.15	Resolution 2022-21
	14" x 8 ½" or less, two-sided, per page	\$0.20	
	11" x 17", per page	\$0.25	
	Flash Drive	\$1.00	
	Certified copies, per page, in addition to copy fee	\$1.00	
	Audio recordings	Actual cost of duplication, plus administrative fees	
	Outside reproduction	Actual cost of duplication, plus administrative fees	

Community Development Services			
Category	Fee Description	Current Rate	Implemented
Business Tax Receipts			
Business Tax Receipts	Base Fee	\$22.50	Ordinance 1949
	Commercial Life Safety Fee	\$65.00	Ordinance 1949
	Additional Inspection Fee	\$65.00	Ordinance 1949
Penalty for delinquent payment	<i>See Section 18-2, reference §205.053, Florida Statutes</i>	Reference \$205.053, Florida Statutes	Resolution 2020-13
Planning and Zoning			
Subdivisions	Master Planned Development	\$2,000.00 base fee, plus \$20.00 per acre or fraction thereof	Resolution 2020-13
	Residential development (subdivision)	\$350.00 base fee, plus \$15.00 per lot	Resolution 2020-13
	Residential planned unit development	\$800.00 base fee, plus \$15.00 per lot/unit	Resolution 2020-13
	Commercial and industrial development (subdivision)	\$350.00 base fee, plus \$15.00 per lot	Resolution 2020-13
	Planned mixed development district	\$800.00 base fee, plus, \$15.00 per lot	Resolution 2020-13
	Mobile home parks	\$350.00 base fee, plus \$15.00 per lot	Resolution 2020-13
Commercial/industrial site plan reviews.	Area-wide impact projects (commercial & industrial site plan review)	\$2,000.00 for the 1st 100,000 square feet, plus \$20.00 per 1,000 square feet or fraction thereof	Resolution 2020-13
	Development projects (commercial & industrial site plan review)	\$500.00 base fee for the 1st 10,000 square feet, plus \$40.00 per 1,000 square feet or fraction thereof	Resolution 2020-13
	Commercial interior remodel or interior build out (commercial & industrial site plan review)	2,000 square feet or less: \$250.00 2,001 square feet or greater: \$350.00	Resolution 2020-13
Administrative Fees	Administrative Deviation	\$125.00	Resolution 2020-13
	Administrative Permit	\$125.00	Ordinance 1949
	Development Order Amendment	\$150.00	Ordinance 1949
	Out-of-city utility request for water and/or sewer	Residential: \$30.00 for water and/or sewer, plus impact fees (if necessary) Commercial: \$100.00 for water and/or sewer, plus impact fees (if necessary)	Resolution 2020-13
	Land clearing/protected tree removal	\$125.00	Ordinance 1949
	Zoning and code compliance plan review for permitting	\$35.00	Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Administrative Fees	Zoning verification letter, comprehensive plan consistency letter	\$55.00	Ordinance 1949
	Lot Split/Lot Line Adjustment	\$125.00	Ordinance 1949
	Tree Mitigation	\$150.00 per diameter inch for total inches of protected or required trees removed	Ordinance 1957
GIS	City Limits Map (24"x36")	\$15.00	Resolution 2020-13
	Zoning Map (24"x36")	\$15.00	Resolution 2020-13
	Future Land Use Map (24"x36")	\$15.00	Resolution 2020-13
	CRA District Map (24"x36")	\$15.00	Resolution 2020-13
Concurrency Evaluation Review	Per building (single family, commercial or multi-family)	\$35.00	Resolution 2020-13
Local planning application, and processing fees.	Voluntary annexation into the city (includes comp plan amendment and rezoning.)	50 acres or less: \$1,200.00 Greater than 50 acres: \$1,200.00 plus \$10 per acre or fraction thereof All costs included.	Ordinance 1949 Moratorium effective for 12 months beginning March 1, 2023, and ending on February 29, 2024. The waiver shall be applied to all applicable Annexation, Comprehensive Plan Amendment, and Zoning Change applications, being annexed into the City of Crestview. This fee waiver is only applicable to those applications as described above and shall not be applied to Comprehensive Plan Amendments or Zoning Change applications absent an annexation application for the same property(s). The waiver shall not be applied retroactively to any application for annexation, nor shall it apply to any annexation application that was voluntarily cancelled within 180 days of the effective date of this section.
	Comprehensive plan amendments, small scale	\$2,500.00 All costs included.	Resolution 2020-13
	Conventional comprehensive plan amendments	\$2,500.00 plus \$10.00 per acre or fraction thereof All costs included.	Resolution 2020-13
	Zoning changes	\$750.00 All costs included.	Resolution 2020-13
	Replat request	\$50.00, All costs included.	Resolution 2020-13
	Right of way or plat vacation	\$600.00 All costs included.	Resolution 2020-13

	Variances and special exceptions	\$1500.00 All costs included.	Resolution 2020-13
	Appeals to the Planning & Development Board	\$1,000.00	Resolution 2020-13
	Development Agreement	\$2,500.00	Ordinance 1949
	Development Agreement Amendment	\$2,500.00	Ordinance 1949
	Land Development Code Text Amendments	\$1,000.00	Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Building Permits			
General Fees	Building Permit Processing Fee (Base Fee)	\$55.00 If the permit fee does not cover the costs of the required inspections, a trip charge of \$45.00 shall be added for each inspection not covered by the permit fees.	Resolution 2020-13
	Change of contractor, transfer of permit	Prorate balance of work	Resolution 2020-13
	Expired permit	Re-issuance-50 percent of the original fee paid if the fee is paid within 30 days of the expiration date. After 30 days, the full original fee is due.	Resolution 2020-13
	Undervalued permits	if the building permit valuation appears to be underestimated on the application, the permit may be withheld unless the applicant can show detailed cost estimates which meet the approval of the building official. The building official may require a copy of the construction contract to be submitted with the permit application.	Resolution 2020-13
Plan Review Fees	Plan check fee	25% SFD 50% of building fee for occupancies other than one- and two-family dwellings	Resolution 2020-13
	Threshold building transmittal/processing/ICC	The applicant shall pay the applicable fees assessed by the ICC at the time plans are submitted.	Resolution 2020-13
	Addendum fee	\$75.00 An addendum applies to changes that occur during construction that results in plan revisions.	Resolution 2020-13
	Revision fee	\$75.00 Revision fees apply to plans which are still under review prior to permit issuance, that do not comply with the Florida Building Code and which have been returned to the applicant for revisions	Resolution 2020-13
	Re-submittal fee	Plans that are resubmitted to be re-reviewed shall be subject to a fee equal to ½ original plan review fee.	Resolution 2020-13
	* A Surcharge will be collected in accordance with and for the purposes stated in F.S 468.631 & 553.721		

Category	Fee Description	Current Rate	Implemented
Construction Permit Fees			
Master Permit Fees	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13
	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Moving Structure Fee	To move any non-portable structure from one lot to another noncontiguous lot within the city,	\$175.00.	Resolution 2020-13
	To move any non-portable structure from outside of the city limits to a lot within the city limits,	\$250.00.	Resolution 2020-13
	To move any non-portable structure from one location to another location within the same lot, parcel or tract,	\$45.00.	Resolution 2020-13
	A separate building permit shall be secured for the foundation upon which such structure shall be placed,	\$90.00.	Resolution 2020-13
Other Construction Permit Fees	Mobile Home Fee	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	Demolition Fee	\$59.50 plus \$9.45 per 2,000 sq ft above 20,000 sq ft or fraction thereof	Resolution 2020-13
	Change of use fee	\$30.00 and a certificate of occupancy shall be reissued upon determining compliance	Resolution 2020-13
	Annual facility permit fees	\$150.00 and shall be valid for one-year from date of issuance, separate permit for each trade.	Resolution 2020-13
Inspection Fees	Temporary use permit fee	\$45.00	Resolution 2020-13
	Additional Inspection Fee	\$45.00	Resolution 2020-13
	After Hours Inspection Fee	\$100.00 per hour with a one-hour minimum charge	Resolution 2020-13
	Re-Inspection Fee	First - \$30.00 Second - \$50.00 Third and more - \$120.00	Resolution 2020-13
Certificates of Occupancy	Certificate of Occupancy	\$38.00	Resolution 2020-13
	Certificate of Completion	\$38.00	Resolution 2020-13
	Temporary Certificate of Occupancy	\$200.00	Resolution 2020-13
	TCO Extensions	\$50.00 Each	Resolution 2020-13

Category	Fee Description	Current Rate	Implemented
Electrical Permits			
Base Permit Fee	Base Permit Fee	\$55.00	Resolution 2020-13
Service Fees (Includes Generators)	Temporary Pole up to 100 Amp.	\$35.00	Resolution 2020-13
	Temporary Pole over 100 Amp.	\$50.00	Resolution 2020-13
	Main Service up to 100 Amp.	\$45.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 101 Amp. to 200 Amp.	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 201 Amp. to 400 Amp.	\$85.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 401 Amp. to 600 Amp.	\$105.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 601 Amp. to 800 Amp.	\$120.00 Plus, per circuit 2.25	Resolution 2020-13
	Main Service over 800 Amp	\$0.20 per amperes \$100.00 Plus, per circuit \$2.50	Resolution 2020-13
	Sub panel derived from main service	\$40.00 plus \$1.85 per circuit	Resolution 2020-13
	Reconnect meter inspection fee	\$30.00	Resolution 2020-13
Electrical Motor Fees	Motor up to 1 HP	\$5.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 1 HP up to 3 HP	\$7.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 3 HP up to 5 HP	\$9.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 5 HP up to 8 HP	\$10.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 8 HP up to 10 HP	\$12.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 10 HP up to 25 HP	\$14.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 25 HP	\$17.00 Plus, per circuit \$1.85	Resolution 2020-13
Miscellaneous Fees	Branch Circuits, Feeders	\$2.50	Resolution 2020-13
	Repair (Work-With)	\$30.00	Resolution 2020-13
	Elevator, Electrical	\$175.00	Resolution 2020-13
Swimming Pool Fees	Private swimming pool electrical	\$30.00 Plus, per circuit \$1.85	Resolution 2020-13
	Public swimming pool electrical	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13
Transformer Fees	Transformer up to 50 Amp.	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
	Transformer over 50 Amp.	\$35.00 Plus, per circuit \$1.85	Resolution 2020-13
X-Ray Unit Fees	Initial Unit	\$50.00 Plus, per circuit \$1.85	Resolution 2020-13
	Each Additional Unit	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
Alarm System Fees	Security Alarm Permit (wired)	\$40.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm up to \$999.99	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$1000-\$4999.99	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$5000-\$9999.99	\$150.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$10,000 and up	\$200.00 Plus, per circuit \$1.85	Resolution 2020-13
Early Power (No Master Permit)	Commercial Power, First service	\$38.00	Resolution 2020-13
	Commercial Power, Each additional service	\$38.00	Resolution 2020-13
	Residential Power, First service	\$38.00	Resolution 2020-13
	Residential Power, Each additional service	\$38.00	Resolution 2020-13
Irrigation			
	Shallow Well	\$35.00	Resolution 2020-13
	Residential (1 & 2 Family)	\$30.00	Resolution 2020-13
	Commercial	\$70.00	Resolution 2020-13
Gas			
	Gas Fixture (New)	\$3.50	Resolution 2020-13
	Gas Fixture (Replacement)	\$30.00	Resolution 2020-13
	Gas Line (Repair or Replacement)	\$30.00	Resolution 2020-13

Category	Fee Description	Current Rate	Implemented
Mechanical Permits and Inspections			
General Fees	Base permit fee	\$55.00	Resolution 2020-13
	Electric Heating Fees, each system	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
	Central air conditioning (including heat pump) fees, each system	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Miscellaneous Fees	Standard Miscellaneous Fee	\$5.80 plus \$3.45 for each additional \$1,000 or fraction thereof	Resolution 2020-13
	Rehabilitation of Substandard	Reduced by 50% housing, unless permit is for minimum of \$5.00. Repairs, alterations and additions to an existing system under \$500.00	Resolution 2020-13
	Commercial kitchen exhaust hood	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Plumbing			
General Fees	Base Permit Fee	\$55.00	Resolution 2020-13
	Plus, per fixture, floor drain or trap, including water and drainage pipe	\$3.50	Resolution 2020-13
	Electric Water Heater Replacement	\$30.00	Resolution 2020-13
Grease trap/interceptor, new and replacement, per interceptor	Sink interceptor/underground system	\$150.00	Resolution 2020-13
	Repair or replacement of any water distribution line, building drain piping, or sewer line	\$30.00	Resolution 2020-13
Water and Sewer Permit Fees			
	Per each residential sewer/water tap and line roughed in	\$30.00	Resolution 2020-13
	Per each non-residential sewer/water tap and line roughed in	\$45.00	Resolution 2020-13
Fire Sprinkler System Permit			
	One- and two-family dwellings	\$120.00 per building	Resolution 2020-13
	Commercial; small, six heads or less	\$120.00 per building	Resolution 2020-13
	Commercial; large, seven or more heads	\$250.00 per building	Resolution 2020-13
	Existing systems; each relocated or additional sprinkler head	\$5.00	Resolution 2020-13
	Exhaust hood fire suppression system	\$60.00 per hood system	Resolution 2020-13
Floodplain Development Permit			
Minor Development	Accessory Structures	\$30.00	Resolution 2020-13
	Habitable buildings	\$100.00	Resolution 2020-13
Major Development	New development	\$250.00	Resolution 2020-13
	Other development	\$200.00	Resolution 2020-13
Miscellaneous	Letter of map change/ flood study review	\$150.00	Resolution 2020-13
Installation of pollutant/hazardous storage tank fees			
	Above ground	\$175.00	Resolution 2020-13
	Underground	\$350.00	Resolution 2020-13
	Removal of storage tank	\$70.00	Resolution 2020-13

Category	Fee Description	Current Rate	Implemented
Driveway permit inspection			
	Residential (one-and two-family dwellings)	\$35.00	Resolution 2020-13
	Commercial (all other driveways))	\$50.00	Resolution 2020-13
In ground swimming pool permit			
	Private pools and spas	\$135.00	Resolution 2020-13
	Public pool fees shall be assed based on the contract price of the pool	See Master Permit fees	Resolution 2020-13
	Pool modifications	\$100.00	Resolution 2020-13
Minor residential accessory structure permit			
	One-and two-family dwellings	\$15.00	Resolution 2020-13
Sign Permit Fees			
	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13
	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Miscellaneous Permit Fees			
Work Without Permit	Owner-builders	Fee of two times the usual permit fee for each required permit	Resolution 2020-13
	Contractors	Fee of four times the usual permit fee plus an additional \$500.00 each occurrence for each required permit	Resolution 2020-13
Special Circumstances	Reduced fee or no-cost permits	Reduced fee or no-cost permits shall not be granted pursuant to F.S. § 553.80(7)(b)(2), except for city projects carried out by the city public services department employees. Costs for these permits shall be covered by utilities and other services provided by the city at no expense to the building division.	Resolution 2020-13
	Refunds of permit fees	Conditional; no work has commenced, & permit has not expired; requires written notice to the BO. Shall not include base fee or plan review fee if applicable.	Resolution 2020-13

Public Services			
Category	Fee Description	Current Rate	Implemented
Water and Sewer Connection Fees			
Inside City Limits			
Water Connection	3/4"	\$992.00	Ordinance 1949
	1"	\$1,240.00	Ordinance 1949
	1 1/2"	\$1,860.00	Ordinance 1949
	2"	\$4,960	Ordinance 1949
	Larger than 2"	At Cost plus \$250.00 for installation	Ordinance 1949
	*Additional Road Cut	\$750.00	Ordinance 1949
	**Additional Pipe Footage in excess of 50'	\$250.00 for each additional 20'	Ordinance 1949
Sewer Connection	Residential 4"	\$1,884.00	Ordinance 1949
	Commercial 4"	\$2,145.00	Ordinance 1949
	Commercial 6"	\$2,703.00	Ordinance 1949
	Commercial 8"	\$3298.40	Ordinance 1949
	*Additional Road Cut	\$750.00	Ordinance 1949
	**Additional Pipe Footage in excess of 40'	\$250.00 for each additional 20'	Ordinance 1949
Backflow Inspection	Residential Backflow prevention device (up to 4")	\$45.00	Ordinance 1949
Outside City Limits			
Water Connection	3/4"	\$1488.00	Ordinance 1949
	1"	\$1860.00	Ordinance 1949
	1 1/2"	\$2790.00	Ordinance 1949
	2"	\$7440.00	Ordinance 1949
	Larger than 2"	At Cost plus \$250.00 for installation	Ordinance 1949
Sewer Connection	Residential 4"	\$2827.20	Ordinance 1949
	Commercial 4"	\$3217.80	Ordinance 1949
	Commercial 6"	\$4054.80	Ordinance 1949
	Commercial 8"	\$4947.60	Ordinance 1949
	*Additional Road Cut	\$750.00	Ordinance 1949
	**Additional pipe footage in excess of 40"	\$250.00 per 20'	Ordinance 1949
Backflow Inspection	Residential backflow prevention device	\$67.50	Ordinance 1949
Other Water and Sewer Charges			
Deposits	Inside Residential	\$100	Ordinance 1949
	Outside Residential	\$125.00	Ordinance 1949
	Inside Commercial	\$300.00	Ordinance 1949
	Outside Commercial	\$350.00	Ordinance 1949
Minimum Average Bill	Water	\$13.02	Ordinance 1949
	Sewer (subtract if on septic)	\$24.20	Ordinance 1949
	Garbage	\$33.98	Ordinance 1957
	Stormwater	\$2.50	Ordinance 1957
	Total	\$73.70	Ordinance 1957
	Lock Damaged	\$20.00	Ordinance 1949
	Curb Stop Damaged	\$75.00	Ordinance 1949
	Register Damaged	\$125.00	Ordinance 1949
	Pull meter/replace meter (Customer request)	\$200.00	Ordinance 1949
	Meter Test	\$75.00	Ordinance 1949
	Septic to Sewer		Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Restoration of water service through existing connection	A person desiring to have water service restored..." [See Section 90-30 for full scope of fee]	Equal to new water service connection fee	Ordinance 1949
	"Utility service may be restored or continued..." [See Section 90-139 for full scope of fee]	Equal to new water service connection fee	Ordinance 1949
Transfer of utility services from one location to another	"A customer desiring to transfer his utility..." [See Section 90-31 for full scope of fee]	\$20.00	Ordinance 1949
Temporary connection of utilities	"In the event a landlord, homeowner, or ..." [See Section 90-32 for full scope of fee] Water and Sewer Service Garbage Service	\$40.00	Ordinance 1949
Private Sewage Disposal System	Permit and Inspection Fee	\$150.00	Ordinance 1949
Damaged MXU	Single Port MXU	\$179.80	Ordinance 1949
	Dual Port MXU	\$204.60	
	One Triple Wire	\$22.94	
Building Sewer Permit and Inspection Fee	Residential, Commercial or Industrial	\$150.00	Ordinance 1949
Hydrant Meter Deposit	Residential, Commercial or Industrial	\$1,000.00	Ordinance 1949
Hydrant Meter Installation	Residential, Commercial or Industrial	\$50.00	Ordinance 1949
Construction Water Deposit	Residential, Commercial or Industrial	\$35.00	Ordinance 1949
Cleaning Water Deposit	Residential, Commercial or Industrial	\$40.00	Ordinance 1949
Cleaning Water Turn On/Off Fee	Residential, Commercial or Industrial	\$25.00	Ordinance 1949
Vacation Turn Off/On Fee	Residential	\$30.00	Ordinance 1949
After Hours Service	Residential, Commercial or Industrial	\$75.00	Ordinance 1949
Re-Verify Service Connection	Residential, Commercial or Industrial	\$150.00	Ordinance 1949
Unauthorized Use Fine	Residential, Commercial or Industrial	\$500.00	Ordinance 1949
Per Gallon Rates [See Section 90-138 & 90-137 for full scope of fees]			
Inside City Limits			
Residential Water	Base Fee (up to 2,000 gallons)	\$13.02	Ordinance 1949
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$2.78	Ordinance 1949
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.84	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$3.12	Ordinance 1957
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$3.53	Ordinance 1949
Residential Sewer	Base Fee (up to 2,000 gallons)	\$24.20	Ordinance 1949
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$7.33	Ordinance 1949
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$126.72	Ordinance 1957
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$16.15	Ordinance 1949
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$2.78	Ordinance 1949
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.84	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$3.12	Ordinance 1949
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$3.53	Ordinance 1949
Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$26.45	
	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$7.33	

Category	Fee Description	Current Rate	Implemented
Outside City Limits			
Residential Water	Base Fee (up to 2,000 gallons)	\$19.53	Ordinance 1949
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$4.16	Ordinance 1949
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$4.27	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$4.67	Ordinance 1949
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$5.28	Ordinance 1949
Residential Sewer	Base Fee (up to 2,000 gallons)	\$36.31	Ordinance 1949
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$10.99per 1000 over 2000	Ordinance 1949
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$190.17	Ordinance 1957
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$24.22	Ordinance 1949
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$4.16	Ordinance 1957
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$4.27	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$4.67	Ordinance 1949
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$5.28	Ordinance 1949
Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$39.68	Ordinance 1957
	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$10.99 per 1000 over 1000	Ordinance 1957
*Out of City Water/Sewer Rates will continue to be charged as allowed by the Code of Ordinances of the City of Crestview. A copy of these rates is available upon request.			
Impact Fees			
	Water	\$1,811 per ERU	Ordinance 1949
	Sanitary Sewer	\$4,140 per ERU	Ordinance 1949
Stormwater Rates*			
ERU (Equivalent Residential Unit) = \$2.50 Base Fee. An ERU is each 2,200 SF above 10,000 SF			
Residential	\$2.50 Flat rate		Resolution 2020-13
Commercial / Industrial 10,000 sq ft of impervious area	\$2.50 Monthly Fee / ERU, where the first ERU is equal to 10,000 sq. ft of impervious area; plus \$2.50 Monthly Fee/ERU for each additional 3,000 sq. ft of additional impervious area up to a maximum of 9 additional ERUS (a total monthly maximum of 10 ERUs or \$25.00). Fractions round to the next whole number (i.e., 3.4 rounds to 4).		Resolution 2020-13
Credit A	Up to 30% reduction given for volume/rate control in excess of design storm		Resolution 2020-13
Credit B	Up to 30% reduction given for significant control of offsite runoff		Resolution 2020-13
*Stormwater utility rates only apply to Customers inside the City limits of Crestview.			

Category	Fee Description	Current Rate	Implemented
Engineering Plan Review Fees			
Commercial and Industrial Projects	Minor: Sites under/equal 2ac disturbed area	\$500	Ordinance 1949
	Standard: Sites over 2ac under 10ac disturbed area	\$800	Ordinance 1949
	Major: Sites over 10ac disturbed area	\$1,200	Ordinance 1949
	Site Plan Re-review	\$250	Ordinance 1949
	Site Inspection	\$250	Ordinance 1949
	Reinspection	\$150	Ordinance 1949
Subdivision Projects	Subdivision Plan Review: 10 lots (500), 50 lots (1500), 100 lots (2750)	\$250+\$25/lot	Ordinance 1949
	Subdivision Plan Re-review	\$250	Ordinance 1949
	Subdivision Plan Re-review	\$300	Ordinance 1949
	Subdivision Inspection 10 lots (400), 50 lots (1400), 100 lots (2650)	\$150+\$25/lot	Ordinance 1949
	Subdivision Reinspection: 10 lots (250), 50 lots (650), 100 lots (1150)	\$150+\$10/lot	Ordinance 1949
Miscellaneous	Utility Availability Letters	\$25	Ordinance 1949

Parks and Recreation			
Category	Fee Description	Current Rate	Implemented
Attendant Fees**	Apply to all indoor rentals, 4-hour minimum	\$25.00 per hour	Ordinance 1949
Before and After Hours	Before 8:00am (no earlier than 6:00am) After 10:00pm (no later than 1:00am)	\$25 per hour	Ordinance 1949
Governmental Rates (8 Hour Day) (Schools, Chambers, Governmental Agencies)	Inside Okaloosa County Outside Okaloosa County	\$150, \$20 per hour after 8 hours \$250, \$20 per hour after 8 hours	Resolution 2022-21
Early Setup and Late Tear Down (Subject to Availability)	The Day before or after an event	\$100.00 per day	Resolution 2022-21
Spanish Trail Amphitheater	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	0-2 Hours	\$75	Resolution 2020-13
	2-4 Hours	\$150	Resolution 2020-13
	4-8 Hours	\$200	Resolution 2020-13
	8+ Hours	\$300	Resolution 2020-13
Senior Center (attendant fee applies)	2 Day Rental (1 st day up to 8 hours, 2 nd day all day)	\$400	Resolution 2020-13
	Deposit	\$25	Resolution 2022-21
	Per Hour	\$10	Resolution 2022-21
Pavilions / Gazebo (Includes all pavilions at OSTP & Twin Hills and the gazebo at Twin Hills)	All Day	\$10	Resolution 2020-13
Allen Park	Deposit	\$0	Resolution 2020-13
	Per Day	\$25	Resolution 2020-13
Twin Hills Gymnasium *Attendant fee applies (NOT included in above prices)	Deposit	\$50	Resolution 2020-13
	0-2 Hours	\$150	Resolution 2022-21
	2-4 Hours	\$300	Resolution 2022-21
	4-8 Hours	\$560	Resolution 2022-21
Library – Conference Room (rental must be made through library)	First Hour	\$50	Ordinance 1949
	Per Hour (not to exceed \$75 per day)	\$10 for Nonprofit/ \$25 for all other	Ordinance 1949
All Fields (Twin Hills – Football, Spanish Trail Park & Durrell Lee – Softball/Baseball)	Deposit	\$50	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
	Per Hour for Lights	\$25	Resolution 2020-13
All Food/Craft Vendor Spaces			
	Per Space/240v	\$25	Resolution 2020-13
	With Electricity/Water	\$30	Resolution 2020-13
Bleacher Delivery	Each	\$250	Resolution 2020-13
Community Center (Rates include attendant to open and close)*** \$100 per day for additional consecutive days	Deposit	\$200	Resolution 2022-21
	Alcohol (Non-profit only may sell alcohol)	\$300	
	City Resident, 0-4 Hours*	\$280	Resolution 2022-21
	City Resident, 4-8 Hours*	\$380	Resolution 2022-21
	City Resident, 8+ Hours*	\$480	Resolution 2022-21
	City Resident, 2 day rental*	\$580	Resolution 2022-21
	Non-city Resident, 0-4 Hours	\$380	Resolution 2022-21
	Non-city Resident, 4-8 Hours	\$480	Resolution 2022-21
	Non-city Resident, 8+ Hours	\$580	Resolution 2022-21
	Non-city Resident, 2 Day Rental	\$680	Resolution 2022-21

*Non-consecutive rentals will receive a 20% discount (deducted from original rental price); no more than 12 non-consecutive bookings per year will be allowed.

**The City reserves the right to assess additional attendant fees as needed.

Category	Fee Description	Current Rate	Implemented
Warriors Hall (Rates include attendant to open and close)*** \$100 per day for additional consecutive days	Deposit	\$200	Resolution 2022-21
	Alcohol (Non-profit only may sell alcohol)	\$300	
	City Resident, 0-4 Hours*	\$180	Resolution 2022-21
	City Resident, 4-8 Hours*	\$280	Resolution 2022-21
	City Resident, 8+ Hours*	\$380	Resolution 2022-21
	City Resident, 2 Day Rental*	\$480	Resolution 2022-21
	Non-city Resident, 0-4 Hours	\$280	Resolution 2022-21
	Non-city Resident, 4-8 Hours	\$380	Resolution 2022-21
	Non-city Resident, 8+ Hours	\$480	Resolution 2022-21
Non-city Resident, 2 Day Rental	\$580	Resolution 2022-21	
Allen Park Community Center (Rates include attendant to open and close)	Deposit:	\$50	Resolution 2022-21
	Deposit with alcohol (Non-profit only may sell alcohol)	\$300	
	City Resident: 0-4 hours	\$75	Resolution 2022-21
	City Resident: 4-8 hours	\$125	
	Non-city Resident: 0-4 hours	\$100	Resolution 2022-21
Non-city Resident: 4-8 hours	\$150		
Meeting Rooms	Mtg. Rooms B1 or B2:		Resolution 2020-13
	First 2 hrs.	\$40	
	First 4 hrs.	\$60	
	Additional Hours	\$25	
	Capacity	25	
	Mtg. Room B:		Resolution 2020-13
	First 2 hrs.	\$40	
	First 4 hrs.	\$60	
	Additional Hours	\$30	
	Capacity	50	
Mtg. Room C:		Resolution 2020-13	
First 2 hrs.	\$40		
First 4 hrs.	\$60		
Additional Hours	\$30		
Capacity	50		
* Meeting Room rentals will be unavailable during Community Center Functions			
Special Event Permit	Application fee	\$100	Ordinance 1957
	Barricade Fee (Includes Delivery & Setup)	\$175	
	Street Cleanup	\$500	
	Police Presence	\$30 per hr/per officer	
	Parade Traffic Plan	\$15	
	Trash Receptacle (each)	\$65	
	Electrician Fee (hourly)	\$200	
	Stage Rental Set-up	\$150	
	Bleacher Rental Set-up	\$250	
	Dumpster Rental	20 YD – Pull \$300/Disposal \$95 ton	
	Dumpster Rental	30 YD – Pull - \$400/Disposal \$95 ton	
	Street Sweeper	\$500	
	Utility Service Worker (per hr)	\$23.77	
	Laborer (per hr)	\$50/\$75	
	Port-a-Toilets reg/handicap	\$50/\$75	
	Hand Washing Station	\$75	
	Special Event Penalty	Security violation	
Custodial service violation		\$200	
Alcohol use without permit		\$300	
Left over signage		\$5 per sign	
Entertainment/Amusement	Circus	\$300	Ordinance 1949
	Promotors	\$300	
	Carnival	\$300	

Category	Fee Description	Current Rate	Implemented
Youth Sports Registration	City Resident -First Child	\$60	Ordinance 1957
	-Second Child	\$50 (total \$110)	
	-Third Child	\$40 (total \$150)	
	-Fourth Child	\$40 (total \$190)	
	-Fifth Child	\$40 (total \$230)	
	County Resident – First Child	\$65	Ordinance 1957
	-Second Child	\$55 (total \$120)	
	-Third Child	\$45 (total \$165)	
	-Fourth Child	\$45 (total \$210)	
	-Fifth Child	\$45 (total \$255)	
	Cheer (per child)	\$65	
Penalty for violation of Chapter 58 – Parks and Recreation	“Any person convicted of any violation under this chapter shall be punished...” <i>[See Section 58-3 for full scope of fine]</i>	\$50.00	Resolution 2020-13
*Proof of City residency required			
**The City reserves the right to assess additional attendant fees as needed			
***Multiple Bookings – non-consecutive days will receive a 20% discount (no more than 12 non-consecutive bookings allowed per year)			

Library			
Category	Fee Description	Current Rate	Implemented
Membership	Library Cards – Okaloosa County Residents	1 st Card is Free	Resolution 2020-13
	Replacement Cards	\$2.00	Resolution 2020-13
	12-month Out of Network (Not otherwise eligible for library services)	\$60.00 per person/year	Resolution 2020-13
	6-month out-of-network (Not otherwise eligible for library services)	\$30.00 per person/6 months	Resolution 2020-13
	In-network , non-resident	\$40.00 per family/year	Ordinance 1949
	Note: Resident: a person living in Okaloosa County, or a non-resident property owner who pays ad valorem taxes to Okaloosa County Out-of-network: non-resident persons who do not physically reside in Okaloosa County or the Panhandle Library Access Network (PLAN) service area. Post office boxes and mailbox rental business addresses are not accepted as proof of residence, Non-resident memberships must be purchased in-person at a member library location. In-network: non-resident persons living in the service area of the PLAN. Libraries in these counties contribute toward PLAN services available to Okaloosa County residents. Includes: Escambia, Santa Rosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla and Jefferson counties.		
Service and Convenience Items	Copies (black &white only)	\$0.15 per page	Resolution 2020-13
	Faxes (sending or receiving, except for ACCESS Florida)	\$1.00 per page	Resolution 2020-13
	Jump drives (4GB)	\$7.00 each	Resolution 2020-13
	Earbuds	\$1.00 each	Resolution 2020-13
Miscellaneous Fees	Replaced CD/DVD cases	\$2.00	Resolution 2020-13
	Lost/damaged items	Cost of item or replacement in kind	Resolution 2020-13
	Telescope lost or damaged	\$200.00	Resolution 2020-13
	Miscellaneous Repair or Processing	\$2.00	Resolution 2020-13

Fire Department			
Category	Fee Description	Current Rate	Implemented
Life safety annual permit	Hazardous Storage Inspection Fee	\$98.00 per hour	Resolution 2020-13
Life safety plan review fees	Site Plan or Revised Site Plan	\$20.00	Resolution 2020-13
	Temporary Use Structure / Site Plan	\$25.00	Resolution 2020-13
	Mobile Vendor	\$25.00	Resolution 2020-13
	Building Plan Review (minimum \$15.00)	\$0.04 per sq ft (minimum \$15) a. First Revision of Building – no charge b. Second Revision of Building – ½ first fee.	Resolution 2020-13
	Fire Protection	a. Sprinkler (up to 25 heads) - \$30.00 b. Sprinkler (more than 25) \$0.25 per head plus - 30.00 c. Revised Sprinkler Plan - \$10.00 d. Standpipe – per riser - \$25.00 e. Underground - \$15.00 f. Fire Pump - \$25.00	Resolution 2020-13
	Pre-engineered System	Hood/Inert Gas - \$30.00	Resolution 2020-13
	Fire Alarm – per system	\$30.00 Revised - \$10.00	Resolution 2020-13
	Fire Flow Test (Hydrant)	\$25.00	Resolution 2020-13

Police Department			
Category	Fee Description	Current Rate	Implemented
Removing, impounding an immobilization of motor vehicles	Service charge for removal of the immobilization device	\$50.00 (cash or surety bond or other adequate security equal to the amount)	Resolution 2020-13
No Parking	No parking – left wheels to curb (on two-way street)	\$5.00	Resolution 2020-13
	Blocking Fire Hydrant	\$20.00	
	Parking by disabled permit only	\$250.00	
	Parking overtime (limit in authorized zone)	\$5.00	
	Parking over line	\$5.00	
	Designated fire lane*	\$20.00	
	Parking in a designated no parking zone.	\$10.00	
	If such penalty is not paid within the five working days as above provided, the amount of the civil penalty shall be \$1.00 greater than the amount specified for the parking violation as provided above.		
	*Chapter 86-154, Laws of Florida - additional surcharge	\$5.00	Resolution 2020-13
Parking Violations (upon hearing by judge)	“... If the commission of a violation has been proven, the judge may impose a fine not to exceed...” <i>[See Section 86-44(b) for full scope of fine]</i>	Up to \$250.00, plus court costs.	Resolution 2020-13
Reduction of parking violation penalty	“If an individual who has received a parking violation notice...” <i>[See Section 86-44(c) for full scope of fine]</i>	\$5.00	Resolution 2020-13
Parking Violation Notice Noncompliance	“If any person summoned by a parking violation...” <i>[See Section 86-45(b) for full scope of fine]</i>	\$5.00	Resolution 2020-13
	“Any person who fails to respond to the original ...” <i>[See Section 86-45(c) for full scope of fine]</i>	Up to \$250.00	Resolution 2020-13
Wrecker operator	“Any wrecker operator who does not...” <i>[See Section 86-76(e) for full scope of fee]</i>	\$50.00 each certificate	Resolution 2020-13
Maximum rates for towing and storage.	“... maximum of \$30.00 may be charged to the...” <i>[See Section 86-79 for full scope of fee]</i>	\$30.00 maximum	Resolution 2020-13
Magistrate Red Light Hearing Fee		\$75.00	Resolution 2021-03
Police and fire public safety facilities fee	Single dwelling units	\$200.00	Resolution 2020-13
	Commercial structures	\$200.00 E.D.U. (without a building will be assessed one impact fee per acre (rounded to the nearest tenth acre))	Resolution 2020-13
	Industrial/warehousing structures Public assembly/institutional structures		

Category	Fee Description	Current Rate	Implemented
	Incident Reports, per page, two sided	\$.20 (not more than 14 inches by 8 1/2 inches)	Fees are charged in accordance with Chapter 119.07(4), Florida Statutes The City of Crestview does not receive any fee for these checks.
	Offense Reports, single sided	\$.15 (not more than 14 inches by 8 1/2 inches)	
	Certified Copies, per copy	\$.20 per page, in addition to any other report fee.	
	Records Checks	\$25.00 by utilizing the Florida Department of Law Enforcement Website.	
	Fingerprints	\$5.00 for city residents \$7.00 for non-city residents *Additional fees paid directly to the Florida Department of Law Enforcement online prior to submittal.	Resolution 2020-13
	Combat Auto Theft (C.A.T.) Registration	Completed online at no cost	Resolution 2020-13
	Police or Fire Alarm Fourth and additional Activation	\$50.00 Per alarm	Resolution 2020-13
	Removing, impounding an immobilization of motor vehicles bearing outstanding citations	\$50.00 service charge	Resolution 2020-13
	Accident or Evidentiary Vehicle Storage Fee	The owner is responsible for the varying tow fees prior to release.	Resolution 2020-13
Code Enforcement			
General Penalty; continuing violations	"...where no specific penalty is provided therefor..." [See section 1-11(a) for full scope of fine.]	\$500.00	Resolution 2020-13
Nuisance Abatement Board [See Section 2-127 for full scope of fine.]	2-127(a)(1)	\$250.00	Resolution 2020-13
	2-127(a)(4)	\$500.00	
	2-127(f)	\$7,500.00	
General	"Any person who violates any of the provisions of this section is punishable as provided in F.S. 162 to be imposed by special magistrate..."	Up to \$250 for first offense \$500.00 for the second	Resolution 2020-13
Citation	1 st Offense	Written Citation	Resolution 2020-13
	2 nd Offense	\$75.00	
	3 rd Offense	\$150.00	
Judgement upon failure to contest citation	"... who fails to pay the appropriate civil penalty with the time period allowed, ..." [See Section 24-8 for full scope of fine]	\$500.00	Resolution 2020-13
Administrative Fee	Special Magistrate hearings	\$250.00	Resolution 2021-02
Lien Search	Lien search, per address, 1-3 business day turnaround	\$65.00	Resolution 2022-21

Animal Services						
Citations	Violation	Offence				Implemented
		1 st	2 nd	3 rd	4 th +	Resolution 2022-14
	<i>Sec. 10-7 – Unvaccinated Animals</i>	\$50.00	\$100.00	\$250.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-8 – Barnyard Animals</i>	\$100.00	\$150.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-9 - Humane Treatment</i>	\$200.00	\$400.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-10 – Confinement of Animal(s) in Heat</i>	\$100.00	\$200.00	\$400.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-11 – Physical Control of Dog(s)</i>	\$100.00	\$200.00	\$300.00	Mandatory Court Appearance	Ordinance 1949
	<i>Sec. 10-12(a) – Dog Excreta</i>	\$50.00	\$75.00	\$100.00	Mandatory Court Appearance	Ordinance 1949
	<i>Sec. 10-12(b) - Noise</i>	\$50.00	\$75.00	\$100.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-15 – Dangerous Dog Requirements</i>	\$300.00	\$400.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-16 – Requirements of Owner after dog bite</i>	\$200.00	Dangerous Dog Investigation			Ordinance 1949
	<i>Sec. 10-19 – Ownership of a Primary Vector of Rabies</i>	\$150.00	\$300.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-21 – Keeping a Stray Domestic Animal</i>	\$25.00	\$75.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-25 – Disposal of Animal Carcass</i>	\$50.00	\$100.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-26 – Duties of Person Who Injures an Animal</i>	\$100.00	\$200.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-27 – Companion Animals in Motor Vehicle</i>	\$200.00	\$300.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-28 – Animal Exploitation</i>	\$200.00	\$300.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-31 – Trapping an Animal</i>	\$25.00	\$75.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-32 – Poisoning Animals</i>	\$200.00	Mandatory Court Appearance	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-34 – Animals trained to assist persons with disabilities</i>	\$100.00	\$200.00	\$300.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-35 – Obstruction of Enforcement</i>	F.S.§ 775	F.S.§ 775	F.S.§ 775	Mandatory Court Appearance	Resolution 2022-14

Category	Fee Description	Current Rate				Implemented
Administrative Fees	Impound/Reclaim	1 st : \$75.00	2 nd : \$100.00	3 rd : \$200.00	4 th +: \$300.00	Resolution 2022-14
	Adoption (Dog)	\$95.00				
	Adoption (Cat)	\$75.00				
	Boarding	\$15.00 (per day)				
	Quarantine in-house	\$25.00 (per day)				
	Quarantine Dangerous Dog	\$50.00 (per day)				
	Quarantine Dangerous Dog Violation	\$300.00 (at home)				
	Administrative	\$10.00 (per violation)				
	Dangerous Dog Hearing	\$250.00				
	Dangerous Dog Registration	\$250.00, plus \$100.00 annually				
	Microchip	\$30.00				
	Emergency Veterinary Care	Actual Billed Amount				
	Court Cost	Actual Amount if City Prevails/ Plus Applicable Fees/Fines				

Miscellaneous Fees			
Category	Fee Description	Current Rate	Implemented
Fee for telecommunications company occupation of rights-of-way.	“... providing local telephone service, as defined in section 203.012(3), Florida Statutes (2000), in the city...” [See Section 74-10.1(a)(2) for full scope of fee]	\$500.00 per linear mile	Resolution 2020-13
Special fire services facilities fee.	“ In the event that any structure has special fire safety needs...” [See Section 34-25 for full scope of fee]		Resolution 2020-13
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Commercial Compactor Size: 30 CU YD Self Contained Disposal Fee Pull Charge Rental Fee	 \$95/Ton \$295.00 \$917.00	Ordinance 1957
	Commercial Compactor Size: 30 CU YD (dry waste only) Disposal Fee Pull Charge Rental Fee	 \$95/Ton \$295.00 \$415.00	Ordinance 1949
	Commercial Compactor Size: 40 CU YD (dry waste only) Disposal Fee Pull Charge Rental Fee	 \$95/Ton \$325.00 \$445.00	Ordinance 1949
	Single Family Residential Rate with Recycling (96 Gallon Bin) Extra Recycling Cart 1x per week Extra Solid Waste Cart 2x per week	 \$33.98 \$6.36 \$12.72	Ordinance 1957
	Commercial Roll Cart 2x per week 1X Week Recycle Extra Cart 2x per week	 \$50.88/month \$15.36 \$25.44	Ordinance 1957
	Commercial Dumpster Service Container Size 2 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$116.60 \$198.22 \$289.38 \$403.86 \$504.56 \$604.20	Ordinance 1949
	Commercial Dumpster Service Container Size 4 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$197.16 \$347.68 \$521.52 \$691.12 \$870.26 \$1045.16	Ordinance 1949
	Commercial Dumpster Service Container Size 6 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$284.08 \$483.36 \$725.04 \$961.42 \$1,203.10 \$1,445.84	Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Commercial Dumpster Service Container Size 8 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	\$333.90 \$591.48 \$885.10 \$1,177.66 \$1,472.34 \$1,760.66	Ordinance 1949
Miscellaneous Garbage Fees	Dumpster delivery fee (including swaps) Dumpster Latches Dumpster Casters (2&4 yard only) Dumpster Gate Access Fee Commercial Extra Lifts/Yard Dumpster Over Filled Fee Residential Bear Latches	\$159.00 \$15.90 \$15.90 \$21.20 \$15.90 \$79.50 \$3.82 per month	Ordinance 1957
Natural gas utility franchise to the Okaloosa Gas District	Rates as charged by Okaloosa Gas		Resolution 2020-13
Recycling Services	"... per residence shall be assessed for curbside services ..." [See Section 70-44(a) for full scope of fee]	\$1.65 per month	Resolution 2020-13
Article III. – Stormwater Management: Civil & Criminal Penalties	"... criminal penalties. In addition to or as an alternative to any penalty provided in this article ..." [See Section 30-59(b) for full scope of fine]	\$100.00 - \$1000.00	Resolution 2020-13
Assessment for law enforcement education	"... all county courts within this county created by Article V of the state constitution, ..." [See Section 46-12(a) for full scope of fines] <i>Per violation of state penal criminal statute or municipal ordinance</i> <i>Per every bond estreature or forfeited bail bond related to such penal statute or penal ordinance</i>	\$3.00 \$2.00	Resolution 2020-13
Sidewalk Fund Contribution	Required where no adjacent sidewalk network exists for a development to connect to. Equivalent cost per linear foot of sidewalks that would typically be required along the street frontage of subject property. (Land Development Code Section 8.05.00).	\$13.00 per square foot (\$65.00 per linear foot for 5' wide sidewalk), subject to cost of material at the time fund contribution is made	Resolution 2023-7



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 12/6/2023
SUBJECT: Ordinance 1958 - Amending the City of Crestview Police Officers and Firefighters Retirement Plan

BACKGROUND:

Ordinance 1951 was adopted on September 25, 2023 without the 25 and out language clearly specified. The Legal Ad will appear in the Crestview News Bulletin on December 14, 2023, as per Statute.

DISCUSSION:

This request for approval is in an effort to clearly lay out the terms of the recently approved "25 and out" program.

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

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 1958 on 1st reading and move it to 2nd reading for adoption.

Attachments

1. Updated 25 and out Ordinance

ORDINANCE: 1958

An Ordinance of the City of Crestview, Florida; Amending the City of Crestview Police Officers' and Firefighters' Retirement Plan, Adopted by Ordinance No. 780, as Subsequently Amended; Amending and Renumbering Section 6 Benefit Amounts and Eligibility and Supplemental Benefit; Providing for Inclusion In the Code; Providing For Severability; Providing For A Repealer; and Providing For An Effective Date

WHEREAS, the City of Crestview Police Officers' and Firefighters' are currently provided pension and certain other benefits under Ordinances of the City of Crestview; **WHEREAS**, the Board of Trustees of the Plan has recommended amending the Plan as set forth below;

WHEREAS, the City Council adopted Ordinance number 1951 on September 25th, 2023.

WHEREAS, Section 1 of Ordinance number 1951 incorrectly amended Section 6 Benefit Amounts and Eligibility of the City of Crestview Police Officers' and Firefighters' Retirement Plan to include a normal retirement date at the attainment of age fifty-two (52) and the completion of 25 years of credited service.

WHEREAS, Section 6 was intended to provide for normal retirement after 25 years of credited service regardless of age.

WHEREAS, this Ordinance has been drafted to correct the error in Ordinance number 1951.

WHEREAS, amending the normal retirement date as set forth below is in the best interests of the employees and citizens of the City of Crestview;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA:

SECTION 1: That the City of Crestview Police Officers' and Firefighters' Retirement Plan Section 6, Subsection 1, is hereby amended to read:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY

1. Normal Retirement Date.

A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service ~~or the attainment of age fifty-two (52) and the~~ completion of twenty-five (25) years of Credited Service regardless of age. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become 100% vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Crestview.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this ____ day of _____, 2023.

PASSED AND ADOPTED on the second reading, this ____ day of _____, 2024.

JB WHITTEN, MAYOR

ATTEST:

MARYANNE SCHRADER
CITY CLERK

ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA; AMENDING THE CITY OF CRESTVIEW POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT PLAN, ADOPTED BY ORDINANCE NO. 780, AS SUBSEQUENTLY AMENDED; AMENDING AND RENUMBERING SECTION 6 BENEFIT AMOUNTS AND ELIGIBILITY AND SUPPLEMENTAL BENEFIT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Crestview Police Officers' and Firefighters' are currently provided pension and certain other benefits under Ordinances of the City of Crestview;

WHEREAS, the Board of Trustees of the Plan has recommended amending the Plan as set forth below;

WHEREAS, the City Council adopted Ordinance number 1951 on September 25th, 2023.

WHEREAS, Section 1 of Ordinance number 1951 incorrectly amended Section 6 Benefit Amounts and Eligibility of the City of Crestview Police Officers' and Firefighters' Retirement Plan to include a normal retirement date at the attainment of age fifty-two (52) and the completion of 25 years of credited service.

WHEREAS, Section 6 was intended to provide for normal retirement after 25 years of credited service regardless of age.

WHEREAS, this Ordinance has been drafted to correct the error in Ordinance number 1951.

WHEREAS, amending the normal retirement date as set forth below is in the best interests of the employees and citizens of the City of Crestview;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA:

SECTION 1: That the City of Crestview Police Officers' and Firefighters' Retirement Plan Section 6, Subsection 1, is hereby amended to read:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY

1. Normal Retirement Date.

A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the ~~attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service~~ **regardless of age.** A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become 100% vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Crestview.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this ____ day of _____, 2023.

PASSED AND ADOPTED on the second reading, this ____ day of _____, 2024.

JB WHITTEN, MAYOR

ATTEST:

MARYANNE SCHRADER
CITY CLERK



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 12/6/2023
SUBJECT: City Clerk Annual Performance Evaluation

BACKGROUND:

In 2021, the City Clerk position transitioned from an elected position to an appointed position. Ms. Maryanne Schrader was appointed by the City Council on November 15, 2021.

In 2020, the City of Crestview adopted our core values: Teamwork, Respect, Adaptability, Communication, and Knowledge. In 2021, we developed a merit based pay model and employee evaluation system for general employees. Staff are rated on a scale of 0-3 for a score of "needs improvement", "meets expectations" or "exceeds expectations".

In October 2023 directors received a 3% cost of living increase. Appointed officials do not receive cost of living increases.

DISCUSSION:

In accordance with the employment contract, the City Clerk will receive an annual evaluation within 30 days of the date of hire. The City of Crestview has established a procedure for employee evaluations based on our core values. Council members were given evaluation forms at the Council meeting in October 2023. The completed evaluation forms are attached.

All scores are on a scale of 1-3. The average ratings are as follows: adaptability 2.8, communication 2.4, knowledge 2.8, respect 3, and teamwork 2.8, for an overall average of 2.76. Comments of note include: new software implementation has gone smoothly, always in a good mood, concerned about communication with the public, suggestion is to work on public record laws with the attorney, shows initiative, empathetic, continue to be impressed by the performance of the Clerk's office under her leadership; all completed forms are attached. Based on the general employee evaluation criteria, a 2.76 would be categorized as "exceeds expectations" and qualify for a 3% merit-based salary increase.

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

FINANCIAL IMPACT

The financial impact of any potential salary increase is included in the FY24 budget.

RECOMMENDED ACTION

Staff respectfully requests the council approve the recommendation of the City Manager, a 6% salary increase, which includes a 3% cost of living and a 3% merit based pay increase.

Attachments

1. Evaluation score totals
2. Evaluation forms

	Adaptability	Communication	Knowledge	Respect	Teamwork	Total Score
Blocker	3	3	3	3	3	3
Brown	3	2	3	3	3	2.8
Bullard	2	2	2	3	3	2.4
Capps	3	2	3	3	2	2.6
Rencich	3	3	3	3	3	3
Average	2.8	2.4	2.8	3	2.8	2.76

Performance Review

Employee Name: Maryanne Schrader Date: 11/13/2023
Job Title: City Clerk Department: Clerk's Office
Evaluator Name: Andrew Rencich Date of Hire: 11/15/2021
Performance Review Period: 11/15/22-11/15/23

Employee Instructions:

Please complete and return this evaluation and return to Human Resources by 11/06/23.

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meets expectations, and 3 - exceeds expectations.

Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 1 ☐ 2 ☐ 3 ☒

Comments:

New software implementation has gone smoothly

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling. 1 ☐ 2 ☐ 3 ☒

Comments:

All public records laws are strictly adhered to with zero incidents to date.

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above. 1 ☐ 2 ☐ 3 ☒

Comments:

Understands the day to day operations well within her office and others throughout the organization.

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally. 1 ☐ 2 ☐ 3 ☒

Comments:

Always in a good mood, professional with city staff and the public.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability. 1 ☐ 2 ☐ 3 ☒

Comments:

Works well with others, training Natasha to be able to fill in at any time.

Recommendations:

Performance Review

Employee Name: Maryanne Schrader Date: 11/13/2023
Job Title: City Clerk Department: Clerk's Office
Evaluator Name: Ryan Bullard Date of Hire: 11/15/2021
Performance Review Period: 11/15/22-11/15/23

Employee Instructions:

Please complete and return this evaluation and return to Human Resources by 11/06/23.

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meets expectations, and 3 - exceeds expectations.

Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 1 ☐ 2 ☒ 3 ☐

Comments:

Maryanne has always adapted to the fast paced changes.

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling. 1 ☐ 2 ☒ 3 ☐

Comments:

Maryanne does great with communication with staff and leadership. The only concern i have is about communication with the public.

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above. 1 ☐ 2 ☒ 3 ☐

Comments:

Maryanne has a good grasp of duties and responsibilities. One point of suggestion is to work on public records laws with the city attorney.

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally. 1 ☐ 2 ☐ 3 ☒

Comments:

No comment added.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability. 1 ☐ 2 ☐ 3 ☒

Comments:

From the feedback I have received, Maryanne is helpful and routinely follows policies outlined in the charter.

Recommendations:

I recommend that Maryanne be retained as City Clerk.

Performance Review

Employee Name: Maryanne Schrader Date: _____
Job Title: City Clerk Department: Clerk's Office
Evaluator Name: _____ Date of Hire: 11/15/2021
Performance Review Period: 11/15/22-11/15/23

Instructions:

Please complete and return this evaluation and return to Human Resources by 11/06/23.

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meetings expectations, and 3 - exceeds expectations.

Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 1 ☐ 2 ☐ 3 ☒

Comments:

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling. 1 ☐ 2 ☐ 3 ☒

Comments:

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above. 1 ☐ 2 ☐ 3 ☒

Comments:

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally. 1 ☐ 2 ☐ 3 ☒

Comments:

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability. 1 ☐ 2 ☐ 3 ☒

Comments:

Recommendations:

Performance Review

Employee Name: Maryanne Schrader Date: _____
Job Title: City Clerk Department: Clerk's Office
Evaluator Name: Doug Capps Date of Hire: 11/15/2021
Performance Review Period: 11/15/22-11/15/23

Employee Instructions:

Please complete and return this evaluation and return to Human Resources by 11/06/23.

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meetings expectations, and 3 - exceeds expectations.

Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 1 ☐ 2 ☐ 3 ☒

Comments:

Maryanne has continued year 2 as she left off year 1, in improving our City Clerk's Office solutions. Continue to be impressed by the performance of the Clerk's office under her leadership.

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling. 1 ☐ 2 ☒ 3 ☐

Comments:

Maryanne shows initiative and the ability to follow record laws and policy. She always communicates well, sometimes to a fault, in some instances, she 'over' communicates.

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above. 1 ☐ 2 ☐ 3 ☒

Comments:

Maryanne is very adept in policy and departmental goals and owns a keen understanding of functions in other departments.

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally. 1 ☐ 2 ☐ 3 ☒

Comments:

Maryanne is always respectful of myself and others, as well as empathetic. She's honest and professional.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability. 1 ☐ 2 ☒ 3 ☐

Comments:

Maryanne continues to grow intra-departmental relationships through her 2d year in Crestview. She follows all policies and procedures. I would like to see more in the area of practicing accountability.

Recommendations:

Overall, Maryanne is an asset to the City of Crestview and exceeds expectations in most areas. Performs her duties and responsibilities exceedingly well.

She is always positive and enjoyable to be around.

I look forward to her continued growth as she works to improve in areas where she isn't marked as 'exceeding' expectations, as I have no doubt she has the aptitude and ability.

Performance Review

Employee Name: Maryanne Schrader Date: _____
Job Title: City Clerk Department: Clerk's Office
Evaluator Name: Cindy Brown Date of Hire: 11/15/2021
Performance Review Period: 11/15/22-11/15/23

Employee Instructions:

Please complete and return this evaluation and return to Human Resources by 11/06/23.

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meetings expectations, and 3 - exceeds expectations.

Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 1 ☐ 2 ☐ 3 ☒

Comments:

She has demonstrated willingness to upgrade our City's sytems. This enables a faster public response and less storage space for our City records.

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling. 1 ☐ 2 ☒ 3 ☐

Comments:

She is such a great listener and is able to discern the issues needed to resolve the situation. Definitely uses correct grammar. There is always room for communication improvement. Therefore the 2 rating.

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above. 1 ☐ 2 ☐ 3 ☒

Comments:

She is naturally inquisitive. I cannot speak to all departments but i have not heard any thing but how she supports their departments as a team player.

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally. 1 ☐ 2 ☐ 3 ☒

Comments:

Her integrity is one her greatest assets. She always acts with empathy and professionally.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability. 1 ☐ 2 ☐ 3 ☒

Comments:

One of her greatest accomplishments is training a Deputy City Clerk. This is preparing the city for the future.

Recommendations:

It is my recommendation: Mrs. Schrader has earned the highest possible raise. She has demonstrated great effort for our city and is a great ambassador for us. I have seen this first hand at various functions.



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 12/4/2023
SUBJECT: Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

Codification –A draft has been sent to the legal department of CivicPlus for review. We hope to complete the project early in 2024.

Public Records – For the November 1 - 30, 2023 period, we received 56 new requests, with 28 open, 5 days on average to fulfill all requests, 59 requests were closed, and 2 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was 0 hours at a cost of 0 to staff. We have received \$9.00 in payments for the November 2023 reporting period. Community Development (36) and the Police department (15) received the most requests per department with the remaining dispersed between the remaining departments.

Laserfiche –The public records portal located on the City Clerk page at: <https://city-of-crestview-fl.nextrequest.com/>. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of additional pages added for November 2023 is 417.

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

n/a

RECOMMENDED ACTION

n/a

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director, Wendy Tarpley, Accountant
DATE: 12/6/2023
SUBJECT: Financial Update - Finance Director

BACKGROUND:

This is a presentation of the monthly financial information as required by the City Charter.

DISCUSSION:

Below you will find the links to the October disbursement registers. Also provided are the monthly Unaudited Monthly Financial Statement for the month ending September 2023, as well as the Pooled Cash Carryforward ending September 2023.

Follow this link by clicking on the icon with the arrow for the [October Check Register](#)

Follow this link by clicking on the icon with the arrow for the [Amazon eCheck Register](#)

Follow this link by clicking on the icon with the arrow [for the Monthly Financial Statement](#)

Follow this link by clicking on the icon with the arrow for the [Pooled Cash Carryforward](#)

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

N/A

RECOMMENDED ACTION

Staff respectfully requests a motion

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 12/6/2023
SUBJECT: Boards and Committees Update

BACKGROUND:

Following the September 25, 2023, City Council meeting, several City Council members asked the City Manager to review the current appointment terms of the Boards and Commissions.

Community Redevelopment Agency: The Board of Commissioners of the Community Redevelopment Agency shall consist of the members of the City Council and two additional commissioners appointed by the City Council as provided for in Florida Statutes. (**Ord. No. 1892 , 8-22-22**). Term limits are automatically renewed for a like term unless an appointing official or the City Council as a whole state otherwise at the time of re-election, death, dismissal, or resignation by the appointee. Voting by the membership is promulgated by ordinance.

PLANNING DEVELOPMENT BOARD: All members shall be residents of the city and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until a successor is appointed. Terms of office shall commence on the first day of march of the year in which appointed. (c) Alternate members. In addition to the five members, two alternate members may be appointed by a majority vote of the city council to serve as alternates for the term of one year, or until a successor is appointed. Alternate members shall be residents of the city. Whenever a vacancy occurs on the board, the city council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs. (**Ord. No. 1892 , 8-22-22**)

EMPLOYEE RETIREMENT BOARD: Council appoints two members, who shall be legal residents of the city. Each Trustee shall serve for a period of two (2) years, unless sooner replaced by the City Council, terminates employment with the City or otherwise vacates their office, whereupon a successor shall be chosen in the manner prescribed by law. **Per Ordinance 781.**

POLICE PENSION BOARD :The Board (of Trustees) shall consist of five (5) Trustees. Two shall be legal residents of the City and appointment made by the City Council; each Trustee shall serve for a period of two (2) years, unless sooner replaced by the City Council, terminates employment with the City or otherwise vacates their office, whereupon a successor shall be chosen in the manner prescribed by law. **Per Ordinance 780.**

CITIZEN ADVISORY BOARD: The Citizen Advisory Committee (CAC) shall consist of five members. Members shall be appointed by a vote of the City Council. Resolution 2020-10 - Section 3. Composition of the Group. The Group shall consist of 7 members that represent the demographics of Crestview and is composed of diverse members. **Terms were not addressed in the resolution.**

DISCUSSION:

Determine whether to amend each individual Ordinance and/or Resolution to have a set renewal date across each Board or Committee.

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

No financial impact.

RECOMMENDED ACTION

Staff is seeking direction on the appointment and terms for board members and committee volunteers.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 11, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 12/4/2023
SUBJECT: Mae Reatha Coleman Citizen of the Year Selection

BACKGROUND:

Resolution 2020-14 re-established the Mae Reatha Coleman Citizen of the Year Award, which was originally established in 2012.

DISCUSSION:

The nomination committee met on December 6, 2023 to select a candidate from the submitted nominations. The presentation of the award shall take place at a ceremony prior to the January 8, 2024 City Council meeting.

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

Budgeted item.

RECOMMENDED ACTION

Request a motion to approve the selection of the nomination committee for the Mae Reatha Coleman Citizen of the Year 2023 Award.

Attachments

None