



**CITY COUNCIL REGULAR MEETING
AUGUST 26, 2024
6:00 P.M.
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.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Pastor Noah Clifton of Pillar Church
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. Approval of City Council Regular Meeting Minutes of August 12, 2024
 - 6.2. Approval of the CRA/City Council Joint Special Meeting Minutes of August 12, 2024
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 1973, Comprehensive Fee Schedule Amendment
- 8. Ordinances on First Reading**
- 9. Resolutions**
 - 9.1. Resolution 2024-10 Vacation of Vineyard Village Alley
 - 9.2. Resolution 2024-15 City Government Week
- 10. Action Items**
 - 10.1. Water Tower Contract Award
- 11. City Clerk Report**
- 12. City Manager Report**
 - 12.1. Financial Update - Finance Director
- 13. Comments from the Mayor and Council**
- 14. Comments from the Audience**
- 15. Adjournment**

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. 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 Girard, 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. All 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: August 26, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 8/12/2024
SUBJECT: Pastor Noah Clifton of Pillar Church

BACKGROUND:

Area churches are invited to provide the Invocation on a routine basis.

DISCUSSION:

Area clergy volunteer to provide an Invocation and lead the Council in the Pledge of Allegiance.

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: August 26, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Girard, City Clerk
DATE: 8/19/2024
SUBJECT: Approval of City Council Regular Meeting Minutes of August 12, 2024

BACKGROUND:

The City Council routinely approves minutes from prior meetings.

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.

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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 August 12, 2024.

Attachments

1. 08122024 City Council Regular Meeting Minutes Draft

City Council Minutes -DRAFT
August 12, 2024
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 Doug Capps. Council members: Andrew Rencich, Cynthia Brown, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. Pastor Sherrell Compton of New Life International Worship Center

The Invocation and Pledge of Allegiance was led by Pastor Sherrell Compton of New Life International Worship Center.

3. Open Policy Making and Legislative Session

Mayor JB Whitten declared a quorum was present.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Joe Blocker to approve the agenda, as presented.

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

5. Presentations and Reports

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Cynthia Brown to approve the Consent agenda, as presented.

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

In response to Councilmember R. Bullard regarding Item 3, the sublease, City Attorney J. Holloway explained the sublease is a facility use agreement.

6.1. MOU Approval List

6.2. TO 2024-4 Civic Area Lift Station and Collection System Design

6.3. Sublease to Big Brothers Big Sisters

6.4. Approval of City Council Regular Meeting Minutes of June 24, 2024

6.5. Approval of the City Council Budget Special Meeting Minutes of July 8, 2024

- 6.6. Approval of the City Council Budget Workshop and Special Meeting Minutes of July 15, 2024

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1973, Comprehensive Fee Schedule Amendment

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1973, Comprehensive Fee Schedule Amendment on 1st Reading. He highlighted the changes and asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Girard read Ordinance 1973 aloud: An Ordinance of the City of Crestview, Florida, Providing for an Update to the Comprehensive Fee Schedule; Providing for Certain Future Fee Schedule Updates by Resolution; 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 and from the public. In hearing none, he called for action.

Motion was made by Councilmember Joe Blocker and seconded by Councilmember Cynthia Brown to approve Ordinance 1973 on 1st 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.

8.2. Ordinance 1974- General Employees Retirement Board - Early Retirement Window
City Manager Tim Bolduc presented Ordinance 1974, General Employees Retirement Board - Early Retirement Window on 1st Reading.

City Manager T. Bolduc explained the amendment is a one-time "25 and out" program which will give General Employee Retirement Plan members who are under age 55 but have more than 25 years of service an opportunity to retire without penalty. He added four employees currently qualify. He then asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Girard read Ordinance 1974 aloud: An Ordinance of the City of Crestview Further Amending the City of Crestview General Employees' Retirement Plan; Amending Section 6 Benefit Amounts and Eligibility, Subsection 4 Early Retirement Benefit by Adding Subsection C to Provide for A One-Time Early Retirement Window; Providing for Inclusion In the Code; Providing for Severability; Providing for A Repealer; 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 Councilmember Joe Blocker and seconded by Councilmember Cynthia Brown to approve Ordinance 1974 on 1st 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

9.1. Resolution 2024-9 2024-2025 CDBG Annual Action Plan

CDS Planning Administrator Nicholas Schwendt presented Resolution 2024-9 -2024-2025 CDBG Annual Action Plan to the City Council. He stated the different programs are listed in the staff report. One is for the planning and administrative portion, the operational part for the Crestview Resource Center, the Crestview Manor elevator, the Church of the Nazarene dinner program and educational building, the Women's Center flooring replacement and outdoor equipment for Bridgeway Center. He then asked the City Clerk to read Resolution 2024-9 by title.

City Clerk Maryanne Girard read Resolution 2024-9: A Resolution of the City Council of the City of Crestview, Florida, Adopting the FY 2024-25 Community Development Block Grant Annual Action Plan; and Providing an Effective Date.

Mayor JB Whitten called for comment from the Council.

Councilmember C. Brown stated she was excited to see the applicants adding all are worthy recipients.

Councilmember R. Bullard said the Bridgeway Center is a good service for the community.

Councilmember A. Rencich said this topic has come up often and suggested a marketing push to let everyone know about the program.

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

Motion by Councilmember A. Rencich and seconded by Councilmember Brown to adopt Resolution 2024-9.

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

10. Action Items

10.1. TPM Ajax Contract

City Manager Tim Bolduc said the building projects and development of program initiative totals \$191,160. The first priority for Ajax and the Total Project Management Services will be the Animal Control Services building. We will get a professional assessment of the building.

City Manager Tim Bolduc stated a list is in the staff report of the facilities that they will be looking at, and we will assess what we currently have. When it comes to the Sports Complex we will have data analysis and obtain public input.

Mayor JB Whitten called for comment from the Council.

In response to Councilmember C. Brown on whether the donation of money for the Animal Control Building will be impacted, City Manager T. Bolduc replied the assessment would not impact the donation.

Councilmember Joe Blocker asked about the prioritizing of the buildings, and City Manager T. Bolduc replied that the scope of the remodel for Animal Control and both Public Safety, Public Services and Fire House one and two will be assessed first.

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

Motion by Councilmember Cynthia Brown and seconded by Mayor Pro-tem Doug Capps to accept the proposal from Ajax Building Company and proceed with executing the AIA C171 Standard Form of Agreement for Phase 1 of the Construction Total Project Management services.

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

10.2. Community Service Aide for Downtown

Chief of Police Stephen McCosker requested to use the funds from the CRA to fund a community service aide. This position will not be an officer but will be specially trained. He referenced specific concerns for safety in the downtown area and stated a police officer hire would be more expensive. The price includes the vehicle, computer, uniform and benefit package. City Manager Tim Bolduc added the budget amount is \$124,347.

Mayor JB Whitten called for comment from the Council.

Councilmember C. Brown said she is not opposed but would prefer an officer.

Councilmember R. Bullard said an aide is needed as vandalism has been a problem. A benefit of having a community service officer is the aide will be able to walk around and speak to everyone.

Mayor Pro-tem C. Capps asked about the hours, and Chief S. McCosker said the

hours will be flexible, as the aide will be a liaison with the business community. We are working on the policing in the later hours because of the vandalism.

Councilmember A. Rencich asked if it will be one designated person and Chief McCosker replied that it would be ideal for just one person, however, cross-training will be done, as we have four aides.

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

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Ryan Bullard to approve the funding of a full-time Community Service Aide through a combination of the general fund and the CRA fund dollars.

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

10.3. Preliminary Plat – Garden Villas Townhomes Phase II

CDS Planning Administrator N. Schwendt mentioned the plat for the subdivision proposed to the southeast of the intersection of Jones Road and Third Avenue, and south of Phase I. It is proposed as 30 lots across 2.2 acres, with connection to both Jones Road to Third Avenue. Any minor comments that are outstanding will not affect the layout or scope proposed in the preliminary plat, however, should there be any changes to this document that do affect the layout or scope proposed, it will be brought back to the City Council for review.

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

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Joe Blocker to approve the preliminary plat for Garden Villas Townhomes Phase II.

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

10.4. Preliminary Plat – Valley Road Townhomes

CDS Planning Administrator N. Schwendt stated this plat is for the subdivision proposed to the north-west of the intersection of Valley Road and E. First Avenue, directly east of Durell Lee Park. The subdivision proposes a connection on E. First Avenue, containing a block of twelve townhouse lots, as well as two connections to Valley Road that provide access to the remaining 94 lots, for a total of 106 lots across 18.58 acres. Any minor comments that are outstanding will not affect the layout or scope proposed in the preliminary plat. Should there be any changes to this document that do affect the layout or scope proposed, however, it will be brought back to Council.

Mayor JB Whitten called for comment from the Council.

Councilmember C. Brown stated she appreciates his work.

Mayor JB Whitten called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Joe Blocker to approve the preliminary plat of the Valley Road Townhomes.

Roll Call: Ayes: 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 Girard mentioned the statistics are in the staff report adding she was appointed for the second year to the Florida Association of City Clerks (FACC) Professional Education Committee and for the fourth term on the Resolutions Committee.

She mentioned that Natasha Peacock had attended the FACC 2024 Summer Conference program and her update is in the staff report.

City Clerk M. Girard also reminded the City Council to let her know as soon as possible if they would be attending the Homecoming Parade on Friday, October 4th.

11.2. Citizen of the Year nominations are due by November 1, 2024

City Clerk Maryanne Girard reminded the City Council to submit the name of their selection to serve on the committee for the Citizen of the Year by the next City Council meeting.

11.3. Appointment of Member to the Police and Fire Retirement Board

City Clerk Maryanne Girard stated that the Police and Fire Retirement Board has a vacancy since Mr. Conner resigned. The vacancy was advertised, and we received an eligible application. She requested that the City Council appoint April Rencich to serve out the remaining term which expires December 6, 2025.

Mayor JB Whitten called for comment from the Council.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Cynthia Brown to nominate April Rencich to serve on the Police and Firefighters' Retirement Board.

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

12. City Manager Report

City Manager T. Bolduc announced that the budget meetings are scheduled for September 16th and 23rd at 5:15 p.m., adding the workshops were cancelled.

He mentioned that the custom-made playground equipment is going in at Wilson Street. He added the equipment has been removed from Twin Hills Park. We are trying to get the contractor to start earlier than scheduled. The duck poop on the Splash Pad is an issue, but

our team is working on it. We are pressure washing on a regular basis. We will add a fence to try to limit the ducks getting to the splashpad.

In response to Councilmember A. Rencich regarding the splashpad design, City Manager T. Bolduc replied that the water is treated. However, it is a real concern, and we are addressing it.

City Manager T. Bolduc apologized for the miscommunication at the Chambers breakfast, regarding the removal of the camera at the splashpad. He addressed the vandalism at the park stating the plan is to install cameras for a long-term solution. Discussion ensued on returning the camera as a temporary solution because of the vandalism, and the reliability of the camera surveillance. City Manager T. Bolduc explained that the temporary camera was a trail camera and was set to record when the park was closed.

In response to Councilmember R. Bullard, City Attorney Jonathan Holloway said the camera footage is public advising there is problem if we are unable to store the footage.

City Manager T. Bolduc stated the project on Main Street is going well. We have different elevations up and down Main Street, as our goal was to provide accessible entrance into the building. He would like to pursue not allowing semi-trucks on Main Street. The intersections are designed for pedestrian activity, so he would like to develop loading zones to the back of the businesses. We have had damage already and today we had a semi-truck blocking Main Street.

There was consensus from the Council to pursue a plan.

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmember A. Rencich mentioned Early Voting has started.

Councilmember R. Bullard asked about the roofing and A/C on the gym, and City Manager T. Bolduc replied that the roofing is completed but an assessment is going to be done prior to the a/c replacement. Ajax will do the total project management, make the assessment, and provide the city with data.

Councilmember R. Bullard also asked about moving the ducks from the park, and City Manager T. Bolduc responded that we are pursuing ways to reduce population growth.

Councilmember C. Brown asked about others using the animal control facilities, suggesting assessing fees for a bigger building. She also mentioned the “Night at the Museum” event this Friday. She asked the community to support the events.

Councilmember Joe Blocker asked about adding a second man in patrol cars, but Chief S. McCosker replied that the size of the community would not warrant the extra officer. He said we are able to back up our officers. It is possible that specialty units would be in a two-person unit for certain functions.

Councilmember Joe Blocker also advised asking owners on Main Street to have all deliveries made on the back side. City Manager T. Bolduc said staff will meet with the owners.

Mayor Whitten said he and the city manager will be leaving tomorrow as they will be attending the Florida League of Cities conference.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public.

Meritta Bristow and Felton Barnes thanked the Council for support of the Summer Funtastic Program. He stated he would like to continue the program in memory of his deceased wife, Dr. Naomi Barnes, who started the program. Ms. Bristow also thanked the Hope City Community Church. She added they learned there is a need for these programs.

Mae Raetha Coleman came forward to address the Council. She said she rode through the city to petition for stores years ago and is happy to see the growth. The town is growing but voiced concern that there is no color on the Council. She thanked the Council for continuing with the Mae Raetha Coleman Citizen of the Year award.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:19 p.m.

Minutes approved this __ day of __, 2024.

JB Whitten
Mayor

Maryanne Girard
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: August 26, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Girard, City Clerk
DATE: 8/19/2024
SUBJECT: Approval of the CRA/City Council Joint Special Meeting Minutes of August 12, 2024

BACKGROUND:

The City Council routinely approves minutes from prior meetings.

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.

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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 CRA/City Council Joint Special Meeting minutes of August 12, 2024.

Attachments

1. 08122024 CRACity Council Joint Special Meeting Minutes Draft

CRA/City Council Joint Special Meeting Minutes
August 12, 2024 - DRAFT
5:00 p.m.
Council Chambers

1. Call to Order

The CRA/City Council Joint Special meeting was called to order at 5:00 p.m. by Mayor JB Whitten. Members present: Doug Capps, Andrew Rencich, Cynthia Brown, Joe Blocker, Ryan Bullard, Margareth Larose-Pierre, and Linda Parker. Also present were City Manager Tim Bolduc, City Clerk Maryanne Girard, CRA Director Elizabeth Roy, City Attorney Jonathan Holloway, and staff members. Excused: Chair Nathan Boyles.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Board member Linda Parker.

3. Approve Agenda

Mayor JB Whitten called for action.

Motion by Board member Cynthia Brown and seconded by Board member Doug Capps to approve the agenda, as presented.

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

Board member R. Bullard mentioned that Board member A. Rencich stepped out briefly.

4. Action Items

4.1. Presentation by Purvis Gray - Audited Financial Statements

Board member A. Rencich returned at 5:01 p.m.

Ryan Tucker introduced himself as the Purvis Gray senior analyst. He mentioned they made the statutory deadline. The results were positive for both audits adding there was only one finding in the CRA statements.

Meagan Camp, of Purvis Gray, mentioned there were no significant deficiencies. She mentioned there has been great progress as past deficiencies have been corrected. A management letter stating no significant was noted.

Meagan Camp announced that the TIF funding finding was noted on the CRA audit, stating that the city remitted 100% distributions instead of the allotted 95%. She explained the city will monitor for future distributions.

M. Camp reviewed the highlights of each of the reports stating they had no disagreements with management. She went over the revenue and expense reporting with the GASB requirements. She explained that GASB 100 regarding accounting changes and GASB 101 on compensated absences may require updates to the way the reports are recorded in the future.

Meagan Camp mentioned the financial highlights with increases in taxes and property values. Interest has driven the interest earnings. The promissory note payment on the golf course was noted. Salary and benefit increases were noted, as well as other debts. She also explained the fluctuations in the market. She added the General Fund is in a good position.

Meagan Camp stated the CRA fund balance is approximately \$600,000. She mentioned the expenditure on the Bush House and Mobility Plan.

Meagan Camp went over the other governmental funds which includes several funds. She noted the SHIP program funding implemented this year. The balance was approximately \$2.8 million which includes the CRA.

Meagan Camp went over the enterprise funds noting the water and sewer revenue was up 16% because of the growth. She also noted the operating expenses which were driven by inflation and material costs.

Meagan Camp went over pensions, mentioning the better position for the city that is driven by market positions. She added the employee pension was 81.55% funded and Fire and Police was 81.23% funded. The goal is consistent contributions over time and is a healthy funding level. The city exceeds the actuarial contribution. However, this will change based on market fluctuations.

5. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Discussion ensued on the CRA distribution of funds. Meagan Camp explained the process, and City Manager T. Bolduc added there was a recommendation to ensure that the distribution was remitted accurately. There is no statutory requirement that we have to return the distribution. He added that the city will determine if we have remitted more to ourselves in the past to determine whether the general fund must be reimbursed. At that point when it is reviewed next year, the Council will pass a resolution to determine whether if it will be kept in the CRA fund or returned to the General Fund.

In response to Board member R. Bullard on where there is any leeway in the statute on the 95% distribution, City Attorney J. Holloway replied that the distribution can be from 55-95%, however, we approved 95% in the ordinance creating the CRA, and we gave more than the 95%. City Attorney J. Holloway said the amount equated to about \$11,000.

In response to Board member A. Rencich on the market conditions of the pension, Meagan Camp replied that the funding will fluctuate depending on the market. If the city meets the actuarial contribution consistently, the pension will be funded. She said mortality and expectant salary changes and market rates are all factored into the estimate.

City Manager T. Bolduc said we cannot control what happens in the market. We will continue to make our contributions consistently to stay ahead of it.

Board member Margaret-Larose asked about the end of September cycle reporting and course correction, and Meagan Camp said the GASB reports have noted a systematic problem throughout the state because of the minimum staffing for CPAs. She added the interim testing was started last October.

City Manager T. Bolduc mentioned the Enterprise Fund stating that it carries a rolling balance allocated to water and sewer activities. The CRA carryover fund will come down because the CRA is not necessarily intended to have a carryover. We require a reserve of 25%, but we are at 39% in the General Fund currently. He added we will be spending the funds to complete the big projects that are related to Main Street. He said funds will be designated to specific projects as we have carryover in the fund balance. Our goal is to not take more money in than we have designated for specific projects.

Meagan Camp mentioned the 39% is only the unassigned fund balance, and there is a restricted fund balance. The CRA fund balance is to be used for projects adding a plan needs to be in place for the funds.

City Manager T. Bolduc said the CRA Board has allocated the monies for certain projects.

Mayor JB Whitten commended Purvis-Gray on their professionalism. Meagan Camp stated she appreciated the staff willingness to work with the auditing team.

6. Comments from the Audience

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

7. Adjournment

Mayor JB Whitten adjourned the meeting at 5:44 p.m.

Minutes approved this __ day of __, 2024.

JB Whitten
Mayor

Maryanne Girard
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: August 26, 2024

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
DATE: 8/22/2024
SUBJECT: Ordinance 1973, Comprehensive Fee Schedule 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 originally adopted in 2020 and has been updated annually and amended as needed to provide for fee establishment of new City services and updating of some existing fees.

DISCUSSION:

Staff has allowed each department an opportunity to inspect and propose updates to their respective fees. Through this annual update, each department can ensure that its fees and fines reflect the cost of services provided, and allow each department to operate in a more efficient and fiscally responsible manner.

Due to the number of changes in the fee schedule, and for the Council's convenience, attached are both the markups to the existing Comprehensive Fee Schedule, and a clean copy of the updated document.

GOALS & OBJECTIVES

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

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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 changes proposed in the fee schedule amendment will result in a neutral impact, as the amendments proposed are required to maintain the current services provided by the City.

RECOMMENDED ACTION

Staff requests a motion to adopt Ordinance 1973 on second reading.

Attachments

1. FY 2024-25 Comprehensive Fee Schedule

ORDINANCE: 1973

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR AN UPDATE TO THE COMPREHENSIVE FEE SCHEDULE; PROVIDING FOR CERTAIN FUTURE FEE SCHEDULE UPDATES BY RESOLUTION; 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 Comprehensive Fee Schedule is hereby updated per the attached (Attachment 1).

SECTION 3 - FUTURE UPDATES OF COMPREHENSIVE FEE SCHEDULE. The Comprehensive Fee Schedule as amended by this Ordinance, and any fees found therein, may be updated by resolution of the City Council unless such fee is required to be established or updated by Ordinance per the Florida Statutes.

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. This ordinance shall become effective on October 1, 2024.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of August 2024.

Approved by me this 26th day of August, 2024.

J. B. Whitten
Mayor

ATTEST:

Maryanne Girard
City Clerk



Comprehensive Fee Schedule for Fiscal Year 2024-2025

Effective Date: October 1, 2024

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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 1/2" or less, one-sided, per page	\$0.15	Resolution 2022-21
	14" x 8 1/2" 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.	Resolution 2024-3 Moratorium effective for 12 months beginning March 1, 2024, and ending on February 28, 2025. 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

<u>Category</u>	<u>Fee Description</u>	<u>Current Rate</u>	<u>Implemented</u>
<u>Fire Department Fees</u>			
<u>Life safety annual permit</u>	<u>Hazardous Storage Inspection Fee</u>	<u>\$100.00 per hour, Minimum of 1 hour.</u>	<u>Ordinance 1973</u>
<u>Life safety plan review fees</u>	<u>Site Plan or Revised Site Plan</u>	<u>\$100.00</u>	<u>Ordinance 1973</u>
	<u>Temporary Use Structure / Site Plan</u>	<u>\$100.00</u>	<u>Ordinance 1973</u>
	<u>Mobile Vendor</u>	<u>\$60.00</u>	<u>Ordinance 1973</u>
	<u>Building Fire Plan Review</u>	<u>25% of permit fee</u>	<u>Ordinance 1973</u>
	<u>Fire Protection Review</u>	<u>50% of permit fee</u>	<u>Ordinance 1973</u>
	<u>Pre-engineered System</u>	<u>Hood/Inert Gas - \$100.00</u>	<u>Ordinance 1973</u>
	<u>Fire Alarm – per system</u>	<u>\$100.00</u>	<u>Ordinance 1973</u>
	<u>Fire Flow Test (Hydrant)</u>	<u>\$60.00</u>	<u>Ordinance 1973</u>
<u>Inspection Fees</u>	<u>Re-Inspection Fee</u>	<u>First - \$30.00</u> <u>Second - \$50.00</u> <u>Third and more - \$120.00</u>	<u>Ordinance 1973</u>
<u>* All revision review fees will be \$60.00 and will be considered an addendum fee.</u>			

Commented [NS1]: Moved from Fire Department section. Reference old section for fee revisions.

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 14.45	Ordinance 194973
	Sewer (subtract if on septic)	\$24.20 26.86	Ordinance 194973
	Garbage	\$33.98	Ordinance 1957
	Stormwater	\$2.50	Ordinance 1957
	Total	\$73.79 77.79	Ordinance 195773
	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

	Grinder Pump Monthly Fee	\$7.00	Ordinance 1973
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 Residential, Commercial or Industrial	\$150.00	Ordinance 1949
Hydrant Meter Deposit	<i>Residential, Commercial or Industrial</i>	\$1,000.00	Ordinance 1949
Hydrant Meter Installation	<i>Residential, Commercial or Industrial</i>	\$50.00	Ordinance 1949
Construction Water Deposit	<i>Residential, Commercial or Industrial</i>	\$35.00	Ordinance 1949
Cleaning Water Deposit	<i>Residential, Commercial or Industrial</i>	\$40.00	Ordinance 1949
Cleaning Water Turn On/Off Fee	<i>Residential, Commercial or Industrial</i>	\$25.00	Ordinance 1949
Vacation Turn Off/On Fee	<i>Residential</i>	\$30.00	Ordinance 1949
After Hours Service	<i>Residential, Commercial or Industrial</i>	\$75.00	Ordinance 1949
Re-Verify Service Connection	<i>Residential, Commercial or Industrial</i>	\$150.00	Ordinance 1949
Unauthorized Use Fine	<i>Residential, Commercial or Industrial</i>	\$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 \$14.45	Ordinance 1949 1973
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$2.78 \$3.09	Ordinance 1949 1973
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.84 \$3.15	Ordinance 1973 49
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$3.12 \$3.46	Ordinance 1973 57
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$3.53 \$3.92	Ordinance 1973 49
Residential Sewer	Base Fee (up to 2,000 gallons)	\$24.20 \$26.86	Ordinance 1973 49
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$7.33 \$8.14	Ordinance 1973 49
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$126.72 \$140.66	Ordinance 1973 57
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$16.15 \$17.93	Ordinance 1973 49
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$2.78 \$3.09	Ordinance 1973 49
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.84 \$3.15	Ordinance 1973 49
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$3.12 \$3.46	Ordinance 1973 49
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$3.53 \$3.92	Ordinance 1973 49
Commercial Sewer Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$26.45 \$29.36	Ordinance 1973

Commented [TW2]: Updated Utility Rates to reflect 11% Increase

Commercial Sewer	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$7,338.14	Ordinance 1973
Category	Fee Description	Current Rate	Implemented
Outside City Limits			
Residential Water	Base Fee (up to 2,000 gallons)	\$19,5321.68	Ordinance 194973
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$4,164.62	Ordinance 194973
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$4,274.74	Ordinance 194973
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$4,675.18	Ordinance 194973
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$5,285.86	Ordinance 194973
Residential Sewer	Base Fee (up to 2,000 gallons)	\$36,3440.30	Ordinance 194973
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$10,9912.20 per 1000 over 2000	Ordinance 194973
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$190,17211.09	Ordinance 195773
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$24,2226.88	Ordinance 194973
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$4,164.62	Ordinance 195773
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$4,274.74	Ordinance 194973
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$4,675.18	Ordinance 194973
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$5,285.86	Ordinance 194973
Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$39,6844.04	Ordinance 195773
	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$10,9912.20 per 1000 over 1000	Ordinance 195773
*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	\$200	Ordinance 1967
	Alcohol (Non-profit only may sell alcohol)	\$300	
	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
	2 Day Rental (1 st day up to 8 hours, 2 nd day all day)	\$400	Resolution 2020-13
Senior Center (attendant fee applies)	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
	8+ Hours	\$700	Ordinance 1967
	2 Day Rental	\$850	Ordinance 1967
	First Hour	\$50	Ordinance 1949
Library – Conference Room (rental must be made through library)	Per Hour	\$10 for Nonprofit/ \$25 for all other	Ordinance 1949
	(not to exceed \$75 per day)		
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
<u>Twin Hills Pickleball Tournament Fees</u>	<u>Deposit</u>	<u>\$50</u>	
	<u>Per Court/Day</u>	<u>\$100</u>	
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
Fairview Center (Rates include attendant to open and close)	Deposit	\$200	
	Alcohol (Non-profit only may sell alcohol)	\$300	Ordinance 1967
	City Resident: 0-4 hours	\$75	
	City Resident: 4-8 hours	\$125	Ordinance 1967
	City Resident: 8+ hours	\$175	
	Non-city Resident: 0-4 hours	\$100	
	Non-city Resident: 4-8 hours	\$150	Ordinance 1967
	Non-city Resident: 8+ hours	\$200	
Meeting Rooms	Mtg. Rooms B1 or B2: First 2 hrs. First 4 hrs. Additional Hours Capacity	\$40 \$60 \$25 25	Resolution 2020-13
	Mtg. Room B: First 2 hrs. First 4 hrs. Additional Hours Capacity	\$40 \$60 \$30 50	Resolution 2020-13
	Mtg. Room C: First 2 hrs. First 4 hrs. Additional Hours Capacity	\$40 \$60 \$30 50	Resolution 2020-13
	* Meeting Room rentals will be unavailable during Community Center Functions		
	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	
Special Event Permit	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	\$1000	Ordinance 1949

	Custodial service violation	\$200	
	Alcohol use without permit	\$300	
	Left over signage	\$5 per sign	
Category	Fee Description	Current Rate	Implemented
Entertainment/Amusement	Circus	\$300	Ordinance 1949
	Promotors	\$300	
	Carnival	\$300	
Youth Sports Registration	City Resident	\$60	Ordinance 1967
	County Resident	\$65	
	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

Commented [N53]: Fire Department fees moved under Building Department, and revised.

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
	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.	The City of Crestview does not receive any fee for these checks.
	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						
	Violation	Offence				Implemented
		1 st	2 nd	3 rd	4 th +	
Citations						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...” <i>[See Section 74-10.1(a)(2) for full scope of fee]</i>	\$500.00 per linear mile	Resolution 2020-13
Special fire services facilities fee.	“ In the event that any structure has special fire safety needs...” <i>[See Section 34-25 for full scope of fee]</i>		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		Ordinance 1949
	1 X Week	\$333.90	
	2 X Week	\$591.48	
	3 X Week	\$885.10	
	4 X Week	\$1,177.66	
	5 X Week	\$1,472.34	
	6 X Week	\$1,760.66	
Miscellaneous Garbage Fees	Dumpster delivery fee (including swaps)	\$159.00	Ordinance 1957
	Dumpster Latches	\$15.90	
	Dumpster Casters (2&4 yard only)	\$15.90	
	Dumpster Gate Access Fee	\$21.20	
	Commercial Extra Lifts/Yard	\$15.90	
	Dumpster Over Filled Fee	\$79.50	
	Residential Bear Latches	\$3.82 per month	
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]		Resolution 2020-13
	<i>Per violation of state penal criminal statute or municipal ordinance</i>	\$3.00	
	<i>Per every bond estreature or forfeited bail bond related to such penal statute or penal ordinance</i>	\$2.00	
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: August 26, 2024

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, CDS Planning Administrator
DATE: 8/22/2024
SUBJECT: Resolution 2024-10 Vacation of Vineyard Village Alley

BACKGROUND:

Staff has been working to establish clear ownership of the entirety of the Vineyard Village property, for the purposes of turning the property over to the affordable housing developer. Staff has taken all of the steps necessary to establish clear ownership, including ownership of the 20' wide alley on the property, but must formally vacate the alley before it can be conveyed to the developer.

DISCUSSION:

Previously, staff took the steps necessary to establish the City's ownership of the 20' alley on the Vineyard Village property. Now, prior to being able to convey the alley, along with the rest of the property, to the developer, the City must formally vacate the alley. The attached Resolution serves to formally vacate this alley.

As required by the Land Development Code, this property was posted on August 12th, 2024.

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 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

There is no anticipated financial impact resulting from the adoption of this resolution.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2024-10.

Attachments

None

RESOLUTION: 2024- 10

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, VACATING AND ABANDONING A SPECIFIC PORTION OF AN UNNAMED ALLEY LYING BETWEEN LOTS 6, 7, 14 AND 15, BLOCK 133 OF THE TOWN OF CRESTVIEW PLAT, MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING FOR RECORDING OF THIS RESOLUTION WITH THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City, owns the entirety of an unnamed alley within Block 133, Town of Crestview, all the land lying directly east of, and abutting, the below-described portion of the alley, and all but the northernmost 50.2 feet of property lying directly west of, and abutting, the below described portion of the alley; and

WHEREAS, the City has determined that there is no public need for the portion of the alley that is to be vacated; and

WHEREAS, the City does not have utilities on, over or under the portion of the alley sought to be vacated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – VACATION OF ALLEY. The City hereby closes, vacates, and abandons a portion of an unnamed alley, as described below:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 133, TOWN OF CRESTVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 72, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF FIELD AVENUE A DISTANCE OF 65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 20 FEET; THENCE RUN NORTH PARALLEL TO THE EAST LOT LINE OF SAID LOT 14 A DISTANCE OF 300 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BOWERS AVENUE; THENCE RUN EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 20 FEET; THENCE RUN SOUTH PARALLEL TO THE EAST LOT LINE OF SAID LOT 14 A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 133, TOWN OF CRESTVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 72, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF FIELD AVENUE A DISTANCE OF 65 FEET; THENCE RUN NORTH PARALLEL TO THE EAST LOT LINE OF SAID LOT 14 A DISTANCE OF 300 FEET TO THE RIGHT OF WAY LINE OF WEST BOWERS AVENUE AND TO THE POINT OF BEGINNING; THENCE RUN WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BOWERS AVENUE A DISTANCE OF 20 FEET; THENCE RUN SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 14 A DISTANCE OF 50.2 FEET; THENCE RUN EAST PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF BOWERS AVENUE A DISTANCE OF 20 FEET; THENCE RUN NORTH

PARALLEL TO THE EAST LOT LINE OF SAID LOT 14 A DISTANCE OF 50.2 FEET TO THE POINT OF BEGINNING.

SECTION 2 – RECORDING. Upon passage, the City Clerk is directed to record a copy of this Resolution in the Public Records of Okaloosa County, Florida.

SECTION 3 – EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

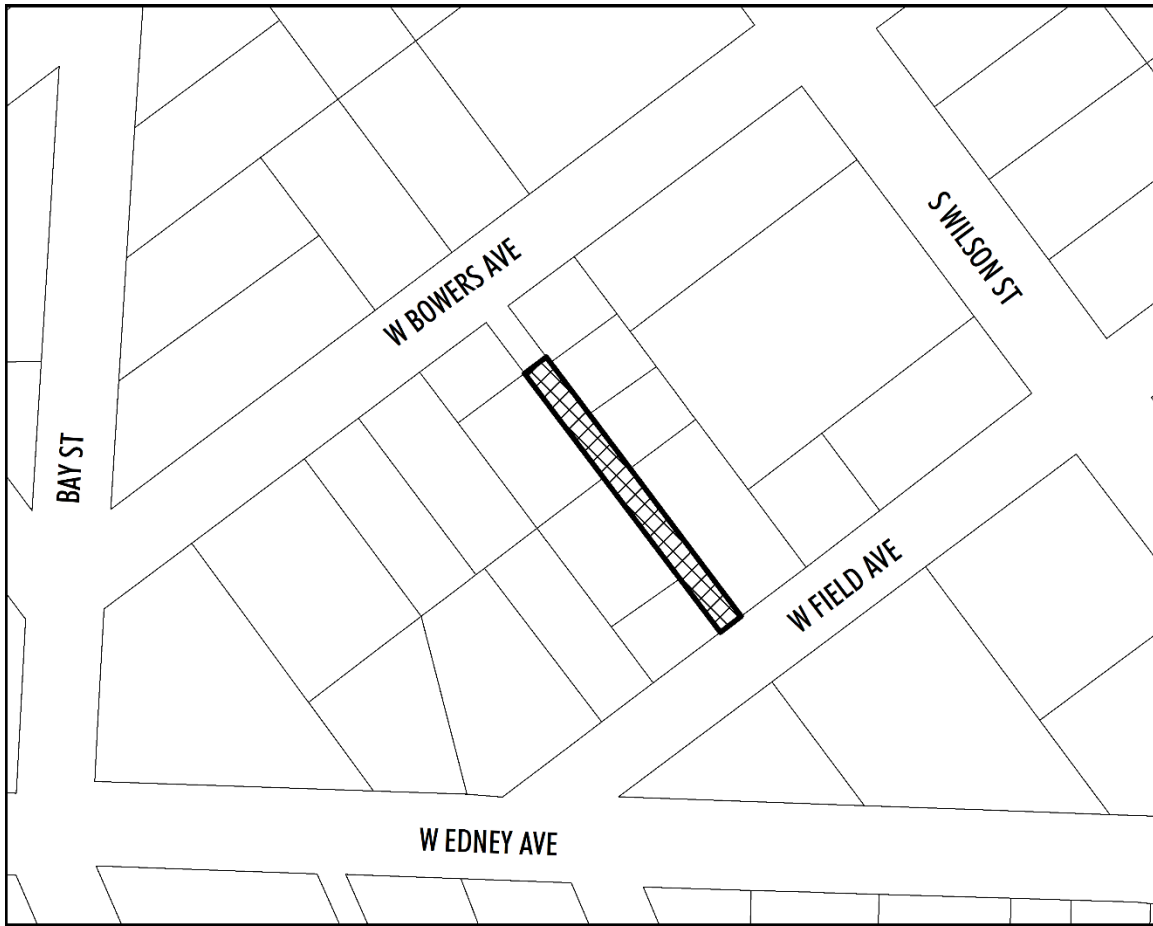
Adopted by the City Council of Crestview, Florida on the 26th day of August, 2024.

APPROVED:

ATTEST:

J. B. Whitten
Mayor

Maryanne Girard
City Clerk





Staff Report

CITY COUNCIL MEETING DATE: August 26, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 8/22/2024
SUBJECT: Resolution 2024-15 City Government Week

BACKGROUND:

Each year, during October, the City of Crestview participates in activities to show unity and to further educate ways municipal governments provide service to the community. This year, City Government Week is scheduled for the week of October 21- 27, 2024. Activities have been scheduled for the City Council and Mayor Whitten to participate in throughout the week, which is attached to the staff report. A resolution to confirm these activities to promote City Government Week is also attached.

DISCUSSION:

The Mayor requests Council members' participation in Government Week to better serve 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

Expenditures related to Government Week have been budgeted in the Special Events Division. AC #001.0420.572.48.01.

RECOMMENDED ACTION

Mayor JB Whitten requests a motion to approve Resolution 2024-15 Recognizing October 21-27 as City Government Week.

Attachments

1. Government Week schedule

RESOLUTION: 2024- 15

RESOLUTION 2024-15

**A RESOLUTION OF THE CITY OF CRESTVIEW RECOGNIZING
FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21- 27, 2024, AND
ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION
AND CORRESPONDING ACTIVITIES**

WHEREAS, City government is the government closest to most citizens and the one with the most direct daily impact upon its residents and

WHEREAS, Municipal government provides services and programs that enhance the quality of life for residents, making their city their home and

WHEREAS, City government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities and

WHEREAS, City government officials and employees share the responsibility to pass along the understanding of public services and their benefits and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through various activities.

NOW, THEREFORE, BE IT RESOLVED BY MAYOR JB WHITTEN AS FOLLOWS:

1. That the City of Crestview encourages all citizens, city government officials, and employees to participate in events that recognize and celebrate Florida City Government Week.
2. That the City of Crestview encourages educational partnerships between city government and schools, as well as civic groups and other organizations.
3. That the City of Crestview supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

ADOPTED this 26th day of September 2024.

JB Whitten, Mayor

ATTEST:

Maryanne Girard, City Clerk

Government Week

October 21-27,2024

Monday- 10/21

Council meeting- 5:30 p.m.

- Recognition of members on our boards
 - Planning Board
 - Historic Preservation Board
 - Fire & Police Benefits Board
 - Citizens Advisory Committee
 - CRA
 - Citizen of the Year board
 - General Retirement Board
- Needed:
 - Certificates for each member & JB will coin them.
 - Refreshments

Shae will get with Maryanne and Natasha for the names; Melissa will get with Natasha and Maryanne for the refreshments

Tuesday- 10-22

Hotspot at the library 6:00 p.m.- 7:00 p.m.

Topic: City Government

[To be streamed/ recorded]

Shae will do the audio and visual

Wednesday 10/23

Serve & Connect

- JB would like to serve the community at one of our local eateries while connecting with them and being open to their questions and conversations. He wants to include the council members in this venture.
 - ~~Eagles Nest~~ [including a City of Crestview trivia w/ prizes]?

We may need to redirect this idea to a different location. After getting in touch with Eagles Nest they said that while they would be enthusiastic to accommodate us, the “meeting” room will be unavailable this evening. This means it might have to be held outside.

Government Week

October 21-27,2024

Thursday 10/24

Spirits of Crestview

- Held on Main Street
 - Promotion is needed
 - Crowd control
 - Porta Potty
 - Audio

Melissa, Brian, and Debi will head this up
--

Friday 10/25

CHS Students

- There are no Home Football games after 10/04. Principal Hayden is looking into other athletic games that the council could participate in. We will have students from France visiting.

Saturday 10/26

Fall Festival

Sunday 10/27

Individual Prayers over the city

- JB will ask the Pastors to pray over the city individually during their services.



Staff Report

CITY COUNCIL MEETING DATE: August 26, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 8/22/2024
SUBJECT: Water Tower Contract Award

BACKGROUND:

Water Tower #7 will be on the next Northwest Crestview Bypass. It will be located on the Okaloosa County School Board property on an easement. The tower is required to provide water for Foxwood Estates and the new K-8 School that is being built on the Northwest Crestview Bypass.

DISCUSSION:

The City posted an Invitation to Bid for water tower #7. Three bids were received and opened in the Council Chambers on August 5, 2024. The three proposers were Landmark Structures, Phoenix Fabricators and Erectors, and Caldwell Tanks, Inc. Of these three, Landmark Structures was the lowest bidder at a total cost of \$4,824,000.

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 cost of this project is \$4,824,000, which is available in the current year's budget. The City has been approved for SRF funding for this project and expects to utilize SRF funds for construction costs.

RECOMMENDED ACTION

Staff respectfully requests a motion to award the contract to Landmark Structures in the amount of \$4,824,000.

Attachments

1. Caldwell Tanks Inc Bid Submittal
2. Landmark Structures Bid Submittals
3. Phoenix Fabricators and Erectors Bid Submittal

ARENA ROAD WATER TANK

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

The City of Crestview, Florida

198 Wilson St. North
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 period of time after the Bid opening as stated in the Advertisement for Bids, 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	6/25/2024
2	6/26/2024
3	7/17/2024
4	7/26/2024
5	8/1/2024

B. Bidder has visited the Site 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. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. 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 anything 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 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
1.	Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Arena Road Water Tank, including all work shown on the Drawings and/or specified.		Lump Sum		\$5,589,000

BID TOTAL, ITEM 1, INCLUSIVE, THE AMOUNT OF Five million Five Hundred Eighty Nine thousand DOLLARS (\$ 5,589,000.00).

Bidder acknowledges Unit Prices have been determined in accordance with Paragraph 11.03.C of the General Conditions.

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 14.07 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. Bid Bond
 - B. Statement of Bidders Qualifications
 - C. Non-Collusion Affidavit of Prime Bidder
 - D. Corporate Certificate
 - E. Contractor's License Certification
 - F. Certification By Proposed Prime or Subcontractor Regarding Equal Employment Opportunity
 - G. Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - H. Appendix A, D, E, Section 00 74 00, Supplementary Conditions, State Revolving Fund Program
 - I. Section 00 45 41 - Crestview - 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

9.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attest: _____
(Notary)

Name (typed or printed): _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Attest: _____
(Signature of another Partner)

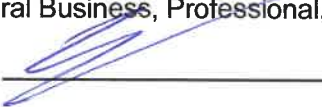
Name (typed or printed): _____

A Corporation

Corporation Name: Caldwell Tanks, Inc. (SEAL)

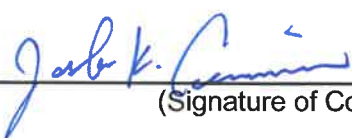
State of Incorporation: Kentucky

Type (General Business, Professional, Service, Limited Liability): General Business

By: 
(Signature)

Name (typed or printed): Eric W. Monske

Title: Sales Manager
(CORPORATE SEAL)

Attest: 
(Signature of Corporate Secretary)

Name (typed or printed): Joshua K. Cummins, CFO, Assistant Secretary

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner)

Name (typed or printed): _____

Title: _____

(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.)

All Bidders shall complete the following:

Bidder's Business address: 4000 Tower Road
Louisville, KY 40219

Phone: (502) 964-3361 Facsimile: (502) 966-8732

Primary Contact: Eric W. Monske, Sales Manager

Primary Contact E-mail: sales@caldwelltanks.com

Submitted on: August 5, 2024

This document was prepared in part from material (EJCDC C-410 Suggested Bid Form for Construction Contracts) which is copyrighted as indicated below:

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **CALDWELL TANKS, INC.**, Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

KEVIN J. GALLAGHER
PATRICK A. SMITH
ERIC W. MONSKE
MICHAEL BOODT
KENDAL ECKERT

WILLIAM A. STETZLER
SHANNON MCKAMEY
CONRAD R. SPANGLER, III
MARIA YUHAS

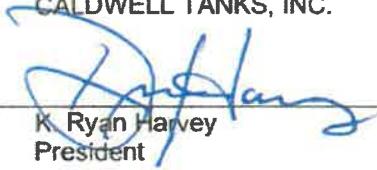
This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, **CALDWELL TANKS, INC.** has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Assistant Secretary this 7th day of May, 2024.

ATTEST:

(SEAL) _____

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

CALDWELL TANKS, INC.
BY: 
K. Ryan Harvey
President

On this 7th day of May, 2024, before me personally appeared K. Ryan Harvey, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(SEAL) _____

STATE OF KENTUCKY)
9/25/2027) SS:
COUNTY OF JEFFERSON)

BY: 
Carolyn Elaine Burke
Notary Public, State at Large
MY COMMISSION EXPIRES 9/25/2027
COMM #: KYNP 78518

I, Joshua K. Cummins, Assistant Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 5th day of August, 2024.

(SEAL) _____

BY: 
Joshua K. Cummins, Assistant Secretary
Caldwell Tanks, Inc.



GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

Caldwell Tanks, Inc.

4000 Tower Road

Louisville, KY 40219

SURETY:

(Name, legal status and principal place of business):

Great American Insurance Company

301 E. Fourth Street

Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

City of Crestview

198 North Wilson Street

Crestview, FL 32536

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

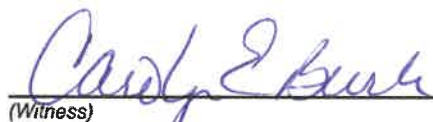
ITB 24-07-23-PS Arena Road 750,000 Gallon Water Tank

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2024.


(Witness)


(Witness) Deshawn Beckford



Caldwell Tanks, Inc.

(Principal)

(Seal)

By:

(Title) Eric W. Monske, Sales Manager

GREAT AMERICAN INSURANCE COMPANY

(Surety)

By:

(Attorney-in-Fact) Michelle Anne McMahon

(Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWELVE

No. 0 22277

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JONATHAN GLEASON	JENNIFER GODERE	ALL OF
NICHOLAS MILLER	JOSHUA SANFORD	HARTFORD, CONNECTICUT
SARAH MURTHA	MICHELLE ANNE MCMAHON	
DORITZA MOJICA	GENTRY STEWART	
CONNOR WOLPERT	JENNIFER GAIL GODERE	
RICHARD HACKNER	KATHRYN PRYOR	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of FEBRUARY, 2022



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 2ND day of FEBRUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

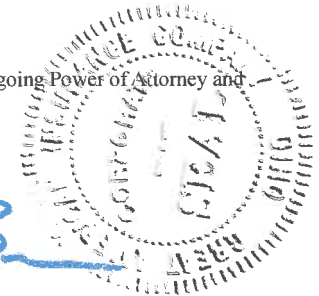
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of August, 2024



My L C. B.

Assistant Secretary



Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. (Sample "Project Information Form" contained at the end of this Section.)

1. Name of Bidder: Caldwell Tanks, Inc.
2. Permanent main office address and phone number: 4000 Tower Road
Louisville, KY 40219 Phone Number: (502) 964-3361
3. When organized: 1887
4. If a Corporation, where incorporated: Kentucky on 2/1/1892
5. How many years have you been engaged in the contracting business under your present firm or trade name? 55 years (previously named W.E. Caldwell Co.)
6. Contracts on hand. (Complete a "Project Information Form", or provide same required information in a similar format, for each Contract on hand.) See attached
7. General description of type of work performed by your company: See attached
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. (Complete a "Project Information Form", or provide same required information in a similar format, for each Project listed.) See attached
11. Names, background and experience of the principal members of your organization, including officers:

Name	Position	Years Experience
<u>K. Ryan Harvey</u>	<u>President & CEO</u>	<u>26 years</u>
<u>Kevin J. Gallagher, PE</u>	<u>Vice President</u>	<u>29 years</u>
<u>Michael R. Shaffer</u>	<u>Chief Operating Officer</u>	<u>27 years</u>
<u>Tony Burke</u>	<u>Director-Engineering</u>	<u>36 years</u>
<u>Timothy "Quintin" Ogle</u>	<u>Director-Steel Construction</u>	<u>26 years</u>
<u>Wilson Frazier</u>	<u>Director-Environmental Health & Safety</u>	<u>35 years</u>
<u>Greg Milburn</u>	<u>Director-Quality Assurance</u>	<u>26 years</u>

Resumes attached

Statement of Bidder's Qualifications

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, Eric W. Monske, certify that I am Sales Manager of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER: Caldwell Tanks, Inc.

By: 

(name signed)

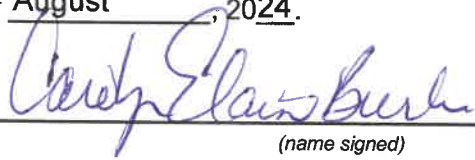
Eric W. Monske

(name printed or typed)

Title: Sales Manager

Date: August 5, 2024

Subscribed and sworn to me this 5th day of August, 2024.

NOTARY PUBLIC: 

(name signed)

Carolyn Elaine Burke, State At Large, KY

(name printed or typed)

Commission Expires: September 25, 2027

Comm #: KYNP 78518

(Date)

(SEAL)

Project Information Form

Project Title: See attached partial listing of CETs constructed

Project Description: _____

Major Subcontractors: See attached listing of Subcontractors proposed for this project

Major Suppliers: See attached listing of Suppliers regularly used in tank construction

Project Owner:

- Owner Name: _____
- Contact Person: _____
- Phone Number: _____

Engineer/Construction Manager:

- Company Name: _____
- Contact Person: _____
- Phone Number: _____

Contract Amount:

- Initial: _____
- Final: _____

Contract Time

- Initial: _____
- Final: _____
- Completion Date: _____

END OF SECTION



Water - Energy - Industrial

STATEMENT OF BIDDER'S QUALIFICATION

Contracts On Hand:

Approximately 100 contracts are presently being worked with a work-on-hand value of \$123,000,000.00. The capacity of tanks in progress range from 50,000 gallon to 3,000,000 gallon. This is a normal backlog well within our range of financial resources and fabrication and erection capabilities. If more specific information is required, we will be happy to furnish.

General Character of Work Performed:

The design, fabrication and erection of welded steel elevated and ground water storage tanks.

More Important Contracts:

(See attached)

Major Equipment:

Caldwell Tanks owns and maintains all permanent plant and field equipment necessary to manufacture and erect elevated and ground steel storage tanks.

Plant Equipment includes:

1500 ton Hydraulic Press for dishing spheroidal segments and transition segments; Plate Rolls for cylindrical and conical segments; Wheelabrator Blast Cleaning Equipment and necessary 10 ton overhead shop cranes, weld machines, etc., in a 200,000 square foot fabrication plant.

Field Equipment includes:

3 Cranes, 32 pickers and 44 construction vans equipped with generators, compressors, weld machines, small tools, and safety equipment, center mast, and 3 drum hoists specifically designed for construction of single pedestal and multi-column elevated water tanks.

Statement of Experience of Similar Work:

(See attached)

Principal Members and Work Experience:

K. Ryan Harvey	President	26 years	Admin/Engineering
Kevin J. Gallagher	Vice President	29 years	Sales/Engineering
Tony Burke	Director-Engineering	36 years	Engineering
David Francis	Director-Operations	32 years	Civil Construction
Michael R. Shaffer	Director-Steel Construction	27 years	Steel Construction
Wilson Frazier	Director-Environmental Health & Safety	35 years	Safety
Scott McIntire	Director-Quality Assurance	43 years	Project Management Quality Assurance

Resumes Attached

Bank Reference:

Stock Yards Bank & Trust
Attn: Joe Morrison, Relationship Manager
1040 East Main Street
Louisville, Kentucky 40206
(502) 625-9162

4000 Tower Road
57 East Broad Street

Louisville, KY 40219
Newnan, GA 30263

P: 502-964-3361
P: 770-253-3232

F: 502-966-8732
F: 770-251-9253



Water - Energy - Industrial
IMPORTANT CONTRACTS

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
2,000,000 Composite 106' HWL CTI #: E-9137	City of Kearney 18 East 22 nd Street Kearney, NE 68847 Lauren Brandt Phone (308) 233-3215 Fax (308) 234-6399	Miller & Associates, Cons. Eng, PC 1111 Central Avenue Kearney, NE 68847 Chris A. Miller, PE Phone (308) 234-6456 Email: cmiller@miller-engineers.com	7/24 \$4,973,000.00
3,000,000 Composite 84'9" HWL CTI #: E-8709 Shawnee, KS	Water District No. 1 of Johnson County 10747 Renner Boulevard Lenexa, KS 66219 Hanley Barker Phone (913) 895-5500	Black & Veatch Engineers, Inc. 8400 Ward Parkway Kansas City, MO 64114 Judy Winger Phone (913) 458-2000 Fax (913) 458-3511	4/23 \$4,947,000.00
2,500,000 Composite 211' HWL CTI #: E-8969 Union Co., SD	Lewis & Clark Regional Water System 46986 Monty Street Tea, SD 57064 Troy Larson Phone (605) 368-2400 Fax (605) 336-8696	Banner Associates, Inc. 409 22 nd Avenue South Brookings, SD 57006 Kristen Bisgard, PE Phone (605) 692-6342 Fax (605) 692-5714	11/23 \$6,773,000.00
2,000,000 Composite 172' HWL CTI #: E-8954	Water District No. 1 of Johnson County 10747 Renner Blvd. Lenexa, KS 66219 Hanley Barker, PE (913) 895-5500	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114 Trevin B. Heisey (816) 708-6331	12/21 \$5,352,400.00
2,500,000 Composite 130' HWL CTI #: E-8979	City of South Sioux City, NE 1615 First Avenue South Sioux, NE 68776 Nanci Walsh (402) 494-7500	Olsson Associates 1707 Dakota Avenue South Sioux City, NE 68776 Taylor Kube (402) 494-3059	12/21 \$5,472,000.00
250M Pedesphere 97'9" HWL CTI #: E-8576	Port Washington Water District 38 Sandy Hollow Road Port Washington, NY 11050 Paul J. Granger, PE (516) 767-0171	D&B Engineers & Architects 330 Crossways Park Drive Woodbury, NY 11797 Michael Savarese (516) 364-9890	3/21 \$4,776,000.00
3,000,000 Composite 84'-9" HWL CTI #: E-8709 Shawnee, KS	Water District #1 of Johnson County, KS 10747 Renner Boulevard Lenexa, KS 66219 Hanley Barker Phone (913) 895-5500	Black & Veatch Engineers, Inc. 8400 Ward Parkway Kansas City, MO 64114 Judy Winger Phone (913) 458-2000 Fax (913) 458-3511	5/20 \$4,947,000.00
1,000,000 Composite 118' HWL CTI #: E-8533 Central Zone Tank	City of Stillwater-Water Util. Dept. 723 South Lewis Stillwater, OK 74074 Elizabeth Chrz Phone (405) 742-8320 Fax (405) 742-8324	CH2M Hill 401 S. Boston Avenue, Suite 330 Tulsa, OK 74103 Lars Ostervold Phone (972) 980-2170 Fax (918) 584-5826	1/20 \$2,800,000.00

4000 Tower Road
SAL-FRM-05 SIMILAR PROJECTS
Rev 0

Louisville, KY 40219

P: 502-964-3361

F: 502-966-8732

Approved: 9/6/2018

Page 1 of 3



Water - Energy - Industrial
IMPORTANT CONTRACTS

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
1,000,000 Composite 130' HWL CTI #: E-8534 44 th Avenue Tank	City of Stillwater-Water Util. Dept. 723 South Lewis Stillwater, OK 74074 Elizabeth Chrz Phone (405) 742-8320 Fax (405) 742-8324	CH2M Hill 401 S. Boston Avenue, Suite 330 Tulsa, OK 74103 Lars Ostervold Phone (972) 980-2170 Fax (918) 584-5826	1/20 \$2,614,000.00
2,000,000 Composite 145' HWL CTI #: E-8484 For DC Water Washington, DC	GC: Ulliman Schutte Construction, LLC 7615 Standish Place Rockville, MD 20855 David Bourdeau Phone (301) 545-0750 E-mail: dbourdeau@ullimanschutte.com	Whitman, Requardt & Associates 801 South Caroline Street Baltimore, MD 21231 Phone (410) 235-3450 Fax (410) 243-5716	5/19 \$2,293,139.00
2,000,000 Composite 128'6" HWL CTI #: E-8494 Pasadena, MD	Anne Arundel County Heritage Office Complex, 3 rd Floor 2660 Riva Road Suite 120 Annapolis MD 21401 James Howard, PE Phone (410) 222-7620 Fax (410) 222-7624	O'Brien & Gere Executive Plaza III, Suite 304 11350 McCormick Road Hunt Valley, MD 21031 Narayan Venkatesan, PE Phone (410) 771-3005 x16 Fax (410) 771-3811	5/19 \$4,176,000.00
(26) FBDR & (15) FBCR, SS & CS	Fluor / Technip Sasol Chemicals Westlake, LA John Baird Phone (832) 783-6363 Email: john.baird@fluor.com	Fluor / Technip Sasol Chemicals Westlake, LA John Baird Phone (832) 783-6363 Email: john.baird@fluor.com	12/18 \$42,000,000.00
2,000,000 Composite 154' HWL CTI #: E-8437	City of St. Charles 200 North Second Street St. Charles, MO 63301 Coralie Steuber Phone (636) 949-3200 Fax (636) 940-4601	Woodard & Curran, Inc. 1520 S. Fifth Street, Ste 306 St. Charles, MO 63303 Jason Dennis, PE Phone (314) 616-7365	8/18 \$5,220,000.00
2,000,000 Composite 153'6" HWL CTI #: E-8234	City of New Albany 99 West Main Street New Albany, OH 43054 Joseph Stefanov Phone (614) 855-0076 Fax (614) 855-8583	EMH&T 5500 New Albany Road Columbus, OH 43054 Shane Spencer, PE Phone (614) 775-4500 Fax (614) 775-4800	4/18 \$4,851,750.00
1,000,000 Composite 144'6" HWL CTI #: E-8303 Bullitt Co., KY	Louisville Water Company 550 South Third Street Louisville, KY 40202 Renee Fromme, Buyer Phone (502) 569-3600 Fax (502) 569-3691	Louisville Water Company 550 South Third Street Louisville, KY 40202 Bart Potts, PE Phone (502) 569-3600 ext 2412 Fax (502) 569-3691	7/16 \$4,943,000.00



Water - Energy - Industrial
IMPORTANT CONTRACTS

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
(2) Reservoir 140' Diameter X 47' HWL CTI #: E-7921-22 Ramberg, ND	Tesoro Refining and Marketing Co. San Antonio, TX Michael Lopez Phone (210) 288-3924	Wood Group Mustang Denver, CO Mark Richard Phone (720) 934-4080	1/15 \$5,820,500.00
5000M Reservoir 180' Diameter X 26' HWL CTI #: E-7616	Standing Rock Rural Water System Fort Yates, ND Charles W. Murphy Phone (701) 854-7415 Fax (701) 854-7389	Bartlett & West Bismarck, ND Jarret Hillius Phone (701) 258-1110 Fax (701) 258-1111	6/14 \$3,442,410.00
(12) 3000M Reservoirs 122.25' Diameter X 34' HWL	Abener-Teyma USA Gila Bend, AZ	Abener-Teyma USA Gila Bend, AZ	9/13 \$31,169,054.00



COMPOSITE ELEVATED WATER TANKS

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
750,000 Composite 141'3" HWL CTI #: E-8980 Oconee Co., GA	Oconee County Board of Commissioners 1291 Greensboro Highway Watkinsville, GA 30677 John Daniell Phone (706) 769-3960 Fax (706) 769-3997	Precision Planning, Inc. 802 East Spring Street Monroe, GA 30655 Kurt Mueller Phone (770) 267-8800 E-mail: 583km@ppi.us	6/22 \$2,475,000.00
750,000 Composite 152'6" HWL CTI #: E-8642 N. Shelby, KY	US 60 Water District (N. Shelby Water) 4596 Bagdad Road Bagdad, KY 40003 Jerry Ruble Phone (502) 747-8942 Fax (502) 220-0162	Monarch Engineering, Inc. 556 Carlton Drive Lawrenceburg, KY 40342 James L. Mudd, Jr. Phone (502) 839-1310 Fax (502) 839-1373	7/19 \$1,511,100.00
750,000 Composite 115' HWL CTI #: E-8225 Bagdad, KY	US 60 Water District 4596 Bagdad Road Bagdad, KY 40003 Phone (502) 747-8942 Fax (502) 220-0162	Warner A. Broughman III & Associates 3161 Custer Drive, Suite 6 Lexington, KY 40517 Sandy Broughman, PE Phone (859) 271-1778 Fax (859) 272-1020	6/16 \$1,410,000.00
1,000,000 Composite 172' HWL CTI #: E-8953 Lackman Site	Water District No. 1 of Johnson County 10747 Renner Boulevard Lenexa, KS 66219 Hanley Barker, PE Phone (913) 895-5500	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114 Trevin Heisey Phone (816) 708-6331 Fax (816) 822-3519	12/23 \$3,471,700.00
1,000,000 Composite 132'6" HWL CTI #: E-8883	City of Frederick 111 Airport Drive East Frederick, MD 21701 Ron Wingfield Phone (301) 694-1677 Fax (301) 600-9000	GHD Consulting Engineers 16701 Melford Boulevard Bowie, MD 20715 Leita Bennett Phone (571) 325-5049	10/22 \$3,053,810.00
1,000,000 Composite 137' HWL CTI #: E-8848 Kirksville, MO	City of Kirksville 201 South Franklin Street Kirksville, MO 63501 Phone (660) 627-1272 Fax (660) 665-0940	Benton & Associates, Inc. 2414 South Franklin Street Kirksville, MO 63501 Adam Dorrell Phone (660) 665-3575	5/22 \$2,058,000.00
1,000,000 Composite 198' HWL CTI #: E-8898 Russellville, AR	City Corporation Russellville Water & Sewer System 205 West Third Place Russellville, AR 72811 Lance Bartlett, PE Phone (501) 968-2105	Garver Engineers 4701 Northshore Drive North Little Rock, AR 72118 Daniel Hollinger, EI Phone (501) 537-3236 Fax (501) 372-8042	1/22 \$2,783,000.00
1,000,000 Composite 196' HWL CTI #: E-8816 Mt. Vernon, IN	City of Mount Vernon 520 Main Street Mt. Vernon, IN 47620 (812) 838-3317	Johnson Controls, Inc. 1255 North Senate Avenue Indianapolis, IN 46202 Mark J. Wengler Phone (314) 608-4426	3/21 \$2,307,000.00

CONFIDENTIAL



COMPOSITE ELEVATED WATER TANKS

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
1,000,000 Composite 198.47' HWL CTI #: E-8755 Emporia, KS	City of Emporia 111 East 6 th Avenue Emporia, KS 66801 Jim Ubert, PE Phone (620) 343-4250	BG Consultants, Inc. 2508 West 15 th Avenue Emporia, KS 66801 Paul C. Owings, PE Phone (785) 749-4474 Fax (620) 343-7844	3/21 \$3,148,312.00
1,000,000 Composite 131' HWL CTI #: E-8777 Marion, OH	Aqua Ohio, Inc. 365 East Center Street Marion, OH 43302 Jerry Hetterscheidt, PE Phone (740) 383-0933	Aqua Ohio, Inc. 365 East Center Street Marion, OH 43302	1/21 \$2,242,700.00
1,000,000 Composite 160'6" HWL CTI #: E-8752 New Albany, IN	Indiana American Water Company, Inc. 153 North Emerson Avenue Greenwood, IN 46143 Roy C. Francis, PE Phone (317) 885-2400 Fax (317) 885-2431	Tank Industry Consultants, Inc. 7740 West New York Street Indianapolis, IN 46214 Gregory R. "Chip" Stein, PE Phone (317) 271-3100 Fax (317) 271-3300	8/20 \$1,960,900.00
1,000,000 Composite 183' HWL CTI #: E-8602 Goochland Co., VA (James River)	Commonwealth of Virginia Department of Corrections 6900 Atmore Drive Richmond, VA 23225 Debra Blackwell Phone (804) 674-3102 Fax (804) 674-3529	Austin Brockenbrough & Associates, LLP 1011 Boulder Springs Drive, Suite 200 Richmond, VA 23225 Jeffrey J. Haas, PE Phone (804) 592-3902 Fax (804) 592-3901	1/20 \$2,516,800.00
1,000,000 Composite 118' HWL CTI #: E-8533 Central Zone Tank	City of Stillwater-Water Util. Dept. 723 South Lewis Stillwater, OK 74074 Elizabeth Chrz Phone (405) 742-8320 Fax (405) 742-8324	CH2M Hill 401 S. Boston Avenue, Suite 330 Tulsa, OK 74103 Lars Ostervold Phone (972) 980-2170 Fax (918) 584-5826	1/20 \$2,800,000.00
1,000,000 Composite 130' HWL CTI #: E-8534 44 th Avenue Tank	City of Stillwater-Water Util. Dept. 723 South Lewis Stillwater, OK 74074 Elizabeth Chrz Phone (405) 742-8320 Fax (405) 742-8324	CH2M Hill 401 S. Boston Avenue, Suite 330 Tulsa, OK 74103 Lars Ostervold Phone (972) 980-2170 Fax (918) 584-5826	1/20 \$2,614,000.00
1,000,000 Composite 139'6" HWL CTI #: E-8627 Mt. Zion, IL	Village of Mount Zion 1400 Mt. Zion Parkway Mt. Zion, IL 62549 Phone (217) 864-5424	MSA Professional Services, Inc. 201 W. Springfield Avenue, #400 Champaign, IL 61824 Mike Buzicky, PE Phone (217) 352-6976 Fax (217) 356-0570	9/19 \$2,383,000.00
1,000,000 Composite 175' HWL CTI #: E-8609	City of St. Robert 194 Eastlawn Avenue, Suite A St. Robert, MO 65584 Steve Long Phone (573) 451-2000 Fax (573) 336-5714	Archer-Elgin Surveying & Engineering 310 East 6 th Street Rolla, MO 65401 Robert K. Conaway Phone (573) 364-6362 Fax (573) 364-4782	8/19 \$1,896,000.00

CONFIDENTIAL

ELEVATED TANKS IN THE STATE OF FL

CAPACITY/TANK	OWNNAME	ENGNAME	COMPLETED
E-7917	PACE WATER SYSTEM, INC.	POLYENGINEERING OF FLORIDA, INC.	9/21/2015
1000000	FLC	FL	\$2,417,000.00
1576" HWL	PACE	SHALIMAR	
		BETH BRANT, PE	
		(850) 609-1100	
E-9085	CITY OF SOPCHOPPY	BASKERVILLE DONOVAN INC.	
300000	TB	FL	\$1,045,000.00
1376" HWL	SOPCHOPPY	TALLAHASSEE	
		BYRON A. (ALAN) HART, PE	
		(850) 656-1212	
E-9016	EMERALD COAST UTILITY SERVICES, INC.	AMERICAN STATES UTILITY SERVICES	1/31/2022
250000	TB	FL	\$2,355,000.00
236' HWL	EGLIN AFB	EGLIN AFB	
		TOMEIKA MCCLEAN	
		(770) 528-3881	
E-8110	DUKE FIELD	US ARMY CORPS OF ENGINEERS	7/19/2016
125000	DE	FL	\$356,000.00
132' HWL	EGLIN AFB	MOBILE	
		(251) 690-2505	
E-9006	EMERALD COAST UTILITY SERVICES, INC.	AMERICAN STATES UTILITY SERVICES, INC	
75000	DE	FL	\$925,000.00
130' HWL	EGLIN AFB	EGLIN AFB	
		TOMEIKA MCCLEAN	
		(770) 528-3881	

CAPACITY/TANK	OWNNAME	ENGNAME	COMPLETED
E-9005	EMERALD COAST UTILITY SERVICES, INC.	AMERICAN STATES UTILITY SERVICES, INC	7/26/2021
50000	EGLIN AFB	EGLIN AFB	FL
130' HWL		TOMEIKA MCCLEAN	\$895,000.00
		(770) 528-3881	



Water - Energy - Industrial

PRINCIPAL MEMBERS OF CALDWELL TANKS, INC.:

K. Ryan Harvey	President	26 years	Admin/Engineering
Kevin J. Gallagher	Vice President	29 years	Sales/Engineering
Michael R. Shaffer	Chief Operating Officer	27 years	Steel Construction
Tony Burke	Director-Engineering	36 years	Engineering
Timothy Quintin Ogle	Director-Steel Operations	26 years	Steel Construction
Wilson Frazier	Director-Environmental Health & Safety	35 years	Safety
Greg Milburn	Director-Quality Assurance	26 years	Quality Assurance

Resumes attached

K. Ryan Harvey

Current Role

Caldwell Tanks, Inc. – President

May 2021 - Present

Chief Executive Office responsible for the overall success of the goals and objectives for all departments and employees. Establish company policies and implement the business plan promoting teamwork and communication among employees. Continue to improve productivity, product quality, and financial performance.

Professional Experience

Caldwell Tanks, Inc., Louisville, Kentucky

Vice President – PCT Division, 2011 – 2014

Managing all aspects of the strategy, growth and expansion of the prestressed concrete tank division including development and implementation of business plan, development and implementation of standards and procedures for design, construction and sales as well as design and construction management of tank structures.

The Crom Corporation, Gainesville, Florida

Vice President – Engineering, 2004 – 2011

Direct engineering operations for the corporation including management of teams responsible for design, project management, drafting, estimating and purchasing. Responsibilities included the development and implementation of procedures to maximize efficiency and productivity in the department, implementation, communication and management of standards for the design of prestressed concrete tank structures, and analysis and design of thin shell prestressed concrete elements.

Project Manager/Area Manager, 2000 – 2004

Complete responsibility for corporate operations in the states of Tennessee and Kentucky including management of a Project Team to complete design and construction of projects for wire-wrapped prestressed concrete tanks, design including complete preparation of engineering design calculations and review of shop drawings for tank construction as engineer of record.

Staff Engineer, 1999 – 2000

Analysis and design of wire-wrapped prestressed concrete storage tanks including ancillary attachments made of structural steel, aluminum, reinforced concrete and fiberglass. Review of design drawings and calculations.

Field Superintendent, 1998 – 1999

Field Superintendent responsible for direction of crew for the construction of the following wire-wrapped prestressed concrete storage tanks:

Education

MS Structural Engineering - University of Tennessee, 1996 - 1997

BS Civil Engineering - University of Tennessee, 1990 – 1995

Leadership Institute - Florida Engineering Society, 2006 - 2007

Professional Affiliations

ACI Committee 372 Design and Construction of Circular Wire- or Strand-Wrapped Prestressed Concrete Structures – *Voting Member*

ACI 350 Committee for Code Requirements for Engineering Environmental Concrete Structures – *Voting Member*

ACI 350-E Precast/Prestressed Structures Subcommittee – *Chairman*

ACI 350-B Durability Subcommittee – *Voting Member*

ACI Committee 371 Design and Construction of Concrete Pedestals for Elevated Storage Tanks – *Voting Member/Secretary*

Florida Society of Professional Engineers (FES) – *Past Board Member 2008 - 2010*

Florida Engineers in Construction (FECON) – *Past Chairman, Past Treasurer 2007 - 2010*

Kevin J. Gallagher, P.E.
4000 Tower Road
Louisville, Kentucky 40219
kgallagher@caldwelltanks.com
(502) 299-0092

Professional Profile:

Serves Water, Oil & Gas, Chemical, and Aerospace industry customers through active involvement with all aspects of storage tank projects. Began career as project engineer with responsibility for designing tanks and their foundations. Since, has been actively involved with, responsible for: planning, sales, estimating, engineering, fabrication, construction, and management of storage tank projects.

Caldwell Tanks, Inc. - 1995 - Present:

2005 - Present

Vice President

Corporate Officer responsible for all aspects of Sales for Caldwell's storage tank product lines and service offerings. Active involvement with all aspects of Operations.

2003 - 2004

Project Manager

Responsible for managing all aspects of new storage tank projects from contract signing to final completion and beyond. Management included internal and external scheduling, performance and cost responsibilities.

1995 - 2003

Project Engineer

Responsible charge for producing and checking storage tank and foundation design calculations and drawing packages used in fabrication and construction. Responsible for compliance with project plans, specifications and all applicable governing codes and regulations.

Education:

BSCE - Purdue University

MBA - University of Louisville

Professional:

Member – American Water Works Association, American Petroleum Institute National Institute for Storage Tank Management, American Society of Civil Engineers, International District Energy Association, International Liquid Terminals Association, Association of Chemical Industry of Texas

Board of Directors, Vice President – Steel Tank Institute/Steel Plate Fabricators Association; Past Chairman, Field Erected Tank Section – Steel Tank Institute / Steel Plate Fabricators Association

Co-Author – Steel Water Storage Tanks: Design, Construction, Maintenance and Repair, McGraw-Hill

Licensed Professional Engineer

Community:

Church Lector, Coach, Member - Regional Science Fair Board

Michael R. Shaffer

Current Role

**Caldwell Tanks, Inc.
Director of Steel Construction**

May 2014 – Present

Currently manage 150 employees including 14 superintendents/crews, 3 Construction Managers and 10 operational support staff
Oversee and manage department overhead and adjust estimates to accurately incorporate current overhead rates
Voting member of API committee (sub group Fabrication and Joint committee) which writes and modifies the API 650, 620 & 653 standards
Directly responsible for financial management of Steel Construction Division and interpreting corporate financial reports directly related to Steel Construction
Directly communicate with other department heads and coordinate Steel Construction activities to coincide with corporate needs, as well as, appropriately matching superintendent/crew skill sets to specific activities
Estimate steel construction costs for bidding purposes
Approve industrial tank bids prior to sending to the customer
Determine when changes in scope occur and direct Project Managers to notify customer of change and generate Change Order
Member of corporate Safety and Loss Control Committee
Write company specific safety policies to minimize personnel risk, promote safe and engaged employees and mandate safe work practices
Work with corporate attorney and CEO to negotiate union contracts
Negotiate with local unions on PLA (Project Labor Agreement) terms and conditions
Negotiate contract "Terms and Conditions" with various vendors and sub-contractors

Education

Sullivan University (Louisville, KY) Business Management Program
Edinboro University of Pennsylvania (Edinboro, PA) Criminal Justice Program

Technical Qualifications

Pennsylvania Department of Environmental Protection AFMX certified
NCCCO Large and Small Telescopic Crane Operator Certified

Proficient at scaling very large and complex cranes including tandem/critical lifts
Ability to prepare professional lift plans in accordance with local, state and federal laws

Certified welder in SMAW (6010, 7010, 7018, 7014, 7024, 8018, 304S.S., 316S.S., Duplex) FCAW(11Ni1, 8Ni3, 311, 71M, 304S.S., 308S.S., 309S.S., 316S.S. and Duplex) SAW (L60 & L61)

Certified rigger and signal person

Experienced operating numerous sizes and styles of heavy equipment including cranes, derricks, lifts and earth moving equipment

OSHA 10 and 30 hour certified

ISTC Basic Plus certified

GERALD A. (Tony) BURKE, P.E.
Director of Engineering

EDUCATION: University of Louisville - Master of Engineering Degree in Civil Engineering - 2003
University of Louisville - Bachelor of Science Degree - 1989

PROFESSIONAL REGISTRATIONS:

Licensed Professional Engineer in 23 states

EMPLOYMENT:

10/08-Present	Director of Engineering Caldwell Tanks, Inc., Louisville, Kentucky In addition to many items listed below, primary responsibilities include: - Responsible for technical and administrative leadership of Caldwell Engineering Group - Direct Research and Development - Participate in inter-disciplinary meetings - Establish engineering production priorities - Establish annual goals and monitor progress for the department - Assure and safeguard the overall success of the company in reaching its financial goals as Department Manager
04/99-10/08	Engineering Production Manager Caldwell Tanks, Inc., Louisville, Kentucky In addition to many items listed below, primary responsibilities include: - Prioritize and schedule daily activities of Engineering Department staff - Manage the engineering responsibilities throughout the bidding process - Perform annual reviews of Engineering Department staff - Serve as project engineer and/or Engineer-of-Record on numerous projects
08/88-04/99	Project Engineer Caldwell Tanks, Inc., Louisville, Kentucky - Lead Project Engineer for Composite Elevated Tanks - Lead Project Engineer on all first-time tank styles and tank sizes - Train new hires within Engineering Department - Responsible for the review of design calculations and details for foundation and tank drawing submittal packages. - Responsible for preparation of tank (all sizes, all styles) and foundation (all types) designs, both preliminary and final - Provide technical support for departments throughout the organization - Develop and maintain design tools to comply with current design standards

AFFILIATIONS:

- Voting member of AWWA Standards Committee for Steel and Composite Water Storage Tanks
- Chair of AWWA Standards Subcommittee for D100, "Welded Carbon Steel Tanks for Water Storage"
- Chair of AWWA Standards Subcommittee for DELE (in development)
- Member of AWWA Standards Subcommittee for D107, "Composite Elevated Tanks for Water Storage"
- Member of AWWA Standards Subcommittee for DGTS (in development)

1998 to Present

Timothy "Quintin" Ogle
Field - Steel Construction Superintendent

Professional Experience

Caldwell Tanks, Inc.

Louisville, Kentucky

Steel Construction Manager, Steel Foreman, Pusher, Boilermaker

- *Worked in all capacities in field construction operations.*
- *Crew Foreman on 500,000 gallon up to 3,000,000 gallon Composite Elevated Tanks.*
- *Crew Foreman on 100,000 gallon up to 200,000 gallon Leg Tanks.*
- *Worked on over 250 projects, including ground level storage tanks and all other styles and capacities of elevated tanks. Achieved highest safety awards resignation. Awarded as top crew "Tankie of the Year" three times.*
- *Has improved field efficiency through implementation of new erection procedures, automatic welding, and improved safety in field construction operations.*
- *Present duties include coordination of all field construction activities, including training of field personnel.*
- *Coordinates field quality control functions.*
- *As Field Superintendent of Construction; supervised over 100 field construction projects including:*
 - *30,000 gallon up to 150,000 gallon Double Ellipsoidal tanks*
 - *200,000 gallon up to 500,000 gallon Torus Bottom tanks*
 - *500,000 gallon and up Ground Storage tanks*
 - *40,000 gallon and up Standpipe tanks*
- *Member of company management team and Loss Control Committee*

Qualifications

- *AWS Certified Welder*
- *Skilled Rigger/Operator*
- *Certified Crane Operator through CIC*
- *Advanced Climber/Fall Protection Qualified*
- *AWWA Code Knowledgeable*
- *API Knowledgeable*
- *ASME Section IX Knowledgeable*
- *OSHA 30 Hour Certified*
- *CPR/1st Aid Certified*
- *High Angle Rescue Certified*
- *Scaffold Certified*
- *Ongoing training in Safety as it relates to the industry*
- *Good Communication-Coordination Skills*

Wilson F. Frazier, CSP, CUSA

Current Role

Director – Environmental, Health, & Safety – Caldwell Tanks, Inc. 1997 - Present
Administration, implementation, and monitoring of all safety and health programs. Field and shop worksite safety audits. Field and shop employee safety training for OSHA, MSHA, EPA, and local regulations. Assurance of Federal, State, and Local regulations compliance. Environmental and hazardous waste management including record keeping for Title V compliance. Worker's compensation management and record keeping.

Security management. Complex project safety management for numerous high profile site owners including NASA, Corp of Engineers, U.S. Government, Bureau of Prisons, Numerous Refineries, Power Generation and Chemical Plants and more. Lead Abatement Management

Education

Master of Science – Loss Prevention and Safety *December, 1997*
Eastern Kentucky University; Richmond, KY

Bachelor of Science – Industrial Risk and Safety Management *August, 1996*
Eastern Kentucky University; Richmond, KY

Professional Experience

Safety Manager – American Tape
Safety Director – Armada Manufacturing
Safety and Health Inspector – Eastern Kentucky University

Professional Certifications & Authorized Training

Certified Safety Professional by the Board of Certified Safety Professionals
Certified Utility Safety Administrator by the National Safety Council
Authorized OSHA 10- and 30-Hour Construction Industry Outreach Trainer
Vertical Rescue Solutions Certified High Angle Rescue Instructor
Qualified Trenching and Shoring Competent Person Trainer
Qualified MSHA Surface Mine Instructor

Professional Affiliations

Board Member, Kentucky Safety & Health Network, 1998 – Present
ANSI Z117.1 Safety Requirements for Confined Spaces Committee Member, 2007 – Present
ANSI A10 Confined Space in Construction Sub-Committee Member, 2012
American Society of Safety Engineers, President-Elect Louisville Chapter 2012 (member since 1998)
Chairman, Steel Tank Institute/Steel Plate Fabricators Association Safety Committee, 2002 – 2004
Represented STI/SPFA Industry Association during OSHA Public Hearing Comments on Proposed Confined Space in Construction Standard
National Safety Council
Academic Advisory Board for ECU's College of Safety, 2010 – Current

Greg J. Milburn, CWI/CWE

Current Role

Quality Assurance Technician - Caldwell Tanks, Inc.

2007 – Present

Duties and accomplishments: (1) Evaluate tank production welding and dimensional quality in both the shop and field operations. (2) Track shop radiographic pass rates and work with associates to resolve issues when necessary (3) Train and qualify welders in multiple processes in both shop and field (4) Inspect all derrick, painters boom and composite form system equipment for structural integrity annually using visual, magnetic particle, and die penetrant inspection techniques (5) Develop and revise weld procedure specifications and procedure qualification records using ASME, and D1.1 code (6) Integrate automated welding capabilities into our shop and field operations (7) Coatings inspection – Primary duty is to provide quality assurance measures for surface preparation and coating operations in the fabrication plant and field operations. These duties include: Evaluating quality control measures currently in place with the goal of improvement, reviewing documentation of quality control measures to ensure complete and accurate documentation is maintained, perform testing to ensure all shop applied coatings perform in accordance with industry standards, aid in the resolution of any coatings related problems.

Education

Elizabethtown Community College, Western Kentucky University

Professional Experience

Project Support - Altec Industries

2005 – 2007

Duties and accomplishments: (1) Responsible for the manufacturing of 2 prototype units from fabrication to assembly (2) Responsible for the integration of the prototype units into the fabrication, assembly, and final assembly lines, including the fixtures necessary to fabricate, machine, and assemble the units (3) Responsible for training associates in fabrication, assembly, and final assembly on building the prototype units.

Manufacturing/Engineering Support – Altec Industries

2004 – 2005

Duties and accomplishments: (1) Participated and lead rapid continuous improvement events (lean manufacturing) to improve quality, cost, productivity, and delivery in all aspects of manufacturing process (2) Responsible for design improvements in relationship to cost (3) Responsible for building fixtures for weldments to aid in the fabrication, machining, and assembly processes.

Fabrication Team Leader – Altec Industries

1999 – 2004

Responsible for team of associates who fabricated complex weldments that comprised insulated and non-insulated aerial units. Duties included: (1) Assigning tasks, managing time and productivity (2) Troubleshooting welding and blueprint issues and implementing changes (3) Ensuring parts availability (4) Oversee outgoing quality of weldments (5) Completing all paperwork and reporting status to management (6) Improve safety, quality, cost and delivery using lean manufacturing principles (7) Responsible for cross-training associates in the area (8) Responsible for the integration of 4 new product models in fabrication and final assembly.

Welder Technician – Altec Industries

1998 – 1999

Responsibilities included fabricating multiple weldments from blueprints using the GMAW process.

Certifications

AWS Certified Welding Inspector	cert # 08030581	March 2008
AWS Certified Welding Educator	cert # 0803008E	March 2008
NACE Coatings Inspector Level 2	# 26123	June 2010

Professional Affiliations

American Welding Society
Fluid Power Society
Nace International



LIST OF MAJOR SUBCONTRACTORS

Foundations/Site Work/Piping

Ozark MTN. Construction

Field Painting

South Eastern Tank and Tower

Electrical

Sanford

Fencing

TBD

Proof of Insurance for our subcontractors will be provided if we are the low bidder.



Water - Energy - Industrial

MANUFACTURING/SUPPLIER LIST

Contractor will acquire material and parts from the following manufacturers:

Please see attached list.



Water - Energy - Industrial

PLATE & COIL VENDOR INFORMATION

<u>VENDOR NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
ARCELOR MITTAL STEEL	250 WEST US HWY 12 BURNS HARBOR, IN 46304	(860) 866-6399 TIFFANY JAYNES	(219) -787-7157
EVRAZ CLAYMONT STEEL	4001 PHILADELPHIA AVE. CLAYMONT, DE 19703	(302) 792-5400 PAM DOELZE	
NUCOR PLATE MILL	P.O. BOX 279 WINSTON, NC 27986	(877) 626-8267 TIKEYLA POWELL	(252) 356-3956
OLYMPIC STEEL, INC.	5080 RICHMOND RD CLEVELAND, OH 44146	(216) 533-9585 STEVE ENGLERT	(216) 292-3513
SSAB – MONTPELIER	1770 BILL SHARP BLVD MUSCATINE, IA 52761	(877) 899-0294 BOB BYNUM	
NUCOR STEEL TUSCALOOSA, INC.	1700 HOLT ROAD N.E. TUSCALOOSA, AL 35404-1000	(205) 562-1167 JULIE TUCKER	Julie.tucker@nucor.com



Water - Energy - Industrial

PIPE/TUBE & STRUCTURAL VENDOR INFORMATION

VENDOR NAME	ADDRESS	PHONE	FAX
ALTON STEEL C/O SUROVEC	P.O. BOX 750743 DAYTON, OH 45475	(937) 475-1627 DAVID SUROVEC	(937) 435-1868
CMC STEEL FORMERLY SMI STEEL	101 SOUTH 50 TH STREET BIRMINGHAM, AL 35232	(800) 621-0262 Libby	(205) 591-4554
McJUNKIN RED MAN CORP	500 N. BROADWAY, STE 1600 ST. LOUIS, MO 53547	(618) 219-9413 KIETH RICHTER	(314) 982-9395
MANDAL PIPE COMPANY	P.O. BOX 2566 LILBURN, GA 30048-2566	(770) 573-3022 DAN NORTON	(770) 979-3485
NUCOR STEEL – BERKELEY	P.O. BOX 2259 MOUNT PLEASANT, SC 29465	(877) 722-3261 PATRICIA COOK	(843) 336-6539
NUCOR – YAMATO STEEL COMPANY	P.O. BOX 1228 BLYTHEVILLE, AR 72316	(800) 289-6977 LORI	(870) 763-9107
AMERICAN PIPING PRODUCTS	P.O. BOX 1479 BALLWIN, MO 63022-0201	(636) 730-3003 JOHN COPPLE	(636) 394-9389
THOMAS PIPE & STEEL/EDGEN CORP.	488 PAUL AVENUE ST. LOUIS, MO 63135	(800) 325-7909 JOE RITTENDALE	(314) 524-3110
EAGLE TUBULAR PRODUCTS	105 CHESSEN LN. ALTON, IL 62002	(888) 558-1702 DAVID VANDERGRIF	(618) 463-1755



Water - Energy - Industrial

COATINGS/PAINT VENDOR INFORMATION

<u>VENDOR NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
INDURON PROTECTIVE COATINGS	P.O. BOX 2371 BIRMINGHAM, AL 35201-2371	(800) 284-1029	(205) 324-6942
NEXGEN COATING RESOURCES, INC. (TNEMEC COMPANY)	730A MIDDLE TENNESSE BOULEVARD, SUITE 2 MURFREESBORO, TN 37179	(615) 333-1000 JUSTIN TAUTE, CSI	
PORTER PAINTS	P.O. BOX 534 801 SOUTH THIRD LOUISVILLE, KY 40203	(502) 588-9640 BILL THOMPSON	(502) 588-9801
SHERWIN-WILLIAMS/POPLAR	4702A POPLAR LEVEL ROAD LOUISVILLE, KY 40213	(502) 969-1125	(502)969-1058



Water - Energy - Industrial

SAFETY CLIMB VENDOR INFORMATION

<u>VENDOR NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
CAPITAL SAFETY USA	3833 SALA WAY RED WING, MN 55066-5005	(800) 328-6146 KIM KRIE EXT: 6201	(651) 388-5065
FRENCHCREEK PRODUCTION INC.	626 13 TH STREET FRANKLIN, PA 16323	(877) 228-9327 CHRIS WILLIAMS	(814) 437-2544
NORTH SAFETY PRODUCTS LTD.	26 DANSK COURT TORONTO, ON M9W 5V8	(800) 836-8006	(888) 667-8477

Non-Collusion Affidavit of Prime Bidder

STATE OF KENTUCKYCOUNTY OF JEFFERSONI, Eric W. Monske, being first duly sworn, deposes and says that:He or she is Sales Manager

(Owner, Partner, Officer, Representative or Agent)

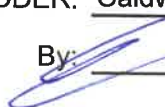
of Caldwell Tanks, Inc., the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has 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 has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element 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 *the City of Crestview* or any person interested in the proposed Contract; and

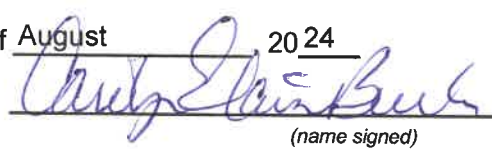
The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: Caldwell Tanks, Inc.By: 

(name signed)

Eric W. Monske

(name printed or typed)

Title: Sales ManagerDate: August 5, 2024Subscribed and sworn to me this 5th day of August, 2024NOTARY PUBLIC: 

(name signed)

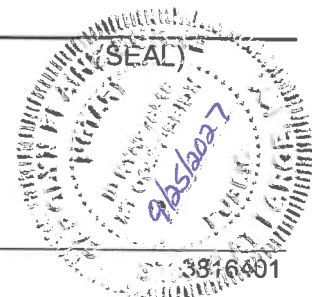
Carolyn Elaine Burke, State At Large, KY

(name printed or typed)

Commission Expires: September 25, 2027Comm #: KYNP 78518

END OF SECTION

06/21/2024



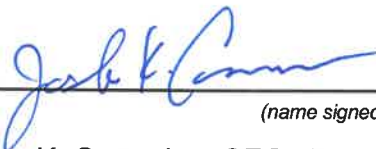
3816401

Section 00 45 53
Corporate Certificate

I, Joshua K. Cummins, **Assistant** Secretary, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that Eric W. Monske, who signed said Bid on behalf of the Contractor was then Sales Manager of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Kentucky.

This 5th day of August, 2024.

Corporate
Secretary:



(name signed)

Joshua K. Cummins, CFO, Assistant Secretary

(name printed or typed)

(SEAL)

END OF SECTION

Section 00 45 77

Contractor's License Certification

Bidder/Contractor's Name: Caldwell Tanks, Inc.

Florida Contractor's License Number: CG-C057436

Florida Contractor's License Classification: See attached License

Florida Contractor's License Bid Limit: See attached License

Expiration Date of License for Florida: 8/31/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER: Caldwell Tanks, Inc.

By: 
(name signed)

Eric W. Monske
(name printed or typed)

Title: Sales Manager

Date: August 5, 2024

END OF SECTION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

STILGER, DONALD LOUIS

CALDWELL TANKS INC
4000 TOWER RD
LOUISVILLE KY 40219

LICENSE NUMBER: CGC057436

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) [NO/TITLE]
BID FOR [SUBJECT TITLE]
PUBLIC ACCESS FORM**

Caldwell Tanks, Inc., as Bidder, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN:
Maryanne Schrader, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**
- 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.

Bidder/Contractor Name: Caldwell Tanks, Inc.
Mailing Address: 4000 Tower Road, Louisville, KY 40219
Telephone Number: (502) 964-3361 Fax Number: (502) 966-8732
E-mail Address: sales@caldwelltanks.com FEIN: 61-0148890



Authorized Signature Eric W. Monske, Sales Manager August 5, 2024
Printed Name/Title Date

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection
State Revolving Fund Program
Supplementary Conditions
for

Formally Advertised
Construction Procurement

Revised August 2022

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ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

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4	RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES	FDEP-2
5	CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS	FDEP-3
6	BONDS AND INSURANCE	FDEP-3
7	AWARD OF AGREEMENT/CONTRACT	FDEP-4
8	ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES	FDEP-4
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10	DISADVANTAGED BUSINESS ENTERPRISES	FDEP-4
11	DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)	FDEP-5
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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

The goal percent and timetable for Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation in the Work are found in Appendix B. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith

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efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

- 10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - 10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - 10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.
- 10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:
 - 11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and
 - 11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-15 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

12.2. Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding \$10,000)

During the performance of this contract, the contractor agrees as follows:

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at <https://www.dol.gov/sites/dolgov/files/ofccp/regs/compliance/posters/pdf/eeopost.pdf>. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

12.2.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.2.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.2.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.2.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

12.3.1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;

12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;

12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and

12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;

12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;

12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;

12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;

12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and

12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eeo1/eeo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (<https://www.e-verify.gov/>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

NOTE: ARTICLE 18 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 18 – BUILD AMERICA, BUY AMERICA PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The Build America, Buy America provision as provided in Appendix E. Signing Appendix A certifies compliance with the Build America, Buy America provision if the project is a Federal Cap Grant project.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

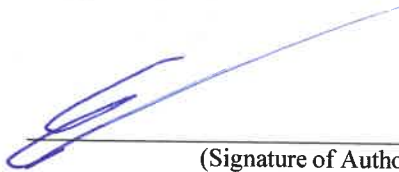
This certification relates to a construction contract proposed by City of Crestview,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.



(Signature of Authorized Official)

8/5/2024

(Date)

Eric W. Monske, Sales Manager

(Name and Title of Authorized Official [Print or Type])

Caldwell Tanks, Inc.

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

4000 Tower Road, Louisville, KY 40219

(502) 964-3361

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

61-0148890

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Goals for minority utilization can be found in the Department of Labor's Construction Contractors Technical Assistance Guide (October 2019), available on the internet at https://www.dol.gov/sites/dolgov/files/OFCCEP/Construction/508_cctag_12032020.pdf. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

**APPENDIX C
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project 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.

1 Minimum Wages.

(i) 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, 29 CFR 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 and 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) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The FDEP shall approve a request for 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 the sponsor(s) 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 the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP 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 that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer 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 appropriate) 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.

(iii) Whenever the minimum wage rate prescribed in the contract for a 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.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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 the 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.

The sponsor shall, upon written request of the EPA or 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 and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of 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 under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, 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.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (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 subcontractor or his or her agent who pays or supervises the payment of 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 provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) 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 the FDEP 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, the FDEP may, after written notice to the contractor, or sponsor, 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 to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) 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, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services, 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 the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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, the 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 journeyman 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 contract 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 EPA determines may be appropriate, 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. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for 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 referenced 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 the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor 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 EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(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 EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(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.

A. 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.** The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the 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 therefore 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 on which such individual was required or permitted to work 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. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may 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 surroundings 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 State 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 as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Crestview ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

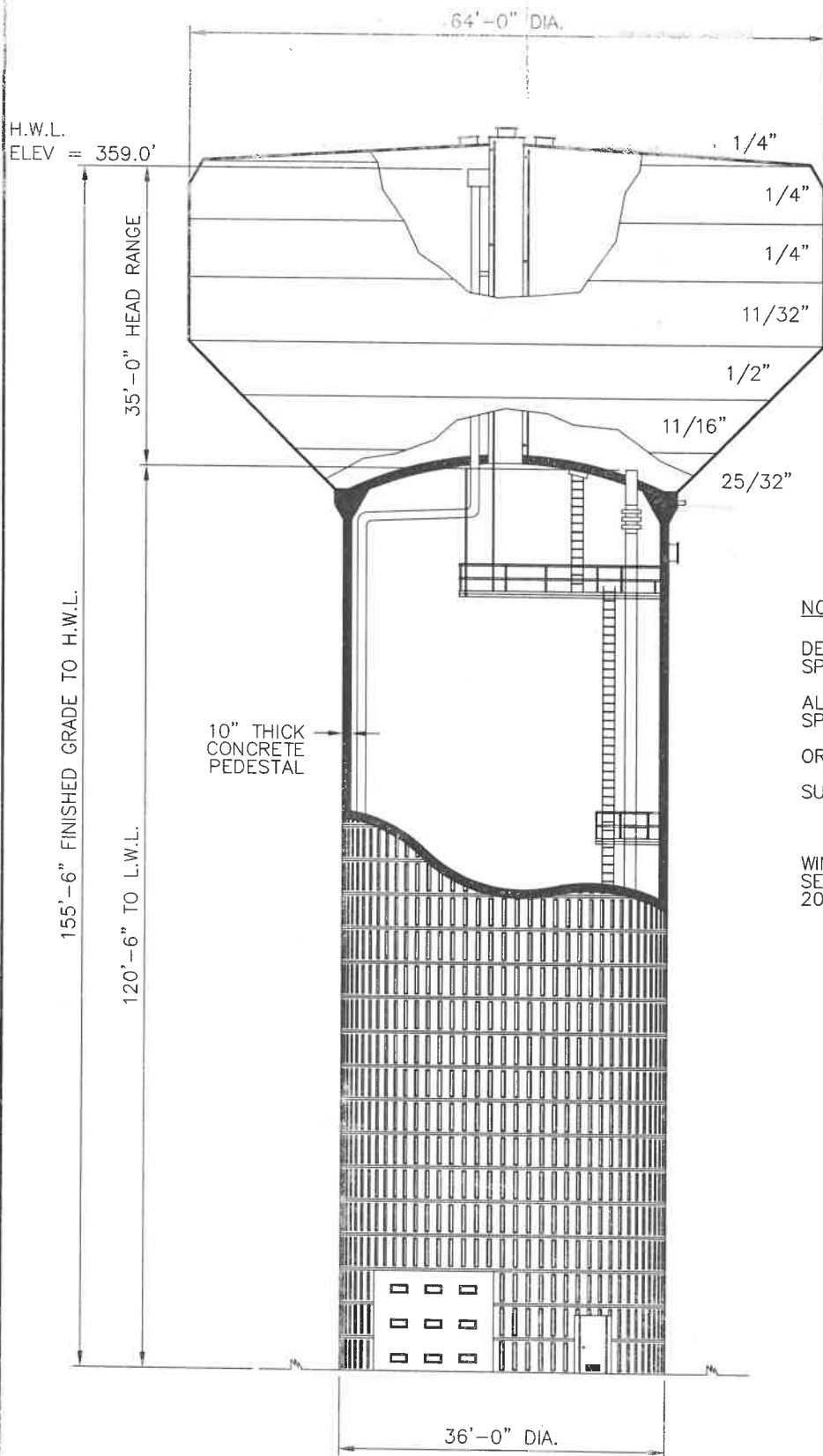
Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the City of Crestview (“Owner”) and the State of Florida (the “State”) that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

1. 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.
2. 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.
3. 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 Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



CALDWELL

CALDWELL
Since 1887
Water - Energy - Industrial

CRESTVIEW, FL
750,000 GALLON COMPOSITE ELEVATED TANK

BY: MLC TITLE: TANK SKETCH

DATE: 7/16/24 DRAWING NO.:

NOTES:

FOUNDATION DESIGN BASED ON 5 ROW OF 24" DIA. AUGER CAST PILE
TIP ELEV = 128.0'
ACIP SHAFT DEPTH: 75'-6" BELOW FINAL GRADE
ACIP SHAFT CAPACITY: 67 TONS

94 AUGER CAST PILES REQUIRED

SITE PREPARATION SHALL BE IN ACCORDANCE WITH THE PROJECT
SOILS REPORT.

CONCRETE: 28 DAY COMPRESSIVE STRENGTH (5,500 PSI).

CAP: 681 CU. YDS. REQUIRED

REINFORCEMENT: ASTM SPEC. A615 GR. 60.

CAP: 100,000 LBS. REQUIRED

AUGER CAST PILES: SEE BELOW

REINFORCING STEEL QUANTITIES DO NOT ACCOUNT FOR
LAPS, BENDS, HOOKS, ETC.

ADDITIONAL REINFORCEMENT FOR DOOR AND PEDESTAL DOWELS:
(9,000 LBS) AND (44) - #11 INVERT LENTON STANDARD
COUPLER - A2. FINAL SIZE AND QUANTITY DETERMINED AT
FINAL DESIGN.

FOUNDATION IS SUBJECT TO CHANGE WITH FINAL DESIGN.

PROJECT GEOTECHNICAL ENGINEER SHALL MONITOR AUGER CAST PILE
INSTALLATION.

TREAT PILE CAP AS MASS CONCRETE AND PROVIDE APPROPRIATE CONCRETE
MIX DESIGN. MAXIMUM CONCRETE TEMPERATURE LESS THAN OR EQUAL TO
155°F AND DIFFERENTIAL TEMPERATURE BETWEEN CENTER AND EXTERIOR
FACES OF NOT MORE THAN 35°F FOR DAYS 0-2 AND NO MORE THAN 45°F
AFTER DAY 2. MONITOR CONCRETE FOR AT LEAST 7 DAYS AND CONTINUE
MONITORING UNTIL TEMPERATURE DIFFERENTIAL BEGINS TO DROP.

24" DIA AUGER CAST PILES - (94) REQUIRED

BASED ON TIP ELEVATION = 75'-6" BELOW FINAL GRADE

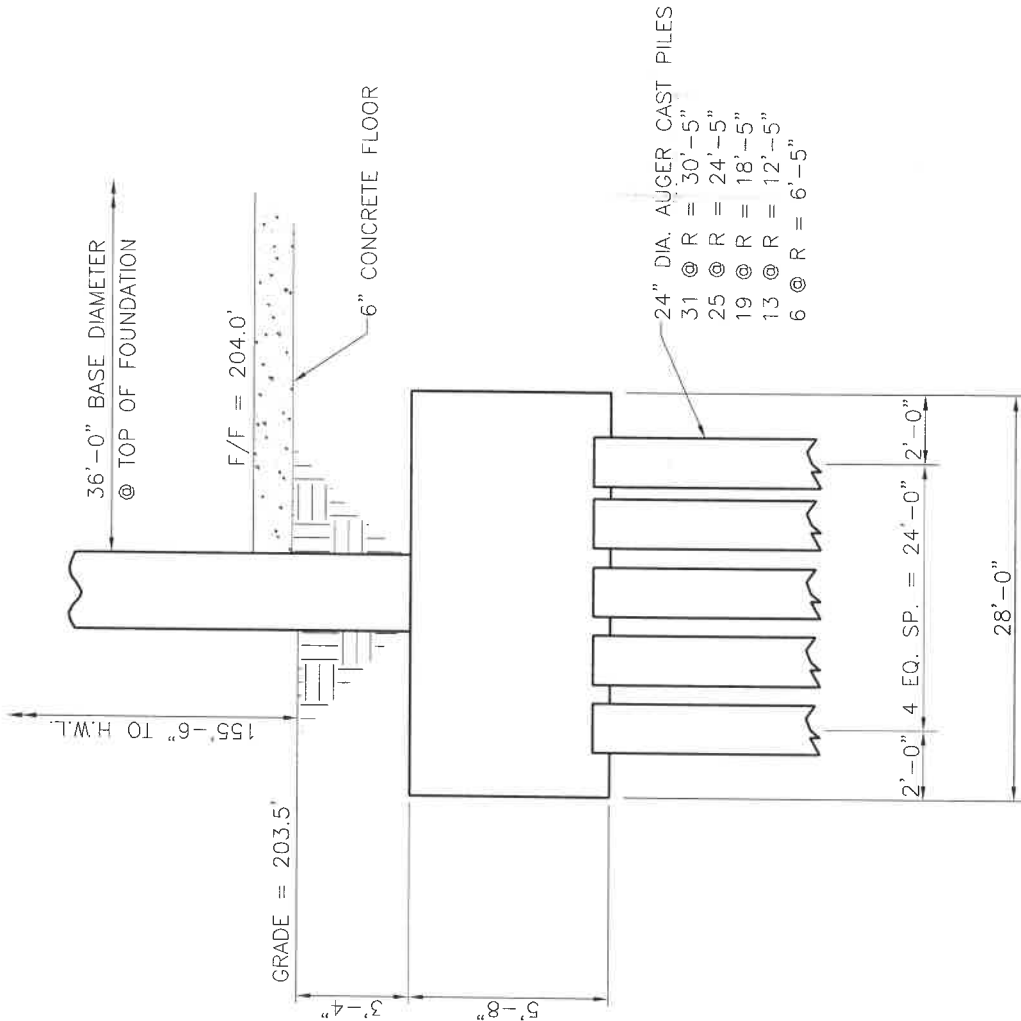
GROUT STRENGTH REQUIRED = 4,000 PSI

REINFORCING PER PILE:

1 - #10 X 71'-0" (CENTER BAR) WITH 4'-0" PROJECTION ABOVE TOP OF PILE
8 - #6 X 30'-0" (PERIMETER BARS) WITH #4 TIES

ASTM A615 GRADE 60

PROVIDE FOR STATIC COMPRESSIVE LOAD TEST PER ASTM D1143. PROVIDE TEST PILE AND REACTION PILES AS
REQUIRED FOR THE TEST. TEST PILE AND REACTION PILES NOT LISTED IN QUANTITIES ABOVE. SEE
GEOTECHNICAL REPORT AND PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND RECOMMENDATIONS
REGARDING AUGER CAST PILE INSTALLATION.



CALDWELL
Since 1887
Water • Energy • Industrial

CRESTVIEW, FL

750,000 GALLON COMPOSITE ELEVATED TANK

BY: MLC TITLE: FOUNDATION SKETCH

DATE: 8/2/24 DRAWING NO:

BID 179

5% BID BOND

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

BIDDER (Name and Address): **Landmark Structures I, LP**
1665 Harmon Road
Fort Worth, TX 76177

SURETY (Name, and Address of Principal Place of Business):
Fidelity and Deposit Company of Maryland
c/o ZURICH, 1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

OWNER (Name and Address): **City of Crestview, Florida**
198 North Wilson Street
Crestview, Florida 32536

BID

Bid Due Date: August 5, 2024
Description (Project Name— Include Location): **Arena Road Water Tank**
Crestview, Florida

BOND

Bond Number: **7199966**
Date: August 5, 2024
Penal sum **Five Percent of Bidder's Maximum Price** **\$** **5%**
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER **SURETY**
Landmark Structures I, LP (Seal) **Fidelity and Deposit Company of Maryland** (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature]
Signature

Christopher Lamon
Print Name

CEO of Landmark Structures Management LLC
Title

Attest: [Signature]
Signature **Benjie Talley**

Title **VP of Estimating**

By: [Signature]
Signature (Attach Power of Attorney)

Michelle Anne McMahon
Print Name

Attorney-In-Fact
Title

Attest: [Signature]
Signature **Zachary Thomas Connolly**

Title **Witness-To-Surety**

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

This Written Consent is applicable to all corporate signatures provided within

WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP

April 29, 2024

Landmark Structures Management, LLC, a Delaware limited liability company and the general partner (the “General Partner”) of Landmark Structures I, LP, a Texas limited partnership (the “Partnership”), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and Bret Allan (each, an “Officer” and together, the “Officers”) have been appointed as (a) Chief Executive Officer of the General Partner and (b) Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (x) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (y) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (z) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
- (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

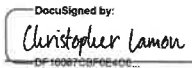
FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

[SIGNATURE PAGE TO WRITTEN CONSENT OF LANDMARK STRUCTURES I, LP]

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices 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 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.

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Page 2 of 2

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kathryn PRYOR, Richard HACKNER, Jonathan GLEASON, Doritza MOJICA, Joshua SANFORD, Nicholas MILLER, Jennifer GODERE, Gentry STEWART, Michelle Anne MCMAHON, Sarah MURTHA, Connor WOLPERT, Amanda P. D ANGELO of Hartford, Connecticut, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 08th day of November, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

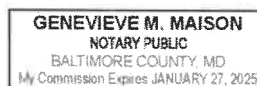
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

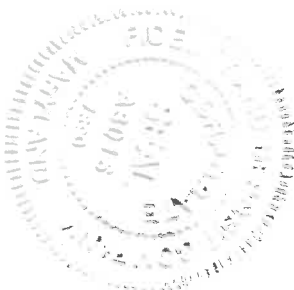
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of June, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ARENA ROAD WATER TANK

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

The City of Crestview, Florida

198 Wilson St. North
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 period of time after the Bid opening as stated in the Advertisement for Bids, 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>June 25, 2024</u>
<u>2</u>	<u>June 26, 2024</u>
<u>3</u>	<u>July 17, 2024</u>
<u>4</u>	<u>July 26, 2024</u>
<u>5</u>	<u>August 1, 2024</u>
<u> </u>	<u> </u>

B. Bidder has visited the Site 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. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. 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 anything 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 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
1.	Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Arena Road Water Tank, including all work shown on the Drawings and/or specified.		Lump Sum		\$4,834,000

BID TOTAL, ITEM 1, INCLUSIVE, THE AMOUNT OF FOUR MILLION EIGHT HUNDRED THIRTY FOUR THOUSAND
DOLLARS (\$4,834,000).

Bidder acknowledges Unit Prices have been determined in accordance with Paragraph 11.03.C of the General Conditions.

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 14.07 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. Bid Bond
 - B. Statement of Bidders Qualifications
 - C. Non-Collusion Affidavit of Prime Bidder
 - D. Corporate Certificate
 - E. Contractor's License Certification
 - F. Certification By Proposed Prime or Subcontractor Regarding Equal Employment Opportunity
 - G. Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

9.01 This Bid submitted by:

An Individual **N/A - Landmark is a Limited Partnership**

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attest: _____
(Notary)

Name (typed or printed): _____

Limited
A Partnership

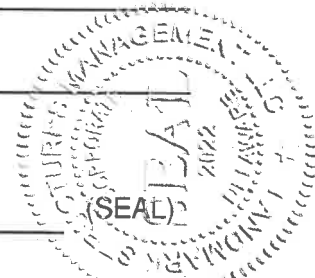
Partnership Name: **Landmark Structures I, LP**

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): **Christopher Lamon, CEO of Landmark Structures Management LLC**

Attest: _____
(Signature of another Partner)

Name (typed or printed): **Benjie Talley, VP of Estimating**



This Written Consent is applicable to all corporate signatures provided within

WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP

April 29, 2024

Landmark Structures Management, LLC, a Delaware limited liability company and the general partner (the “General Partner”) of Landmark Structures I, LP, a Texas limited partnership (the “Partnership”), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and Bret Allan (each, an “Officer” and together, the “Officers”) have been appointed as (a) Chief Executive Officer of the General Partner and (b) Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (x) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (y) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (z) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
- (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

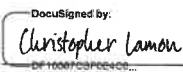
FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

[SIGNATURE PAGE TO WRITTEN CONSENT OF LANDMARK STRUCTURES I, LP]

A Corporation **N/A - Landmark is a Limited Partnership**

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): _____

A Joint Venture **N/A - Landmark is a Limited Partnership**

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner)

Name (typed or printed): _____

Title: _____

(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.)

All Bidders shall complete the following:

Bidder's Business address: 1665 Harmon Road
Fort Worth, Texas 76177

Phone: (817) 439-8888 Facsimile: (817) 230-2070

Primary Contact: Linda E. Santiago - Pre-Construction Coordinator

Primary Contact E-mail: estimating@teamlandmark.com

Submitted on: August 5, , 2024.

This document was prepared in part from material (EJCDC C-410 Suggested Bid Form for Construction Contracts) which is copyrighted as indicated below:

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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EJCDC sponsoring organizations and held in trust for their benefit by NSPE

Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. (Sample "Project Information Form" contained at the end of this Section.)

1. Name of Bidder: Landmark Structures I, LP
2. Permanent main office address and phone number: Address: 1665 Harmon Road, Fort Worth, Texas 76177
Phone: (817) 439-8888
3. When organized: 7/1/2000
4. If a Corporation, where incorporated: N/A - Landmark is a Limited Partnership
5. How many years have you been engaged in the contracting business under your present firm or trade name? 39
6. Contracts on hand. (Complete a "Project Information Form", or provide same required information in a similar format, for each Contract on hand.) Please See Attached Current Experience List
7. General description of type of work performed by your company: Construction of Elevated Water Storage Tanks
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. (Complete a "Project Information Form", or provide same required information in a similar format, for each Project listed.)
Please See Attached List of Most Important Projects
11. Names, background and experience of the principal members of your organization, including officers: Please See Attached Key Personnel & Resumes

Name	Position	Years Experience

Statement of Bidder's Qualifications

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

CEO of Landmark Structures

I, Christopher Lamon, certify that I am Management LLC of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER: Landmark Structures I, LP

By: 

(name signed)

Christopher Lamon

(name printed or typed)

Title: CEO of Landmark Structures Management LLC

Date: August 5, 2024

Subscribed and sworn to me this 5th day of August, 2024.

NOTARY PUBLIC: 

(name signed)

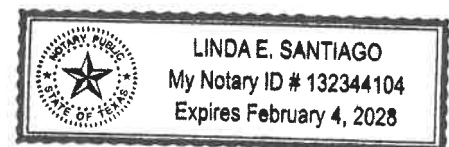
Linda E. Santiago

(name printed or typed)

Commission Expires: February 4, 2028

(Date)

(SEAL)



This Written Consent is applicable to all corporate signatures provided within

WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP

April 29, 2024

Landmark Structures Management, LLC, a Delaware limited liability company and the general partner (the “General Partner”) of Landmark Structures I, LP, a Texas limited partnership (the “Partnership”), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and Bret Allan (each, an “Officer” and together, the “Officers”) have been appointed as (a) Chief Executive Officer of the General Partner and (b) Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (x) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (y) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (z) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
- (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

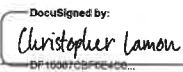
FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

[SIGNATURE PAGE TO WRITTEN CONSENT OF LANDMARK STRUCTURES I, LP]

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Jericho WD - Syosset - Convent Road - 1.5 MG Composite Elevated TankMajor Subcontractors: Hinck Electrical Contractor, Great Rock Automation, Inc.Major Suppliers: SSAB Enterprises, LLC, Philip Ross Industries, Inc.

Project Owner:

- Owner Name: Jericho Water District
- Contact Person: Kathleen Cannon
- Phone Number: 516-921-8280

Engineer/Construction Manager:

- Company Name: D&B Engineers and Architects
- Contact Person: Timothy McConnell
- Phone Number: 516-364-9890

Contract Amount:

- Initial: \$12,022,000
- Final: \$11,813,456

Contract Time

- Initial: 9/12/2022
- Final: 10/5/2023
- Completion Date: 10/5/2023

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Lino Lakes II - Birch Street - 1.5 MG Composite Elevated TankMajor Subcontractors: FPI Paving Contractors, Inc., Vinco, Inc., Viking Painting LLCMajor Suppliers: Martinez Concrete, LLC, SSAB Enterprises, LLC

Project Owner:

- Owner Name: City of Lino Lakes, MN
- Contact Person: Rick DeGardner
- Phone Number: 651-982-2400

Engineer/Construction Manager:

- Company Name: WSB & Associates, Inc.
- Contact Person: Greg Johnson
- Phone Number: 651-286-8450

Contract Amount:

- Initial: \$4,067,000
- Final: \$4,067,000

Contract Time

- Initial: 10/30/2019
- Final: 9/1/2021
- Completion Date: 7/13/2021

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Syracuse - Clearfield - 3.0 MG Composite Elevated Tank

Major Subcontractors: Viking Painting LLC, All Industrial Services Inc., Roylance Fence Inc., VK Electric, Inc.
Major Suppliers: SSAB Enterprises, LLC, Western States Rebar, Geneva Rock Products

Project Owner:

- Owner Name: City of Syracuse, UT
- Contact Person: Robert Whiteley
- Phone Number: 801-825-1477

Engineer/Construction Manager:

- Company Name: J-U-B Engineers Inc.
- Contact Person: Bryce Wilcox
- Phone Number: 801-547-0393

Contract Amount:

- Initial: \$5,445,000
- Final: \$5,445,000

Contract Time

- Initial: 5/29/2019
- Final: 4/28/2021
- Completion Date: 3/30/2021

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Garland III - 2.0 MG Composite Elevated Tank

Major Subcontractors: Reliable Paving Inc., Green Mound, T-Bar Fence, Inc, Corrpro Companies, Inc.,
Harrell & Associates, Inc.Major Suppliers: SSAB Enterprises, LLC, CMC Rebar

Project Owner:

- Owner Name: City of Garland, TX
- Contact Person: Robert Ashcraft
- Phone Number: 972-205-3203

Engineer/Construction Manager:

- Company Name: Neel-Schaffer, Inc.
- Contact Person: Derek Cheatham
- Phone Number: 817-548-0696

Contract Amount:

- Initial: \$5,133,000
- Final: \$5,133,000

Contract Time

- Initial: 1/10/2016
- Final: 8/23/2017
- Completion Date: 2/13/2017

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Port Arthur II - Terminal Rd. - 2.5 MG Composite Elevated Tank

Major Subcontractors: United Superior Services Group LLC, Epic Engineering, LLC, Unlimited Fence
Services, LLCMajor Suppliers: SSAB Enterprises, LLC, Knife River - Beaumont

Project Owner:

- Owner Name: City of Port Arthur, TX
- Contact Person: Donald Stanton
- Phone Number: 409-983-8161

Engineer/Construction Manager:

- Company Name: Arceneaux Wilson & Cole LLC
- Contact Person: Calvin Prosen
- Phone Number: 409-724-7888

Contract Amount:

- Initial: \$7,564,000
- Final: \$7,698,335

Contract Time

- Initial: 4/10/2016
- Final: 9/3/2018
- Completion Date: 9/3/2018

END OF SECTION

Non-Collusion Affidavit of Prime Bidder

STATE OF TexasCOUNTY OF TarrantI, Christopher Lamon, being first duly sworn, deposes and says that:He or she is CEO of Landmark Structures Management LLC

(Owner, Partner, Officer, Representative or Agent)

of Landmark Structures I, LP, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has 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 has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element 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 the City of Crestview or any person interested in the proposed Contract; and

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 of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: Landmark Structures I, LPBy: [Signature]

(name signed)

Christopher Lamon

(name printed or typed)

Title: CEO of Landmark Structures Management LLCDate: August 5, 2024Subscribed and sworn to me this 5th day of August, 20 24NOTARY PUBLIC: [Signature]

(name signed)

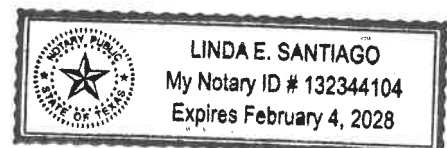
Linda E. Santiago

(name printed or typed)

Commission Expires: February 4, 2028

(SEAL)

END OF SECTION



06/21/2024

3816401

Section 00 45 53
Corporate Certificate

N/A - Landmark is a Limited Partnership

I, _____, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____.

Corporate
Secretary:

(name signed)

(name printed or typed)

(SEAL)

END OF SECTION

Section 00 45 77
Contractor's License Certification

Bidder/Contractor's Name: Landmark Structures I, LP

~~Florida~~
~~Alabama~~ Contractor's License Number: CGC1505869

~~Florida~~
~~Alabama~~ Contractor's License Classification: Certified General Contractor

~~Florida~~
~~Alabama~~ Contractor's License Bid Limit: None

Expiration Date of License: 8/31/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER: Landmark Structures I, LP

By: 

(name signed)

Christopher Lamon

(name printed or typed)

Title: CEO of Landmark Structures Management LLC

Date: August 5, 2024

END OF SECTION

This Written Consent is applicable to all corporate signatures provided within

WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP

April 29, 2024

Landmark Structures Management, LLC, a Delaware limited liability company and the general partner (the “General Partner”) of Landmark Structures I, LP, a Texas limited partnership (the “Partnership”), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and Bret Allan (each, an “Officer” and together, the “Officers”) have been appointed as (a) Chief Executive Officer of the General Partner and (b) Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (x) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (y) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (z) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
- (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

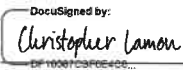
FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

[SIGNATURE PAGE TO WRITTEN CONSENT OF LANDMARK STRUCTURES I, LP]

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Authority to do Business
Section 00 21 13 Instructions to Bidders, ARTICLE 15 - SUBMITTAL OF BID,
15.01 The Bidder shall submit one original of all documents in the
envelope: D. Contractor's License Certification

- Landmark is licensed in the following states requiring licensure:

State:	License:
Alabama	19083 – General Contractor
Arizona	ROC331070 – General Contractor
Arkansas	0093380521 – Contracting
Connecticut	MCO.0902073 – Major Contractor
Delaware	2010101725
Idaho	039284 – Unlimited – 1-4 Public Works Contractor's License
Iowa	97563-05 Contractor Registration Certificate
Louisiana	37992 – Specialty Contractor
Maryland	30877743 – Contractor
Mississippi	12781 – State Board of Contractors
Montana	159181 - General Contractor
Nebraska	34302 – Contractor
Nevada	0083257 - Specialty Contractor - Tanks
New Mexico	351086 – Classification GF-07 Tanks & Towers
New Jersey	636351 – Registered Public Works Contractor
North Carolina	49304 – General Contracting
North Dakota	30273 – Class A Contractor
Oregon	190232 – Commercial General Contractor – Level 1
Rhode Island	GC-48260 - Contractor
South Carolina	G 104724 – General Contracting
South Dakota	1020-2121-ET – Contractor's Excise Tax License
Tennessee	00046978 – Contractor
Utah	11303429-5501
Virginia	2705060747A – Class A Contractor
Washington	CCLANDMS1959CB – Construction Contractor General
West Virginia	WV037332 – General Engineering

- Landmark is authorized with the Secretary of States in the following jurisdictions:
AL, AZ, AR, CA, CO, CT, FL, GA, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, ND, NE, NV, NH,
NJ, NM, NY, NC, ND, OH, OK, PA, SD, SC, TN, TX, VA, VT, WA, WV, WI, WY

State of Florida



Department of State

I certify from the records of this office that LANDMARK STRUCTURES MANAGEMENT INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on January 21, 2004.

The document number of this corporation is F04000000483.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-eighth day of January, 2004



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Equipment List
Section 00 21 13 Instructions to Bidders, ARTICLE 3 - QUALIFICATIONS OF BIDDERS, 3.01 The minimum qualifications of a responsible Bidder includes the following requirements: C. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work.

Find attached:

- Landmark's List of Elevated Tank Construction Equipment

ELEVATED TANK CONSTRUCTION EQUIPMENT

Foundation

- Forming System
- Specialty Foundation Equipment (pier, pile etc.) via Subcontractor
- Excavation/Compaction Equipment

Concrete Pedestal

- Forming Systems - Vertical Wall, Exterior Haunch and Floor Dome
- Pedestal Mount Hydraulic Crane with Hydraulic Power Unit
- Modular Crane Tower
- Floating Interior Scaffold System
- Concrete Pump and Miscellaneous Concrete Handling Equipment
- Laser Alignment System

Steel Tank

- Ground Level Modular Tank Jig with Scaffold System
- Power Generator/Air Compressor
- Welding Power Source and Automatic/Manual Welding Systems
- Hydraulic/Conventional Site Crane
- Steel Tank Hoisting System

Coatings

- Abrasive Blast Equipment
- Air Compressor with Aftercooler
- Graco Extreme 56 Paint Pump
- Respiratory Protection
- Test & Inspection Instruments

Miscellaneous

- Transport Equipment, Cargo Trailers, Office Trailers
- Site Communications System - Radio
- Survey Equipment - Laser, Theodolite, Level
- Testing and Inspection Equipment
- Miscellaneous Unscheduled Tools
- Modular Site Office and Storage

Landmark rents all other equipment, including but not limited to: project cranes, man lifts, concrete pumps, scaffolding and small, specialty tools.

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Financial Resources (Credit Application Information)
Section 00 21 13 Instructions to Bidders, ARTICLE 3 – QUALIFICATIONS
OF BIDDERS, 3.01 The minimum qualifications of a responsible Bidder
includes the following requirements: D. The Bidder shall demonstrate
financial resources of sufficient strength to meet the obligations
incident to the performance of the work covered by these Contract
Documents.

Find attached:

- Landmark's Credit Application Information



CREDIT APPLICATION INFORMATION

General:

Landmark Structures I, L.P.
1665 Harmon Road
Fort Worth, TX 76177
Phone: (817) 439-8888

Federal I.D. No. 98-0226458
Dunn & Bradstreet No. 01-761-7171
Year Established: 1974

Banking:

Branch Banking and Trust Co., now Truist
**Party must register and submit
requests through Billing Solutions at**
www.BankVOD.com

Bond:

WTW
200 Liberty Street
New York, NY 10281
Derek Pilipiak
(551) 208-3551
Derek.Pilipiak@wtwco.com

Trade References:

Commercial Metals Co.
Email request only:
centralcrediteam@cmc.com

Crocker Crane LP
PO Box 141539
Irving, TX 75014
Phone: (972) 445-1919
Fax: (972) 554-6622
Email request preferred:
cnewman@crockercrane.net

Colony Hardware Corp
P.O. Box 471999
Fort Worth, TX 76147
Phone: (817) 335-3361
Email request preferred:
sandy.mitchell@colonyhardware.com

SSAB Enterprises
801 Warrenville Rd., Ste. 800
Lisle, IL 60532
Attn: Credit Department
credit.lisle@ssab.com

U.S. Concrete Company dba
Redi-Mix Concrete
331 N. Main Street
Euless, TX 76039
Phone: (817) 835-4105
Attn: Tonya Houston

Nucor Steel - Texas
8812 Highway 79 West
Jewett, TX 75846
Phone: (903) 626-4461
Email Request Preferred:
lesa.porterfield@nucor.com

Ready Cable, Inc.
4416 Keller Hicks Rd.
Ft. Worth, TX 76244
Phone: (817) 697-4126
Ask for Linda Dickey

Payment Terms:

Landmark's payment terms are Net 30. Every effort will be made to pay all invoices within 30 days of receipt. Payment is contingent upon verification of quantities received by the field.

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Current Experience List
Section 00 45 13 Statement of Bidder's Qualifications, 6. Contracts on hand.
(Complete a "Project Information Form", or provide same required
information in a similar format, for each Contract on hand.)

Find attached:

- Landmark's Current Experience List

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Edmond - TWR-4 - 2.0 MG Composite Elevated TankMajor Subcontractors: Viking Painting LLC, Shawver & Sons, Inc.Major Suppliers: SSAB Enterprises, LLC, Dolese Bros. Co., Crimson Steel Supply, LLC

Project Owner:

- Owner Name: City of Edmond, OK
- Contact Person: Stephen Lawrence
- Phone Number: 405-359-4770

Engineer/Construction Manager:

- Company Name: Freese and Nichols, Inc.
- Contact Person: William Herndon
- Phone Number: 405-607-7060

Contract Amount:

- Initial: \$10,056,000
- Final: Project Not Complete

Contract Time

- Initial: 1/15/2023
- Final: Project Not Complete
- Completion Date: Project Not Complete

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Gun Lake Tribe - Headquarters - 1.0 MG Composite Elevated Tank

Major Subcontractors: Windemuller Electric, Inc., Corpro Companies, Inc.
Major Suppliers: SSAB Enterprises, LLC, Ersco Construction Supply, Ferguson Enterprises, LLC

Project Owner:

- Owner Name: Gun Lake Tribe
- Contact Person: Phil Biron
- Phone Number: 269-397-1780

Engineer/Construction Manager:

- Company Name: Fishbeck, Inc.
- Contact Person: Chad Everts
- Phone Number: 616-575-3824

Contract Amount:

- Initial: \$5,873,000
- Final: Project Not Complete

Contract Time

- Initial: 5/10/2023
- Final: Project Not Complete
- Completion Date: Project Not Complete

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Highland Park - Holland EST - 0.75 MG Composite Elevated Tank

Major Subcontractors: Optimize, Green Mound, Riverstone Fence
Major Suppliers: SSAB Enterprises, LLC, J & M Steel Company

Project Owner:

- Owner Name: Town of Highland Park, TX
- Contact Person: Lori Chapin
- Phone Number: 214-521-4161

Engineer/Construction Manager:

- Company Name: Kimley-Horn & Associates, Inc.
- Contact Person: Ashlyn Morgan
- Phone Number: 972-770-1300

Contract Amount:

- Initial: \$6,786,000
- Final: Project Not Complete

Contract Time

- Initial: 1/7/2024
- Final: Project Not Complete
- Completion Date: Project Not Complete

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: SJWD - Friendship - 1.25 MG Composite Elevated TankMajor Subcontractors: Iseler Demolition, IPCO, TankersleyMajor Suppliers: SSAB Enterprises, LLC, Core and Main

Project Owner:

- Owner Name: SJWD Water District, SC
- Contact Person: Corey Bennett
- Phone Number: 864-439-4423

Engineer/Construction Manager:

- Company Name: Black & Veatch
- Contact Person: Chad Walters
- Phone Number: 864-234-6678

Contract Amount:

- Initial: \$6,381,000
- Final: Project Not Complete

Contract Time

- Initial: 2/15/2024
- Final: Project Not Complete
- Completion Date: Project Not Complete

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Rogers Co. RWD - Tacora Water Tower - 2.0 MG Composite Elevated Tank

Major Subcontractors: J&G Electrical, Woolery Fence, Viking Landscape
Major Suppliers: SSAB Enterprises, LLC, Crimson Steel Supply, LLC

Project Owner:

- Owner Name: Rogers Co. Rural Water District No. 3, OK
- Contact Person: Kelly King
- Phone Number: 918-341-0851

Engineer/Construction Manager:

- Company Name: Kellogg Engineering
- Contact Person: Brian Kellogg
- Phone Number: 918-275-4080

Contract Amount:

- Initial: \$5,859,000
- Final: Project Not Complete

Contract Time

- Initial: 4/4/2024
- Final: Project Not Complete
- Completion Date: Project Not Complete

END OF SECTION

LANDMARK CURRENT EXPERIENCE LIST

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
GEORGETOWN - HOOVER - TANK 2 OF 2 2675 CR 223 Florence, Texas 76527 40.00 Composite 2 MG 5/10/2024 \$5,451,900	City of Georgetown - TX 808 Martin Luther King Jr St Georgetown, Texas 78627 Hunter Anderson 5129302574 Hunter.Anderson@Georgetown.org	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Allen Woelke 5123461100 woelkead@cdmsmith.com
GEORGETOWN - PARKSIDE - TANK 1 OF 2 356 Ft Cobb Way Georgetown, Texas 78628 121.00 Composite 1.5 MG 5/10/2024 \$4,922,100	City of Georgetown - TX 808 Martin Luther King Jr St Georgetown, Texas 78627 Hunter Anderson 5129302574 Hunter.Anderson@Georgetown.org	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Allen Woelke 5123461100 woelkead@cdmsmith.com
NASA - JOHNSON SPACE CENTER E Linkage Road Houston, Texas 77058 Composite 0.75 MG \$4,629,000	NASA - Lyndon B. Johnson Space Center 2101 NASA Parkway Houston, 77058 Andrea Browne andrea.browne-1@nasa.gov	RS&H, Inc. - Houston - TX 11011 Richmond Avenue Houston, 77042 Thomas Womeldurf 7139144455 thomas.womeldurf@rsandh.com
USACE - SOUTHPORT - MOTSU Sunny Point Rd Southport, North Carolina 28461 199.00 Composite 0.75 MG 6/5/2024 \$4,831,800	U.S. Army Corps of Engineers - Wilmington - NC 69 Darlington Ave Wilmington, 28403 Jason Smith 9102514700 jason.s.smith@usace.army.mil	Bering Straits Native Corporation PO Box 1008 Nome, 99762 John Gaudin 9074435252 jgaudin@beringstraits.com
SALUDA CO. WSA - HOLLEY FERRY-SPANN ROAD - Spann Road and Corley Bridge Road , South Carolina 128.00 Composite 1.5 MG \$4,693,000	Saluda County Water and Sewer Authority - SC 106 N Jennings Street Saluda, South Carolina 29138 Jason Fell 8644459572 jason.fell.scwsa@gmail.com	MBD Consulting Engineers - Conway - SC 1300 2nd Avenue Ste 211 Conway, South Carolina 29526 Joseph McGougan 8434880124 jmcgougan@mbd-eng.com
BWRPWA - ROGERS 15531 Woods Lodge Road Rogers, Arkansas 72756 100.50 Composite 4 MG 11/27/2024 \$13,141,000	Benton Washington Regional PWA 15531 Woods Lodge Road Rogers, Arkansas 72756 Scott Borman 4794519516 Scott.Borman@bwrpwa.com	Crist Engineers, Inc. - Little Rock - AR 1 Executive Center Court Little Rock, Arkansas 72211 Matthew Dunn 5016641552 mdunn@cristengineers.com
GRAND PRAIRIE - ROBINSON ROAD 1702 Robinson Road Grand Prairie, Texas 75051 138.00 Composite 2 MG 10/4/2024 \$11,286,000	City of Grand Prairie - TX Office of the City Engineer 206 West Church Street Grand Prairie, Texas 75050 Gabriel Johnson 9722378141 gjohnson@gptx.org	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
GREEN VALLEY SUD - CIBOLO - HOMESTEAD Homestead Parkway Cibolo, Texas 78108 174.50 Composite 0.3 MG 5/25/2024 \$3,878,000	Green Valley SUD - TX 529 South Center St Marion, Texas 78124 Pat Allen 8309142330 pallen@gvsud.org	Trihydro - New Braunfels - TX 1672 Independence Drive New Braunfels, 78132 Jason Vreeland 8306263588 jvreeland@trihydro.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
LAWRENCE - STRATFORD 1740 Stratford Road Lawrence, Kansas 66044 133.50 Composite 0.5 MG 9/27/2024 \$5,288,000	City of Lawrence - KS 6 E. 6th Street Lawrence, Kansas 66044 Leah Morris 7858327800 lemorris@lawrenceks.org	Black & Veatch - Kansas City - MO 8400 Ward Parkway Kansas City, Missouri 64114 Andrew Hansen 9134582000 hansenaj@bv.com
BRYAN - CHICK LANE 6100 Chick Lane Bryan, Texas 77807 178.00 Composite 2 MG 9/2/2024 \$6,476,000	City of Bryan - TX 300 South Texas Avenue Bryan, Texas 77803 Laura Perez 9792095100 lperez@bryantx.gov	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Mariel S. Sturm 5123461100 sturmms@cdmsmith.com
EDMOND - TWR-4 33rd Street & Technology Dr Edmond, Oklahoma 73013 168.00 Composite 2 MG 1/4/2025 \$10,056,000	City of Edmond - OK 24 East 1st St. Edmond, Oklahoma 73083 Stephen Lawrence 4053594770 stephen.lawrence@edmondok.com	Freese and Nichols, Inc. - Oklahoma City - OK 6303 N Portland Ave, Suite 100 Oklahoma City, 73112 William Herndon 4056077060 wch@freese.com
BRYAN COUNTY - MEGA SITE Bryan County Mega-Site / I-16 and Hwy 280 Pembroke, Georgia 167.00 Composite 2 MG 10/8/2024 \$10,616,000	Bryan County - GA 66 Captain Morgan Freeman Jr. Richmond Hill, Georgia 31321 Kirk Croasmun 9126534967 kcroasmun@bryan-county.org	Thomas & Hutton Engineering Co. - Savannah - GA 50 Park of Commerce Way Savannah, Georgia 31402 Matthew Frazier 9122345300 frazier.m@tandh.com
ALLIANCE RWA - SOUTH ELEVATED TANK 1050 FM 1339 & State Hwy 123N Kingsbury, Texas 78638 100.00 Composite 1 MG 6/19/2024 \$4,573,000	Alliance Regional Water Authority - TX 1040 Highway 123 San Marcos, 78666 Graham Moore 5122943214 gmoore@alliancewater.org	Plummer Associates, Inc. - Austin - TX 6300 La Calma Drive Austin, Texas 78752 Eelhard Meneses 5124525905 emeneses@plummer.com
SEVERANCE - CR 21 37487 CR 21 Windsor, Colorado 80550 135.00 Composite 1.5 MG 12/30/2024 \$5,438,000	Town of Severance - CO 3 S Timber Ridge Parkway Severance, 80546 Bill Cornelious 9706861218 BCornelius@townofseverance.org	Colorado Civil Group 2204 Hoffman Drive Loveland, Colorado 80538 Chris Messersmith 9702780029 cmessersmith@ccginc.us
NEW YORK DOC - MID-STATE CORRECTIONAL Bigelow Drive Marcy, New York 13403 161.00 Composite 2 MG 9/30/2025 \$9,343,000	NY - Office of General Services 35th Floor Corning Tower Albany, 12242 Nicole Cheplowitz 5184740203 DCPlans@ogs.ny.gov	H2M Architects & Engineers - Melville - NY 538 Broad Hollow Road Melville, 11747 Joseph Todaro 6317568000 jtodaro@h2m.com
KAUFMAN CO. MUD - CRANDALL - EST #2 Great Belt Boulevard Crandall, Texas 75126 Composite 0.75 MG 6/30/2024 \$3,778,000	Kaufman County MUD No. 12 14755 Preston Road, Suite 600 Dallas, Texas 75254 9727881600	Peloton Land Solutions - Frisco - TX 11000 Frisco Street, Suite 400 Frisco, 75033 Andrew Mizerek 4692131800 andrew.mizerek@pelotonland.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
TOMBALL - GRAND PARKWAY EST (14632) Boudreaux Road Tomball, Texas 77377 168.00 Composite 1 MG 1/23/2025 \$5,178,000	City of Tomball - TX 401 Market Street Tomball, Texas 77375 David Esquivel 2813515484 desquivel@tomballtx.gov	Freese and Nichols, Inc. - Pearland - TX 11200 Broadway St., Suite 2320 Pearland, Texas 77584 Jared Barber 8324564700 jared.barber@freese.com
PATOKA LAKE RWSD - PAOLI ZONE - TANK #5 S CR 310 W Paoli, Indiana 47454 117.00 Composite 1 MG 10/15/2024 \$3,989,000	Patoka Lake Regional Water & Sewer District - IN 2647 N State Road 545 Dubois, Indiana 47527 8126788300	Midwestern Engineers Inc. - Loogootee - IN 802 W. Broadway St. Loogootee, Indiana 47553 John Wetzel 8122952800 jwetzel@midwesterneng.com
KANSAS CITY V - PROSPECT EST 12910 Robinson Pike Road Grandview, Missouri 64030 198.00 Composite 3 MG \$10,447,000	City of Kansas City - MO 4800 East 63rd Street Kansas City, Missouri 64130 John Reddy 8165133600 john.reddy@kcmo.org	Burns & McDonnell Engineering Inc. - Kansas City - MO 9400 Ward Parkway Kansas City, Missouri 64114 Jeffrey W. Heidrick 8163339400 jheidrick@burnsmcd.com
FORT WORTH - WESTSIDE IV - VEALE RANCH 4th Street (of Aledo Iona Road) Fort Worth, Texas 76126 110.00 Composite 1.5 MG 12/27/2024 \$5,670,000	City of Fort Worth - TX 920 Foutnier St Fort Worth, Texas 76101 Farida Goderya 8173924477 farida.goderya@fortworthtexas.gov	Kimley-Horn & Associates, Inc. - Fort Worth - TX 801 Cherry Street, Suite 1300, Unit 11 Fort Worth, Texas 76102 Kyle Welden 8173356511 kyle.welden@kimley-horn.com
WEST TRAVIS CO PUA - 1240 ELEVATED STORAGE TANK 304 Old Stone Road Austin, Texas 78737 125.00 Composite 1 MG 6/9/2024 \$3,880,000	West Travis County PUA - TX 13215 Bee Cave Parkway, buildingB Suite 110 Bee Cave, 78738 5122630100	Murfee Engineering Company, Inc. (MEC)- Austin - TX 1101 S Capital of Texas Hwy, Building D, Site 110 Austin, Texas 78746 Bryce Canady 5123279204 bcanady@murfee.com
KALISPELL - UTILITY LOT 2 US-93 Kalispell, Montana 59901 165.00 Composite 1 MG 9/8/2025 \$11,954,000	City of Kalispell - MT 201 1st Ave East Kalispell, 59901 Keith Haskins 4067587756 khaskins@kalispell.com	Robert Peccia & Associates - Helena - MT 3147 Saddle Drive Helena, 59601 Kaela Murphy 4064475000 kmurphy@rpa-hln.com
GUN LAKE TRIBE - HEADQUARTERS 2872 Mission Drive Shelbyville, Michigan 49344 180.00 Composite 1 MG \$5,873,000	Gun Lake Tribe (AKA - Match-E-Be-Nash-She-Wish Band of 2872 Mission Drive Shelbyville, 49344 2693971780	Fishbeck, Inc. - Grand Rapids - MI 1515 Arboretum Drive SE Grand Rapids, Michigan 49546 Chad Everts 6165753824 creverts@fishbeck.com
WAUKEE - 3RD STREET ELEVATED TANK 1255 3rd Street Wauke, Iowa 50263 156.00 Composite 2.5 MG 11/29/2025 \$7,764,000	City of Waukee - IA 230 W Hickman Rd Waukee, 50263 Rudy Koester 5159787900 rkoester@waukee.org	Veenstra & Kimm, Inc. - West Des Moines - IA 3000 Westown Parkway West Des Moines, Iowa 50266 Andrew Willcuts 5152258000 awillcuts@v-k.net

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
SPOKANE - HIGH SYSTEM RESERVOIR (HAMBLIN) Crestline Street (Hamblen Park) Spokane, Washington 99203 80.00 Composite 1.9 MG 6/30/2025 \$9,842,000	City of Spokane - WA 808 W Spokane Falls Blvd Spokane, Washington 99201 Richard Proszek 5096256700 rproszek@spokanecity.org	City of Spokane - WA 808 W Spokane Falls Blvd Spokane, Washington 99201 Richard Proszek 5096256700 rproszek@spokanecity.org
VIRGINIA BEACH V - GREAT NECK TANK 1904 Thomas Bishop Ln Virginia Beach, Virginia 23454 Composite 1 MG \$8,749,000	City of Virginia Beach - VA 2405 Courthouse Drive - Municipal Center Virginia Beach, Virginia 23456 John D. Tigert 7573854171 jttigert@vb.gov	Hazen & Sawyer, P.C. - Virginia Beach - VA 4500 Main Street, Suite 500 Virginia Beach, 23462 P. Troy McPherson 7574970490 tmcpherson@hazenandsawyer.com
TOPEKA - SHERWOOD SOUTH 7307 SW 41st Street Topeka, Kansas 66610 107.00 Composite 1 MG 1/26/2025 \$4,762,000	City of Topeka - KS 215 SE 7th Street, Room 60 Topeka, Kansas 66603 Duncan Theuri 7853683801 dtheuri@topeka.org	Bartlett & West, Inc. - Topeka - KS 1200 SW Executive Drive Topeka, Kansas 66615 Adam Olson 7852722252 adam.olson@bartwest.com
FRISCO - PRESTON ROAD AT PGA PARKWAY Preston Road at PGA Parkway Frisco, Texas 75035 Composite 2.5 MG 4/5/2025 \$13,749,000	City of Frisco - TX 6101 Frisco Square Blvd Frisco, Texas 75034 Shawn Halle 9722925000 shalle@friscotexas.gov	Dunaway Associates - Fort Worth - TX 550 Bailey Ave Fort Worth, Texas 76107 Bryan Sherrieb 8173351121 bsherrieb@dunaway.com
MID-SOUTH SYNERGY - MONTGOMERY - MISD HIGH Lake Creek High School campus on FM 2854 Road Montgomery, Texas 77316 Composite 1 MG 12/2/2024 \$4,582,000	Mid-South Synergy (MSEC Enterprises) - TX 15600 FM 2854 Montgomery, Texas 77316 Jon Blakley 9368255100 jblakley@midsouthsynergy.com	McClure and Browne Engineering 1008 Woodcreek Drive, Suite 103 College Station, Texas 77845 Josh Fry 9796933838 joshf@mcclurebrowne.com
LANSING BWL - WOOD STREET Wood Street Lansing, Michigan 48912 156.00 Composite 2.5 MG 12/30/2025 \$13,230,000	Lansing Board of Water & Light - MI 1201 S Washington Ave Lansing, Michigan 48901 Derek Ambs 5173716519 Derek.Ambs@LBWL.COM	HDR Engineering, Inc. - Kansas City - MO 10450 Holmes Road, Suite 600 Kansas City, Missouri 64131 Ronald Hardee 8163602700 ronald.hardee@hdrinc.com
INDIANA AMERICAN WATER - WEST LAFAYETTE Klondike Rd West Lafayette, Indiana 47906 140.00 Composite 1.5 MG 12/30/2024 \$5,345,000	Indiana American Water - Greenwood - IN 153 N Emerson Avenue Greenwood, Indiana 46143 Michael Seals 3178810206 michael.seals@amwater.com	Tank Industry Consultants - Indianapolis - IN 7740 West New York Street Indianapolis, 46214 Patrick Brown 3172713100 brown@tankindustry.com
DALLAS - EXECUTIVE DRIVE 205 Executive Road Dallas, Texas 75218 124.00 Composite 2 MG 9/1/2025 \$13,900,000	City of Dallas - Water Utilities - TX 1500 Marilla Street Dallas, Texas 75201 Patricia Davis 2146703146 patricia.davis@dallas.gov	Arredondo, Zepeda & Brunz, LLC - Dallas - TX 11355 McCree Rd. Dallas, Texas 75238 Shannon Nerren 2143419900 snerren@azb-engrs.com

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LOUISA COUNTY - SHANNON HILL REGIONAL Shannon Hill Regional Business Park Louisa, Virginia 23093 Composite 0.75 MG 1/27/2025 \$6,053,000	Louisa County - VA 1 Woolfolk Avenue Louisa, 23093 Sam Massie 5409673462 smassie@louisa.org	Timmons Group - Richmond - VA 1001 Boulders Parkway, Suite 300 Richmond, 23225 Bruce Strickland, Jr. 8042006389 bruce.strickland@timmons.com
GREATER TEXOMA UA - VAN ALSTYNE - WELL SITE #5 1350 W Van Alstyne Parkway Van Alstyne, Texas 75495 Composite 0.75 MG 1/29/2025 \$4,470,000	Greater Texoma Utility Authority - Denison - TX 5100 Airport Drive Denison, Texas 75020 Paul Sigle 9037864433 paul@gtua.org	McManus & Johnson Consulting Engineers, LLC - Van Alstyne - 77 FM 3356 Van Alstyne, Texas 75495 Douglas Showers 8883446523 dshowers@mcmanusjohnson.com
MEBANE - THIRD STREET EXTENSION 1420 South Third Street Extension Mebane, North Carolina 27302 183.00 Composite 1 MG \$7,577,000	City of Mebane - NC 106 E Washington Street Mebane, 27302 Kyle Smith 9195635901 ksmith@cityofmebane.com	Hazen & Sawyer, P.C. - Greensboro - NC 620 Green Valley Road, Suite 101 Greensboro, 27408 Brad Bennett 3362927490 bbennett@hazenandsawyer.com
NEW BRAUNFELS - CONRADS EST 797U Conrads Lane New Braunfels, Texas 78130 163.50 Composite 2 MG 6/30/2025 \$7,336,000	New Braunfels Utilities - TX 355 FM 306 New Braunfels, Texas 78130 Adam Willard 8306088867 awillard@nbutexas.com	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
EDINBURG - BUSINESS 281 EST N Business Hwy 281 Edinburg, Texas 78541 129.00 Composite 1 MG 1/26/2025 \$5,037,000	City of Edinburg - TX 415 W. University Drive Edinburg, Texas 78539 Gerardo Carmona 9563835661 gcarmona@cityofedinburg.com	Melden & Hunt, Inc. - Edinburg - TX 115 West McIntyre St. Edinburg, Texas 78541 Allan Booe 9563810981 abooe@meldenandhunt.com
BENBROOK WA - SOUTH ELEVATED TANK 815 Mercedes Street Fort Worth, Texas 76126 105.00 Composite 0.4 MG 12/2/2024 \$3,272,000	Benbrook Water Authority - TX 1121 Mercedes Street Benbrook, Texas 76126 David Smith 8172491250 dsmith@benbrookwater.com	Tank Industry Consultants - Indianapolis - IN 7740 West New York Street Indianapolis, 46214 Patrick Brown 3172713100 brown@tankindustry.com
LUCAS - WEST LUCAS ROAD 325 West Lucas Rd Lucas, Texas 75002 118.50 Composite 0.75 MG \$4,089,000	City of Lucas - TX 665 Country Club Road Lucas, Texas 75002 Joe Grajewski 9727278999 jgrajewski@lucastexas.us	Cobb Fendley & Associates - Frisco - TX 2801 Network Blvd. Frisco, Texas 75034 Paul Carline 972353214 pcarline@cobb fendley.com
AQUARION WC - NICHOLS WST 475 - 595 Huntington Street (Trap Falls WTP) Shelton, Connecticut 06484 75.00 Composite 0.5 MG 8/31/2025 \$3,387,000	Aquarion Water Company - Bridgeport - CT 600 Lindley Street Bridgeport, Connecticut 06606 Ken Feldkamp 2033375941 Kfeldkamp@aquarionwater.com	Tighe & Bond, Inc. - Westfield - MA 53 Southampton Road Westfield, Massachusetts 01085 Jennifer Reynolds 4135621600 jreynolds@tighebond.com

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NORTH LAS VEGAS - APEX INDUSTRIAL PARK Apex Power Parkway North Las Vegas (Moapa), Nevada 89025 105.00 Composite 1.25 MG \$5,685,000	City of North Las Vegas - NV 2250 Las Vegas Blvd. North North Las Vegas, 89030 Robert Huggins 7026331200 hugginsr@cityofnorthlasvegas.com	Poggemeyer Design Group - Las Vegas - NV 6960 Smoke Ranch Rd. # 110 Las Vegas, 89128 Daisy Vidal 7022558100 dvidal@kleinfelder.com
CONROE - WATER PLANT #30 (MORAN RANCH) Moran Ranch Willis, Texas 77378 175.00 Composite 1 MG \$3,878,000	City of Conroe - TX 300 W. Davis Conroe, Texas 77305 Kristina Colville 9365223140 KColville@cityofconroe.org	City of Conroe - TX 300 W. Davis Conroe, Texas 77305 Tara Gaha 9365223140 tgaha@cityofconroe.org
MEDINA COUNTY - SUBSTATION ROAD 1621 Substation Road Brunswick, Ohio 44212 Composite 0.75 MG \$5,417,000	Medina County - OH 144 North Broadway Street Medina, Ohio 44256 Jeremy Sinko 3307239585 jsinko@ohmedinaco.org	GPD Group - Akron - OH 520 South Main Street, Suite 2531 Akron, 44311 Luke (Lucas) Murry 3305722100 LMurry@gpdgroup.com
STEBENVILLE - WEST END CR 26 and Lovers Lane Steubenville, Ohio 43953 135.00 Composite 0.4 MG \$4,233,000	City of Steubenville - OH 238 South Lake Erie Avenue Steubenville, Ohio 43952 7402836040	ARCADIS - Columbus - OH 100 East Campus View Blvd. Columbus, Ohio 43235 Matt McCutcheon 6149859100 Matthew.McCutcheon@arcadis.com
HIGHLAND PARK - HOLLAND EST 4544 Mahanna Street Dallas, Texas 75209 92.50 Composite 0.75 MG \$6,786,000	Town of Highland Park - TX 4700 Drexel Drive Highland Park, 75205 Lori Chapin 2145214161 lchapin@hptx.org	Kimley-Horn & Associates, Inc. - Dallas - TX 13455 Noel Road Dallas, Texas 75251 Ashlyn Morgan 9727701300 Ashlyn.Morgan@kimley-horn.com
MANVEL - MANVEL PARKWAY EST Iowa Lane (E of SH288/W of Manvel Pkwy) Manvel, Texas 77578 145.75 Composite 1 MG \$5,823,000	City of Manvel - TX 20031 Morris Ave (Highway 6) Manvel, 77578 Adewale Taiwo 2814890630 adewale.taiwo@cityofmanvel.com	HDR Engineering, Inc. - San Antonio - TX 613 NW Loop 410, Suite 700 San Antonio, Texas 78216 Todd Warrix 2108412800 todd.warrix@hdrinc.com
FRANKLIN - SOUTH LOVERS LANE ROAD S Lovers Lane Road Franklin, Wisconsin 53132 168.50 Composite 1 MG 12/14/2025 \$6,833,000	City of Franklin - WI 9229 W. Loomis Road Franklin, Wisconsin 53132 Glen Morrow 4144257500 gmorrow@franklinwi.gov	Applied Technologies, Inc. - Brookfield - WI 13400 Bishop's Ln, Suite 270 Brookfield, Wisconsin 53005 Will Hein 2627847690 wahein@ati-ae.com
CANANDAIGUA-FARMINGTON - BRICKYARD ROAD 2131 Brickyard Road Canandaigua, New York 14424 162.20 Composite 2 MG 10/19/2025 \$9,672,000	Canandaigua-Farmington Water District 1000 County Road 8 Farmington, 14425 Michelle Finley townclerk@farmingtonny.gov	MRB Group - Rochester - NY 145 Culver Road, Suite 160 Rochester, New York 14620 David Herman 5853819250 dave.herman@mrbgroup.com

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GOFORTH SUD - NIEDERWALD - PLANT C 1100 Engelke Road Kyle, Texas 78640 150.00 Composite 1.5 MG 7/10/2025 \$4,983,000	Goforth SUD - TX 8900 Niederwald Strasse Road Kyle, Texas 78640 5123765695	Southwest Engineers Inc. - Gonzales - TX 307 St. Lawrence Street Gonzales, Texas 78629 Neal Goedrich 8306727546 neal.goedrich@swengineers.com
KYLE and ANTHEM MUD - HOOVER DRIVE STATION 187 Hoover Drive Kyle, Texas 78640 110.00 Composite 1 MG 7/10/2025 \$4,730,000	City of Kyle - TX 520 Ranch to Market Road 150 Kyle, Texas 78640 Harper Wilder 5122623024 hwilder@cityofkyle.com	Atwell, LLC - Austin - TX 805 Las Cimas Parkway Austin, 78746 David Fusilier 5129040505 dfusilier@atwell-group.com
SJWD - FRIENDSHIP - TANK 1 OF 2 1692 Hwy 357 Lyman, South Carolina 29365 155.50 Composite 1.25 MG 12/16/2025 \$6,381,000	SJWD Water District - SC 307 Spartanburg Highway Wellford, South Carolina 29385 Corey Bennett 8644394423 cbennett@sjwd.com	Black & Veatch - Greenville - SC 201 Brookfield Parkway, Suite 150 Greenville, South Carolina 29607 Chad Walters 8642346678 WaltersC@bv.com
SJWD - REIDVILLE - TANK 2 OF 2 121 Apple Valley Road Duncan, South Carolina 29334 181.50 Composite 1.5 MG 12/16/2025 \$7,350,000	SJWD Water District - SC 307 Spartanburg Highway Wellford, South Carolina 29385 Corey Bennett 8644394423 cbennett@sjwd.com	Black & Veatch - Columbia - SC 1411 Gervais Street Columbia, 29201 Chad Walters WaltersC@bv.com
KING WILLIAM CO. - MANQUIN EWST Manfield Road Manquin, Virginia 23106 172.00 Composite 0.6 MG 11/7/2025 \$6,533,000	King William County - VA 180 Horse Landing Rd King William, 23086 Julie Mills 8047693011 julie.mills@kwc.gov	Bowman Consulting - Williamsburg - VA 263 McLaws Circle, Suite 205 Williamsburg, 23185 Brian Wrestler 7572291776 bwrestler@bowman.com
PETERSBURG - SE WATER INFRASTRUCTURE 2975 Frontage Road Petersburg, Virginia 23805 165.00 Composite 2 MG 10/13/2025 \$8,287,000	City of Petersburg - VA 135 N Union Street Petersburg, 23803 Lisa Scott 8047332300 lscott@petersburg-va.org	American Engineering - Chesapeake - VA 830 Greenbrier Circle, Suite 110 Chesapeake, 23320 Patrick Lewis 7574686800 plewis@american-ea.com
WYLIE - BALLARD ELEVATED STORAGE TANK 1401 S. Ballard Avenue Wylie, Texas 75098 136.00 Composite 1.5 MG 11/11/2024 \$7,444,000	City of Wylie - TX 2000 N. Hwy. 78 Wylie, Texas 75098 Glenna Hayes 9724428100 glenna.hayes@wylietetexas.gov	Birkhoff, Hendricks & Carter, LLP 11910 Greenville Avenue Dallas, Texas 75243 Joe Carter 2143617900 jcarter@bhcllp.com
STANTON - MARTIN COUNTY - RECREATIONAL CR 3601 and Business I-20 Stanton, Texas 79782 140.00 Composite 0.3 MG 1/14/2025 \$2,549,500	City of Stanton - TX Stanton, Ryan Bray ryan@butlercohen.com	Dunaway DBI (formerly Daniel & Brown Inc.) - Farmersville - 118 McKinney Street Farmersville, Texas 75442 Eddy Daniel 9727847777 EDaniel@dunaway.com

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NORTH BALDWIN UTILITIES - BAY MINETTE AT Aluminum Way Bay Minette, Alabama 36507 127.50 Composite 2 MG 9/11/2025 \$5,649,000	North Baldwin Utilities - AL 25 Hand Avenue Bay Minette, 36507 LeeAnn May leeann.may@nbumail.com	Tensaw Engineering, LLC - AL 15 Hand Avenue, Suite 158 Bay Minette, 36507 Benjamin White bwhite@tensawengineering.com
MIDLOTHIAN - RAILPORT EST Ward Road Midlothian, Texas 76065 215.00 Composite 2 MG 9/7/2025 \$9,076,000	City of Midlothian - TX 104 West Avenue E Midlothian, Texas 76065 Mike Adams 9727751083 mike.adams@midlothian.tx.us	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Amanda Johnson 8177357300 amanda.johnson@freese.com
ROGERS CO. RWD - TACORA WATER TOWER Oak Street (& S Cedar) Claremore, Oklahoma 74017 Composite 2 MG 5/29/2025 \$5,859,000	Rogers Co. Rural Water District #3 - OK 13277 South Ash Street Claremore, 74017 9183410851	Kellogg Engineering 6755 S. 4060 Road Talala, Oklahoma 74080 Brian Kellogg 9182754080 bkellogg@totalcsi.com
PILOT POINT - BURKS WATER IMPROVEMENTS E Burks Street (& US 377) Pilot Point, Texas 76258 160.75 Composite 1 MG 8/7/2025 \$6,541,000	City of Pilot Point - TX 102 E Main Street Pilot Point, 76258 Trent Vandagriff 9406862165 tvandagriff@cityofpilotpoint.org	Wall Engineering 223 N Washington Durant, Oklahoma 74701 Brandon Wall 5809241800 brandon@wallengineering.com
AQUA WSC - OWENS EST Hwy 95 (& Oak Meadow Dr) Bastrop, Texas 78602 150.00 Composite 1 MG 9/20/2025 \$5,565,000	Aqua Water Supply Corporation - TX 415 Old Austin Hwy Bastrop, Texas 78602 Emily O'Leary 5123033943	Quiddity (FKA Jones & Carter) - Bellaire - TX 6330 West Loop South Bellaire, Texas 77401 Alan M. Moon 7137775337 amoon@quiddity.com
STORM LAKE - WATER TOWER NO. 5 228 Mae Street Storm Lake, Iowa 50588 118.00 Composite 1.75 MG 10/30/2025 \$6,624,000	City of Storm Lake - IA 620 Erie Street Storm Lake, 50588 Keri Navratil 7127328000 navratil@stormlake.org	ISG, Inc. - Des Moines - IA 217 E 2nd Street, Suite 110 Des Moines, 50309 Tiffany Kruienza 5152439143 Tiffany.Kruienza@ISGinc.com
BLOOMINGTON - ENTERPRISE W Hamilton Rd (& S Morris Ave) Bloomington, Illinois 61704 111.00 Composite 1 MG \$7,485,010	City of Bloomington - IL 109 E. Olive Street Bloomington, 61702 Carla Murillo 3094342210 cmurillo@cityblm.org	Donohue & Associates, Inc. - Champaign - IL 1605 S State Street, Suite 1C Champaign, Illinois 61820 Will Gray 2173529990 wgray@donohue-associates.com
REFUGIO - SWIFT STREET Swift Street Refugio, Texas 78377 138.00 Composite 0.5 MG \$4,932,000	Town of Refugio - TX 609 Commerce St. Refugio, Texas 78377 Jose Deleon 3615265361	Ardurra (formerly LNV) - Corpus Christi - TX 801 Navigation Blvd, Suite 300 Corpus Christi, Texas 78408 Grady Atkinson 3618831984 GAtkinson@ardurra.com

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DUNCAN - EL RANCHO 3914 El Rancho Drive Duncan, Oklahoma 73533 89.00 Composite 1 MG \$6,139,000	City of Duncan - OK 1600 Highway 81 Duncan, Oklahoma 73533 5802520250	Freese and Nichols, Inc. - Oklahoma City - OK 6303 N Portland Ave, Suite 100 Oklahoma City, 73112 Meagan Brown 4056077060 meagan.brown@freese.com
SPRINGDALE WATER - WESTERN CORRIDOR STORAGE 2338 S 40th Street Springdale, Arkansas 72762 127.00 Composite 3 MG \$10,541,000	Springdale Water Utilities 526 Oak Ave Springdale, Arkansas 72764 Heath Ward 4797515751 hward@springdalewater.com	Olsson Associates - Fayetteville - AR 302 E Millsap Road Fayetteville, Arkansas 72703 Andrew Stengel 4794433404 astengel@olsson.com
HURST - MARY DRIVE EST 752 Mary Drive Hurst, Texas 76053 152.00 Composite 0.75 MG \$6,331,000	City of Hurst - TX 1505 Precinct Line Road Hurst, 76054 Gregory Dickens 8177887000 gdickens@hursttx.gov	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Oppenorth 8177357300 rmo@freese.com
CHESTERFIELD CO. - ENON 1950 Bermuda Hundred Road Chester, Virginia 23836 155.00 Composite 2 MG \$9,266,000	Chesterfield County - VA 9901 Lori Road Chesterfield, Virginia 23832 8047481000	Whitman, Requardt and Associates, LLP - Richmond - VA 9030 Stony Point Parkway, Suite 220 Richmond, Virginia 23235 Chris Briggs 8042728700 cbriggs@wralip.com
MAGNOLIA - WATER PLANT 4 FM 1488 Road Magnolia, Texas 77354 184.00 Composite 0.5 MG \$3,768,000	City of Magnolia - TX 18111 Buddy Riley Blvd Magnolia, 77354 David Coburn 2813562266 dcoburn@cityofmagnolia.com	Baxter & Woodman Inc. - Houston - TX 11450 Compaq Center Drive, Suite 660 Houston, Texas 77070 Janice Noeldner 2813507027 JNoeldner@baxterwoodman.com

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's List of Most Important Projects
Section 00 45 13 Statement of Bidder's Qualifications, 10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. (Complete a "Project Information Form", or provide same required information in a similar format, for each Project listed.)

Find attached:

- Landmark's List of Most Important Projects

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Jericho WD - Syosset - Convent Road - 1.5 MG Composite Elevated TankMajor Subcontractors: Hinck Electrical Contractor, Great Rock Automation, Inc.Major Suppliers: SSAB Enterprises, LLC, Philip Ross Industries, Inc.

Project Owner:

- Owner Name: Jericho Water District
- Contact Person: Kathleen Cannon
- Phone Number: 516-921-8280

Engineer/Construction Manager:

- Company Name: D&B Engineers and Architects
- Contact Person: Timothy McConnell
- Phone Number: 516-364-9890

Contract Amount:

- Initial: \$12,022,000
- Final: \$11,813,456

Contract Time

- Initial: 9/12/2022
- Final: 10/5/2023
- Completion Date: 10/5/2023

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Lino Lakes II - Birch Street - 1.5 MG Composite Elevated Tank

Major Subcontractors: FPI Paving Contractors, Inc., Vinco, Inc., Viking Painting LLC
Major Suppliers: Martinez Concrete, LLC, SSAB Enterprises, LLC

Project Owner:

- Owner Name: City of Lino Lakes, MN
- Contact Person: Rick DeGardner
- Phone Number: 651-982-2400

Engineer/Construction Manager:

- Company Name: WSB & Associates, Inc.
- Contact Person: Greg Johnson
- Phone Number: 651-286-8450

Contract Amount:

- Initial: \$4,067,000
- Final: \$4,067,000

Contract Time

- Initial: 10/30/2019
- Final: 9/1/2021
- Completion Date: 7/13/2021

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LP

Project Description: Syracuse - Clearfield - 3.0 MG Composite Elevated Tank

Major Subcontractors: Viking Painting LLC, All Industrial Services Inc., Roylance Fence Inc., VK Electric, Inc.

Major Suppliers: SSAB Enterprises, LLC, Western States Rebar, Geneva Rock Products

Project Owner:

- Owner Name: City of Syracuse, UT
- Contact Person: Robert Whiteley
- Phone Number: 801-825-1477

Engineer/Construction Manager:

- Company Name: J-U-B Engineers Inc.
- Contact Person: Bryce Wilcox
- Phone Number: 801-547-0393

Contract Amount:

- Initial: \$5,445,000
- Final: \$5,445,000

Contract Time

- Initial: 5/29/2019
- Final: 4/28/2021
- Completion Date: 3/30/2021

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Garland III - 2.0 MG Composite Elevated Tank

Major Subcontractors: Reliable Paving Inc., Green Mound, T-Bar Fence, Inc, Corrpro Companies, Inc.,
Harrell & Associates, Inc.Major Suppliers: SSAB Enterprises, LLC, CMC Rebar

Project Owner:

- Owner Name: City of Garland, TX
- Contact Person: Robert Ashcraft
- Phone Number: 972-205-3203

Engineer/Construction Manager:

- Company Name: Neel-Schaffer, Inc.
- Contact Person: Derek Cheatham
- Phone Number: 817-548-0696

Contract Amount:

- Initial: \$5,133,000
- Final: \$5,133,000

Contract Time

- Initial: 1/10/2016
- Final: 8/23/2017
- Completion Date: 2/13/2017

END OF SECTION

Project Information Form

Project Title: Landmark Structures I, LPProject Description: Port Arthur II - Terminal Rd. - 2.5 MG Composite Elevated Tank

Major Subcontractors: United Superior Services Group LLC, Epic Engineering, LLC, Unlimited Fence
Services, LLCMajor Suppliers: SSAB Enterprises, LLC, Knife River - Beaumont

Project Owner:

- Owner Name: City of Port Arthur, TX
- Contact Person: Donald Stanton
- Phone Number: 409-983-8161

Engineer/Construction Manager:

- Company Name: Arceneaux Wilson & Cole LLC
- Contact Person: Calvin Prosen
- Phone Number: 409-724-7888

Contract Amount:

- Initial: \$7,564,000
- Final: \$7,698,335

Contract Time

- Initial: 4/10/2016
- Final: 9/3/2018
- Completion Date: 9/3/2018

END OF SECTION

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Key Personnel & Resumes
Section 00 45 13 Statement of Bidder's Qualifications, 11. Names,
background and experience of the principal members of your
organization, including officers.

Find attached:

- Landmark's Key Personnel & Resumes

Rolf Pawski, P. Eng.

Senior Design Engineer

Rolf is one of the **foremost elevated tank design experts in the industry**, with over 50 years' experience. Rolf is active in managing complex design problems and maintaining engineering policy in the face of multiple changing standards and codes. Rolf is well recognized in the industry for his **major contributions to the advancement of elevated tank design**, and for his significant writing efforts on behalf of the industry standards and codes. Rolf also has extensive experience in geotechnical, soil structure interaction, foundations and structural behaviour under severe environmental loading.

Rolf Pawski has served as Landmark's principal engineer for the past 24 years' and is responsible for all tank structural design, design programs and engineering policies for the company.

Professional Experience

- Landmark Structures Co., (April 1995 – Present) – *Engineering Manager*
 - Establish and maintain design and engineering policy.
 - Provide expert advice to all engineering and construction staff to solve difficult challenges
 - Provide structural designs of elevated tanks and foundations.
 - Develop and maintain design automation programs.
 - Develop and maintain the engineering knowledge base.
- Chicago Bridge & Iron Company, Chicago, IL (1981 – April 1995) – *Senior Design Engineer*
 - Led the design of concrete and steel structures, foundations and general civil structures.
 - Civil Design Supervisor for Woodside (Australia) LPG prestressed concrete full containment structures completed in 1995.
 - Involved in the development and use of prestressed concrete structures for the secondary containment of low and cryogenic temperature liquids.
 - Development of design procedures / construction equipment for composite elevated tanks.
 - Led the design of prestressed concrete safety walls, foundations, and concrete and steel framed structures
 - Prepared designs for ammonia and LPG safety walls in Australia, the US and Taiwan.
 - Provided engineering site supervision for prestressing work.
 - Worked for the Chief Structural Engineer (1981-1983) in development and consulting.
 - Prepared designs and studies for Arctic offshore exploration structures, lightweight insulating concrete and composite elevated tanks.
- Kenny Construction Company, Northbrook, IL (Jan 1980 – Nov 1981) – *Engineer/Estimator*
 - Responsible for cost estimating and planning highway and heavy construction work including tunnels, bridges, excavation, earthworks and piling.
 - Led the structural design of cofferdams, shafts and construction trestles.

Fort Worth, Texas, USA

- Chicago Bridge & Iron Company, Chicago, IL (June 1969 – Jan 1979) – Design Engineer
 - Designed foundations for storage tanks, process equipment, pipelines and equipment.
 - Performed field inspection of piling and drilled pier installation, foundation excavation and earthwork, large concrete placements and geotechnical investigations.
 - Development of construction sites for offshore structures in the US, Venezuela and Brazil.
 - Designed the first prestressed concrete safety wall built by CBI in 1979 at Botany Bay, Australia for the secondary containment of ethylene.

Education

- Cleveland State University – BCE, 1969

Certifications and Professional Development

- Registered Structural Engineer: Illinois
- Registered Professional Engineer: Alabama, Arkansas, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Wisconsin
- American Concrete Institute: committees 350-F, 371 and 376; past chair of ACI 371
 - While a Member and chairman of ACI 371 committee, completed a recommended Practice for Design and Construction of Composite Elevated Water Tanks in 1998.
 - Participated in updating the 2008 revision.
- American Water Works Association: D 170 Committee
- American Society of Civil Engineers
- Earthquake Engineering Research Institute
- Participated in writing AWWA D107-10, a standard for design and construction of composite elevated water tanks
- US Patent 4 878 329: Structural Panels for Walls, Floors, and Roofs Having Exterior Metal Layers and Insulating Concrete Core

John Grendzinski

Landmark Structures: Engineering Manager

Profile

John Grendzinski has over twenty years of experience in the civil engineering field, with expertise in structural and foundation systems and tank design. John is responsible for the design and detailing of composite elevated water tanks and above ground storage tanks, development of construction procedures and equipment, and development of computer tools for engineering.

Prior to joining Landmark Structures, Mr. Grendzinski worked nine years for a major design-build tank contractor with experience in elevated water tower design, and low temperature and cryogenic tank design and construction.

Professional Experience

- Landmark Structures, Fort Worth, TX (1998 - present)
Engineering Manager
 - Responsible for engineering of composite elevated water tanks and above ground storage tanks.
 - Manages engineering deliverables, prepares foundation and tank designs, reviews soils reports and develops and maintains design programs.
 - Reviews construction procedures and equipment.
 - Supports industry standards development efforts.
- Chicago Bridge & Iron Company, Chicago, IL (1989-1998)
Design Engineer 1995-1998
 - Designed low temperature and cryogenic structures.
 - Led team of engineers and detailers responsible for overall engineering of LT&C tanks, including estimating, design and detailing.
 - Prepared calculations and developed design tools and methods.
Project Civil Engineer 1994-1995
 - Responsible on-site designer for construction of prestressed concrete containment tanks for LPG storage in Western Australia.
 - Consulted with construction engineers to implement design plans.
Design Engineer 1989-1994
 - Prepared structural steel frame calculations and specifications.
 - Designed all-steel and composite concrete-steel elevated water tanks.
 - Performed shell buckling analyses.

LANDMARK STRUCTURES

Fort Worth, Texas, USA

- Prepared seismic evaluations and recommended retrofit of existing elevated water tanks.
- Performed design of prestressed concrete containment tanks for LPG storage.

Education

University of Illinois – Master of Science, Civil Engineering, 1989

University of Illinois – Bachelor of Science, Civil Engineering, 1987

Additional Skills and Training

- Registered Professional Engineer: Florida, Illinois, Mississippi, New Mexico, Texas, Washington & West Virginia
- Registered Structural Engineer: Illinois & Washington
- Member – American Water Works Association Standard Committee for the New General Tank Standard

Michael D. Pope, PMP

Landmark Structures: Project Manager

Profile

Michael Pope has over 20 years of industry experience in the field of construction project management. He has served as the Project Manager on over 8 tanks and Senior Project Manager overseeing the construction of 36 tanks.

His specific responsibilities and duties included management of project budgets, schedules, multiple self-perform crews in multiple locations simultaneously, cost and reporting, value engineering, issuing subcontracts and vendor relationships. In addition, Mr. Pope provided oversight of Environmental Health and Safety requirements to ensure the project met and exceeded safety and quality requirements.

Professional Experience

Landmark Structures, Fort Worth, TX (2019 - present) - **Senior Project Manager**

- Manage and maintain accountability for design and construction projects.
- Develop and train Junior Project Managers. Lead strategic programs and extended teams.
- Develop and manage project controls, revenue, schedule, implement cost-reduction programs.
- Plan and control multi-disciplined scope of work from project start-up to close-out.
- Manage customer contract, submittals and administration.
- Lead effective problem solving with various clients/project challenges.

Corval Builders & Erectors, Inc., Houston, TX (2017 - 2018) - **Senior Project Manager**

- Developed performance metric tracking for major WBS elements for weekly PR measurements of individual elements of projects.
- Accountable for two Corpus Christi projects, one \$30MM for new dock and piping interconnection and the second \$3.1MM piping interconnection.
- Responsible for monthly project financial reporting and estimate at completion forecasting.

Caldwell Tanks, Inc., - Industrial Division, Houston, TX (2014 – 2017) - **Senior Project Manager**

- Managed a small team of project managers who were responsible for the project execution of multiple industrial tank projects from receipt of contract to project closure.
- Directly managed the installation of 28 industrial tanks at multiple different facilities and kicked off the manufacturing of 21 new tanks at multiple different manufacturing facilities in the Houston area to reduce manufacturing cost for new project.
- Subcontract management of tank foundations, coatings and linings.

LANDMARK STRUCTURES

Fort Worth, Texas, USA

Mobely Safway Solutions, - Freeport, TX (2015 – 2017) - **Senior Project Manager**

- Responsible for the execution of company's largest capital project (\$78 Million) handling commercial and contractual relationships with business and client multiple industrial tank projects from receipt of contract to project closure.
- Project team exceeded 900 employees and executed 2.7 million safe man-hours without a lost-time incident.

Education

Barbers Hill High School, Mont Belvieu, Texas - Diploma

Additional Skills and Training

PMP - Project Management Professional

Nathan Lange

Senior Construction Superintendent

Construction manager with vast experience construction a variety of tank styles all over North America. Past experience includes successful erection of all styles of AWWA potable water tanks, specialty tanks, thermal energy storage tanks and API tank fabrication. Adept at successfully executing projects safely and on-time in difficult locations.

Professional Experience

- Landmark Structures, Fort Worth, TX (2013 - present) - *Senior Construction Superintendent*
 - Manage the work of all steel crews in fabrication, welding and erection of all types of tanks in various industries.
 - Responsible for the site supervision, scheduling and execution of tank erection and welding processes.
 - Select and train employees on projects.
 - Hire and train new field employees.
 - Help manage safe work practices.
 - Develop and modify work plans.
 - Oversee jobs costs.
- Caldwell Tank, Louisville, KY (1999 – 2013) - *Senior Superintendent*

Education

Somerset Christian Academy – Somerset, KY

Additional Skills and Training

- OSHA 30 Hour
- CPR / First Aid
- Certified Crane Operator – NCCCO
- Certified Equipment Operator – Crane Institute of America
- TWIC

Michael S Faubel

Quality Manager, Fort Worth, TX

Michael Faubel has over 20 years' experience with the technical and design aspects of construction materials and over 10 years' experience specific to quality management. Michael has led the development and implementation of industry standards with organizations such as ASTM, ACI, AWWA, ASQ, NACE and SSPC, and is recognized for his commitment to improving the concrete and tank coatings industries.

Michael has experience leading initiatives for diverse business units within Landmark including certification as an ASME fabricator of pressure vessels and authorization of pressure vessel repairs by the National Board.

Professional Experience

- Landmark Structures, I, LP (2003 – Present) – *Quality and Technical Services Manager*
 - Corporate Quality Manager for Civil construction, industrial coatings, and steel tank fabrication.
 - Responsible for establishing and training of standard Quality Assurance and Quality Control procedures
 - Responsible for selecting material sources, design of concrete mixes and selection of high-performance coatings to maximize quality, efficiency and provide optimum value to each client.
- Chandler Concrete, Burlington, NC (1998 – 2003) – *Quality Control Manager*

Representative Projects

- CNRL – Froth Tank Train 2 – QA/QC – 2016
- Alon Fuels – Isobutane Pressure Sphere – QA/QC & Weld Inspection – 2017
- Dresden CET re-coating/relining and upgrades – 2018
- Cedar Rapids, Iowa, US – Mass concrete foundation – developed concrete design, and executed continuous monitoring, and comprehensive curing plan – 2019
- SAWS (San Antonio Water System) – Texas, US – multiple CET inspections including WPS/PQR review and approval, welder testing, visual weld inspection, and radiographic assessment. – 2016/17

Education

- University of North Carolina at Chapel Hill, BA Business

Certifications and Professional Development

- American Concrete Institute (ACI International & local TX chapter)
- American Water Works Association (AWWA)
- American Society of Tests & Materials (ASTM International)
- American Society for Quality (ASQ)
 - Certified Quality Auditor
- National Ready-Mix Concrete Association (NRMCA)
 - Certified Concrete Technologist – Level 3
- National Association of Corrosion Engineers (NACE International)
 - Certified Coatings Inspector – Level 3 #26243

Tim Feters

Landmark Structures: Director of Environmental Health & Safety

PROFILE

Tim Feters specializes in health, safety, security and environmental systems management, with additional expertise in inspection, program development and management of construction delivery methods. His extensive education and training in manufacturing as well as industrial, commercial, power generation, chemical, and petroleum industries make him the ideal candidate for the management of workplace / jobsite safety and related initiatives for Landmark.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX (2007-present)

Director of Environmental Health & Safety

- Responsible for development, implementation and maintenance of Landmark's corporate EHS System.
- Developed and executed new, comprehensive EHS program at Landmark; including required procedures, training, tracking and analysis, which has resulted in improved performance, while raising awareness and commitment.

Jacobs Engineering, Houston, TX (2000-2007)

Regional HSE Manager, 2005-2007

British Petroleum (BP) Corporate Headquarters

- Delivered health, safety, security and environmental management services to BP (client), at their 5,800-employee Westlake Campus.
- Managed 33 employees; specialized in ergonomics, inspection, investigation, security, health, fitness, environmental and OSHA compliance.
- Developed, implemented and maintained emergency procedures for the Tactical Response Team, Office Space Continuity Team and the Business Continuity Team.
- Directly interfaced with a wide range of upper-level client management in a high-profile, high-pressure, fast-growth atmosphere with frequently changing expectations and priorities.

Regional Manager, 2001-2005

Multiple Commercial & Industrial Projects – Jacobs Civil

- Responsible for safety processes in multi-state area, including all jobs and offices in the southern United States.
- Reported to Jacobs Corporate Operations Management and HSE Management with regards to regional safety performance.
- Assisted with development of global health, safety and environmental procedures.

- Supervised site Safety Managers on “at-risk” projects.

Sabre / EDS Corporate Campus (1999-2001)

- Managed the CACIP (Construction Agent Coordinated Insurance Program). – \$100M Commercial Project.
- Coordinated loss control activities, managed loss claims and interfaced with the client, general contractor, insurance company and broker.
- Saved client \$2M on insurance costs by efficiently managing the program and minimizing losses.

Fluor Corporation, North Texas (1997-1999)

HSE Manager

Texas Utilities Power Plant Maintenance, Multiple Projects (1998-1999)

- Responsible for coordinating all safety functions and program oversight for all construction, repair and turnaround work at 17 gas-burning and 4 lignite-burning power plants in North Texas.
- Managed three safety supervisors.

Amoco Polypropylene Project, Chocolate Bayou Plant, Alvin TX (1997-1998)

- Member of the Project Safety Management Team for the \$120M polypropylene plant construction project.
- Achieved safety awards, including 100,000 and 250,000 Tri-Star Award with no recordable injuries, and Gold Award of Merit Award for 750,000 work hours without a lost time injury.
- Reached a peak of 500 employees.

EDUCATION

Texas A&M University – MS Construction Management

Truman State University – BS Industrial Science

CERTIFICATIONS AND TRAINING

- Certified Safety Professional (CSP), Board of Certified Safety Professionals
- American Institute of Constructors, Associate Professional Constructor
- Certified Asbestos Facility Inspector, Texas Engineering Extension Service
- Certified Utility Safety Administrator, National Safety Council
- Member of American Society of Safety Engineers (ASSE)
- OSHA 500 Certified 10/30 hour instructor (not current)
- MSHA 40 Hour Safety Certificate



PROFESSIONAL EXPERIENCE

Texas A&M University - Graduate Instructor, Graduate Student, 1995-1997

U S Department of Agriculture - Construction Inspector, 1993-1995

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Previous Experience List (3 Tanks – Coastal Region)
00 21 13-2 Instructions to Bidders:

1. The Bidder has successfully completed construction of at least three elevated tank projects in the northern Florida region.
2. Each Project must have had a constructed value of not less than 1 million dollars.
3. Each of the Projects must have consisted of construction of a minimum 500,000 - gallon elevated water storage tank, complete and in service at the completion of the project.
4. Each of the Projects must have been completed since in the last ten years.
5. At least 30 percent of the labor related items on each Project must have been completed by the Applicant's own work force.

Find attached:

- Landmark's Previous Experience List (3 Tanks – Coastal Region)

LANDMARK PREVIOUS EXPERIENCE - COASTAL TANKS

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
ARANSAS PASS - S EUCLID S Euclid Aransas Pass, Texas 78336 138.00 Composite 0.5 MG 12/27/2019 \$1,392,000	City of Aransas Pass -TX 600 W Cleveland Boulevard Aransas Pass, Texas 78336 Fernando Quintanilla 3617582908 fqintanilla@aransaspasstx.gov	Ardurra (formerly LNV) - Corpus Christi - TX 801 Navigation Blvd, Suite 300 Corpus Christi, Texas 78408 Eric Villarreal 3618831984 evillarreal@ardurra.com
ANGLETON - SOUTHSIDE 921 Cemetery Road Angleton, Texas 77515 141.00 Composite 0.75 MG 3/28/2022 \$3,337,000	City of Angleton - TX 121 S Velasco Street Angleton, 77515 Haley George 9798494364 ccampbell@angleton.tx.us	Freese and Nichols, Inc. - Houston - TX 10497 Town and Country Way, Suite 600 Houston, 77024 Dustin Pope 7136006800 dustin.pope@freese.com
PORT ARTHUR II - TERMINAL RD. TANK 1200 W Service Road Port Arthur, Texas 77640 133.00 Composite 2.5 MG 12/1/2017 \$7,564,000	City of Port Arthur - TX 444 4th St Port Arthur, Texas 77640 Donald Stanton 4099838161 donald.stanton@portarthurtx.gov	Arceneaux Wilson & Cole LLC 3120 Central Mall Drive Port Arthur, Texas 77642 Calvin Prosen 4097247888 calvin.prosen@awceng.com
NEW ORLEANS - CLAIBORNE - TANK 1 OF 2 South Claiborne Ave New Orleans, Louisiana 70118 181.00 Composite 2 MG 2/14/2018 \$3,641,050	B&K Construction Company 1905 Highway 59 Mandeville, 70448 Blake Andrews 9859664284 blaketigers@bellsouth.net	Stanley Consultants - New Orleans - LA 1515 Poydras Street Suite 2370 New Orleans, Louisiana 70112 Fred Rouse 5045868066 rousefred@stanleygroup.com

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Previous Experience List (10 Years – 5 Tanks)
Section 33 16 19.16 Composite Elevated Water Storage Tank, 13
Submittals, A. Proposal: Submit preliminary information as requested
with the proposal. 1. Experience List - A completed contracts summary
shall demonstrate a minimum of ten years' experience in the design and
construction of Composite Elevated Tanks. Contractor shall list a
minimum of five completed Composite Elevated Tanks of similar
capacity. Provide the location, capacity, Owner's name and contact
information, Engineer's name and contact information and year
completed. Failure to provide this information shall be cause for
rejection of the bid.

Find attached:

- Landmark's Previous Experience List (10 Years – 5 Tanks)

LANDMARK PREVIOUS EXPERIENCE LIST

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
AUSTIN - AVERY RANCH 13115 Avery Ranch Road Austin, Texas 78717 185.00 Composite 3 MG 3/30/2011 \$6,044,000	City of Austin (Austin Water Utility) - TX 625 E. 10th St. Austin, Texas 78701 Dan Pedersen 5129720101 dan.pedersen@ci.austin.tx.us	Stanley Consultants - Des Moines - IA 100 Court Avenue Suite 300 Des Moines, Iowa 50309 James Cook 5152468585 cookjames@stanleygroup.com
AVON LAKE - WALKER ROAD 33660 Walker Road Avon Lake, Ohio 44012 186.00 Composite 3 MG 11/29/2017 \$4,350,000	Avon Lake Regional Water - OH 201 Miller Road Avon Lake, 44012 Rick Eberle 4409336226 reberle@avonlakewater.org	Stantec (formerly MWH) - Cleveland - OH 1001 Lakeside Avenue E, Site 1600 Cleveland, Ohio 44114 James Salerno 2166212407 james.a.salerno@mwhglobal.com
BRUSHY CREEK RUA 1906 Hur Industrial Boulevard Cedar Park, Texas 78613 83.00 Composite 2 MG 1/31/2011 \$2,599,768	Brushy Creek Regional Utility Authority Bennie Fretwell 5126843200 bfretwell@pepperlawson.com	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Graham Moore 5123461100 gmoore@alliancewater.org
DFW AIRPORT Main Street / N. 11th Street Grapevine, Texas 76051 158.00 Composite 2.5 MG 3/16/2014 \$5,417,000	DFW Airport 2400 Aviation Drive Dallas, 75261 Anthony Andrews 9729733112 aandrews@dfwairport.com	Freese and Nichols, Inc. - Denton - TX 2220 San Jacinto Blvd., Suite 330 Denton, Texas 76205 Ron King 9402204340 rking@dunaway.com
EVERETT - CASINO WEST 8510 10th Avenue West Everett, Washington 98204 119.00 Composite 2 MG 7/23/2009 \$13,147,379	City of Everett - WA 2930 Wetmore Ave. Everett, Washington 98201 James Ozanne 4252578700 jozanne@ci.everett.wa.us	Tank Industry Consultants - Indianapolis - IN 7740 West New York Street Indianapolis, 46214 Patrick Brown 3172713100 brown@tankindustry.com
FARMINGTON HILLS - HALSTED ROAD 27245 Halsted Road Farmington Hills, Michigan 48331 203.00 Composite 3 MG 6/30/2014 \$4,915,000	City of Farmington Hills 31555 West Eleven Mile Road Farmington Hills, Michigan 48336 Karen Mondora 2488712530 kmondora@fhgov.com	OHM Advisors (formerly Orchard, Hiltz & McCliment, Inc.) - 34000 Plymouth Road Livonia, Michigan 48150 Vicki Putala 7345226711 vicki.putala@ohm-advisors.com
GALVESTON II - JAMAICA BEACH 16521 Lewis Scott Road Galveston, Texas 77554 175.00 Composite 2 MG 5/11/2012 \$8,148,795	City of Galveston - TX 823 Rosenberg Galveston, Texas 77550 Kevin Scott 4097973630 scottkev@cityofgalveston.org	Dannenbaum Engineering Corporation - Houston - TX 3100 West Alabama Houston, Texas 77098 Carl McConnell 7135209570 c.mcconnell@dannenbaum.com
GEORGETOWN III - CEDAR BREAKS 807 Cedar Breaks Road Georgetown, Texas 78628 138.00 Composite 2 MG 9/14/2017 \$2,841,000	City of Georgetown - TX 808 Martin Luther King Jr St Georgetown, Texas 78627 Michael Hallmark 5129302574 michael.hallmark@georgetown.org	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Allen Woelke 5123461100 woelkead@cdmsmith.com

Project Name	Owner	Engineer
Project Address	Owner Address	Engineer Address
Project City, ST, Zip	Owner City, ST, Zip	Engineer City, ST, ZIP
Project Size/Style	Owner Contact	Engineer Contact
HWL (Feet)	Owner Phone	Engineer Phone
Project Completion Date	Owner Email	Engineer Email
Currency		
LANCASTER II 2000 West Wintergreen Road Lancaster, Texas 75134 169.00 Composite 2 MG 12/30/2013 \$3,245,000	City of Lancaster - TX 211 N Henry Street Lancaster, Texas 75146 Jim Smith 9722272111 jsmith@lancaster-tx.com	Freese and Nichols, Inc. - Dallas - TX 2711 North Haskell Avenue, Suite 3300 Dallas, Texas 75204 Jim Baddaker 2142172200 jb@freese.com
LITTLE ELM III 2450 Little Elm Parkway Little Elm, Texas 75068 160.00 Composite 2 MG 6/30/2014 \$5,569,000	Town of Little Elm 100 West Eldorado Parkway Little Elm, Texas 75068 Kevin Mattingly 2149750471 kmattingly@littleelm.org	Freese and Nichols, Inc. - Frisco - TX 5805 Main Street, Suite B Frisco, Texas 75034 Jeff Payne 9726249201 jeff.payne@freese.com

ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) [NO/TITLE] Bid No. ITB 24-07-23-PS
BID FOR [SUBJECT TITLE] Arena Road Water Tank
PUBLIC ACCESS FORM

Landmark Structures I, LP

_____, as Bidder, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN:
Maryanne Schrader, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**
- 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.

Bidder/Contractor Name: Landmark Structures I, LP
Mailing Address: 1665 Harmon Road, Fort Worth, Texas 76177
Telephone Number: (817) 439-8888 Fax Number: (817) 230-2070
E-mail Address: estimating@teamlandmark.com FEIN: 98-0226458

Authorized Signature Christopher Lamon, CEO of Landmark
Structures Management LLC August 5, 2024
Printed Name/Title Date

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by City of Crestview, Florida,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.



(Signature of Authorized Official)

August 5, 2024
(Date)

Christopher Lamon, CEO of Landmark Structures Management LLC

(Name and Title of Authorized Official [Print or Type])

Landmark Structures I, LP

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

1665 Harmon Road, Fort Worth, Texas 76177

(817) 439-8888

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

98-0226458

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Crestview, Florida ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the City of Crestview, Florida (“Owner”) and the State of Florida (the “State”) that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

1. 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.
2. 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.
3. 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 Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's List of Project References
Addendum No. 4, 1. Could we give you our full list of references without the subs and a separate list of major subcontractors we use and intend to use on the Crestview project? This will be acceptable

Find attached:

- Landmark's List of Project References

LANDMARK PROJECT REFERENCES

Lino Lakes II – Birch Street

Composite 1.5 MG
Completed 9/1/2021

Owner Contact:

City of Lino Lakes
Rick DeGardner
651-982-2400
RDgardner@linolakes.us

Engineer Contact:

WSB & Associates, Inc. – Saint Paul, MN
Greg Johnson
651-286-8450
gjohnson@wsbeng.com

Greensboro – Liberty Tank – Progressive Design

Composite 0.75 MG
Projected Completion 9/29/2023

Owner Contact:

City of Greensboro
Jana Stewart
336-373-2489
jana.stewart@greensboro-nc.gov

Engineer Contact:

HDR Engineering, Inc. – Winston-Salem, NC
David Saunders
336-955-8250
david.saunders@hdrinc.com

Sandusky II – Cedar Point

Composite 1.0 MG
Completed 4/30/2017

Owner Contact:

Cedar Fair Entertainment Co.
Edward Dangler
419-627-2270

Engineer Contact:

ARCADIS – Toledo, OH
Timothy Harmsen
419-473-1121

Port Arthur II – Terminal Rd.

Composite 2.5 MG
Completed 12/1/2017

Owner Contact:

City of Port Arthur
Donald Stanton
409-983-8161
donald.stanton@portarthurtx.gov

Engineer Contact:

Arceneaux Wilson & Cole LLC
Calvin Prosen
409-724-7888
calvin.prosen@awceng.com

LANDMARK STRUCTURES

Fort Worth, Texas, USA

AUSTIN – AVERY RANCH

Composite 3.0 MG

Completed 3/30/2011

Owner Contact:

Austin Water Utility

Dan Pedersen

512-972-0101

dan.pedersen@ci.austin.tx.us

Engineer Contact:

Stanley Consultants – Des Moines, IA

James Cook

515-246-8585

cookjames@stanleygroup.com

Garland III

Composite 2.0 MG

Completed 2/25/2017

Owner Contact:

City of Garland, TX

Robert Ashcraft

972-205-3203

RAshcraf@garlandtx.gov

Engineer Contact:

Neel-Schaffer, Inc. – Arlington, TX

Derek Cheatham

817-548-0696

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's Preliminary Design Drawings
Section 33 16 19.16 Composite Elevated Water Storage Tank, 13
Submittals, B. Preliminary Design Drawings

1. Submit to the Engineer preliminary foundation and tank working drawings in accordance with the submittal requirements. Submittal shall include:

a. Sketches indicating all the live loads, wind loads, and seismic loads and their reactions.

b. Preliminary tank foundation sketch including geometries/dimensions of foundation, quantities of concrete required, quantities of reinforcement required and type of foundation. Along with the foundation drawing, the Tank Constructor shall submit in writing the design engineers certification of maximum acceptable differential settlement.

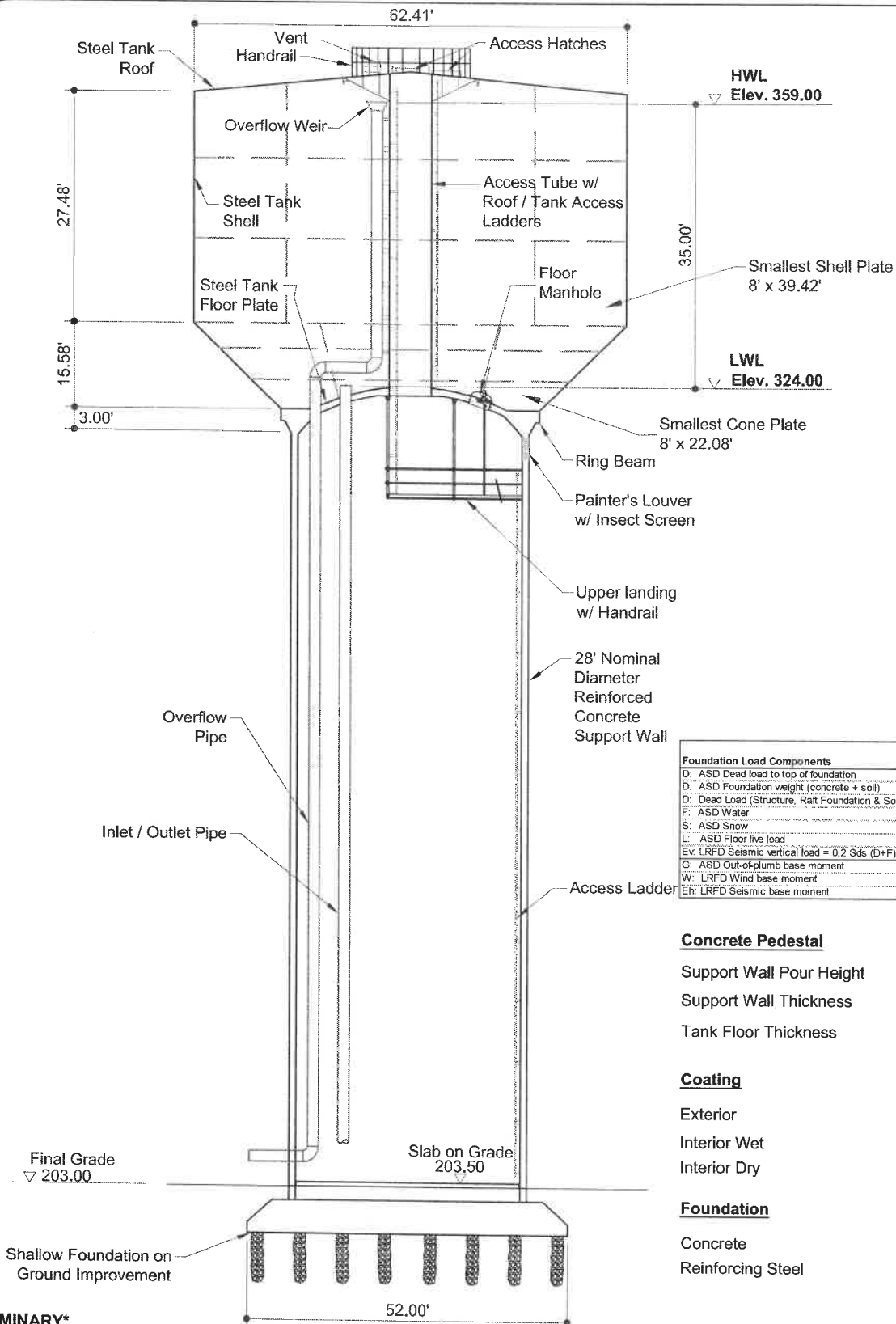
c. Preliminary section view drawing sketch of the tank. The sketch shall include sufficient details to illustrate tank geometry, materials of construction, primary dimensions, minimum plate sizes, support wall thickness and pour height, concrete slab thickness, the elevation of low and high-water levels, interior wet, interior dry and exterior paint areas, and other information required to show compliance with the specification.

d. A scaled plate layout sketch.

e. Foundation Drawing - A drawing of the preliminary design of the foundation for each sized Composite Elevated Tank proposed for this project. The drawing shall include sufficient detail to illustrate foundation geometry, materials of construction, preliminary dimensions and approximate quantities of concrete and reinforcing steel.

Find attached:

- Landmark's Preliminary Design Drawings



Concrete Pedestal

Support Wall Pour Height	7.00'
Support Wall Thickness	8.50"
Tank Floor Thickness	8.00"

Coating

Exterior	14,930
Interior Wet	12,043
Interior Dry	748

Foundation

Concrete	235 CY
Reinforcing Steel	20 T

PRELIMINARY

Project:	Arena Road Water Tank Crestview, FL	SECTIONAL ELEVATION VIEW	Dwn:	TS
			Scale:	N.T.S
			Released Date:	2024.07.18
			Dwg. Number:	A - 1
Description:	0.75 MILLION GALLON ELEVATED WATER STORAGE TANK	Contractor:	 LANDMARK Landmark Structures I, LP 1665 Harmon Road Fort Worth, Texas, 76177 Tel: (817) 439-8888 Fax: (817) 439-9001	

Wednesday, July 17, 2024 11:21:47 AM

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Crestview, Florida

PROJECT NAME: Arena Road Water Tank
Bid No. ITB 24 -07 -23 -PS

RE: Landmark's List of Proposed Subcontractors

Addendum No. 4, 1. Could we give you our full list of references without the subs and a separate list of major subcontractors we use and intend to use on the Crestview project? This will be acceptable

NAME OF SUBCONTRACTOR	ADDRESS	ITEM OF WORK
Viking Industrial	La Vista, NE	Tank Coatings
Dave's Electrical	Hugo, OK	Electrical
Daher Contracting	Fort Walton Beach, FL	Utility

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Phoenix Fabricators and Erectors, LLC
182 South County Road 900 East
Avon, IN 46123

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Crestview, Florida
198 N. Wilson Street
Crestview, FL 32536

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Arena Road Water Tank

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2024

(Witness)

(Witness)

Joshua Sanford

Phoenix Fabricators and Erectors, LLC

(Principal)

(Seal)

By:

(Title)

Harco National Insurance Company

(Surety)

(Seal)

By:

(Title)

Rebecca Sanford, Attorney-in-Fact



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # _____ Bid Bond _____

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SARAH GREEN, SUSAN K. LANDRETH, REBECCA SANFORD, KIMBERLY BRAGG, MARK V. BAECHE

Chicago, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

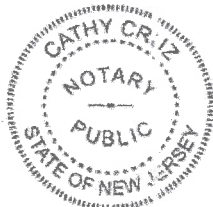
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 5, 2024

A00331

Irene Martins, Assistant Secretary

POWER OF ATTORNEY

State of Indiana

County of Hendricks

} ss:

Know all men by these present that Phoenix Fabricators and Erectors, LLC., a limited liability corporation authorized and existing under the laws of the State of Indiana authorizes and empowers Michael Oglesby, Director of Sales Engineering, to make, sign, seal, execute, amend, and deliver the Bidders Proposal on the

For and on behalf of Phoenix Fabricators and Erectors, LLC.

And the acts of Casey Cornett, in pursuance of this Power of Attorney shall be as binding upon said corporation as if they had been done by the duly elected officers of the corporation.

In Witness Whereof the corporation has caused this instrument to be signed by its President/Chief Executive Officer, Dallas Green, and its corporate seal hereunto affixed this _____ day of _____ 2023.

PHOENIX FABRICATORS AND ERECTORS, LLC

By:

Dallas Green

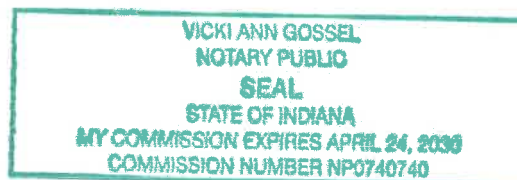
Dallas Green, President/Chief Executive Officer

Subscribed and sworn to here before me this day and year last written above.

Vicki Ann Gossett

Notary Public

My Commission Expires: April 24, 2030



ARENA ROAD WATER TANK**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

The City of Crestview, Florida

198 Wilson St. North
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 period of time after the Bid opening as stated in the Advertisement for Bids, 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>01</u>	<u>6/25/2024</u>
<u>02</u>	<u>6/26/2024</u>
<u>03</u>	<u>7/17/2024</u>
<u>04</u>	<u>7/26/2024</u>
<u>05</u>	<u>8/1/2024</u>
<u> </u>	<u> </u>

B. Bidder has visited the Site 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. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. 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 anything 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 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

9.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attest: _____
(Notary)

Name (typed or printed): _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Attest: _____
(Signature of another Partner)

Name (typed or printed): _____

~~A Corporation~~ Limited Liability Company~~Corperation~~ Name: Phoenix Fabricators & Erectors, LLC

(SEAL)

State of ^{Formed} ~~Incorporation~~: IndianaType (General Business, Professional, Service, Limited Liability):By: Michael Oglesby
(Signature)

Name (typed or printed): Michael Oglesby

Title: VP of Sales

(CORPORATE SEAL)

Attest: Charles Wesley Nasbitt
(Signature of Corporate Secretary)
Assistant

Name (typed or printed): Charles Wesley Nasbitt

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner)

Name (typed or printed): _____

Title: _____

(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.)

All Bidders shall complete the following:

Bidder's Business address: 182 South County Road 900 East
Avon, IN 46123

Phone: (317) 737-2995 Facsimile: (317) 273-1154

Primary Contact: Michael Oglesby

Primary Contact E-mail: Michael.Oglesby@phoenixtank.com

Submitted on: August 4, 2024

Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. (Sample "Project Information Form" contained at the end of this Section.)

1. Name of Bidder: Phoenix Fabricators & Erectors, LLC
2. Permanent main office address and phone number: 182 South County Road 900 East
Avon, IN 46123 (317) 737-2995
3. When organized: 1986
4. If a Corporation, where incorporated: N/A
5. How many years have you been engaged in the contracting business under your present firm or trade name? 38
6. Contracts on hand. (Complete a "Project Information Form", or provide same required information in a similar format, for each Contract on hand.) See Attached
7. General description of type of work performed by your company: Fabrication and Construction of Elevated Water Storage Tanks
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. (Complete a "Project Information Form", or provide same required information in a similar format, for each Project listed.) See Attached
11. Names, background and experience of the principal members of your organization, including officers:

Name	Position	Years Experience
See Attached		

Statement of Bidder's Qualifications

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, Michael Oglesby, certify that I am VP of Sales of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER: Phoenix Fabricators & Erectors, LLC

By: *Michael Oglesby*

(name signed)

Michael Oglesby

(name printed or typed)

Title: VP of Sales

Date: 8/4/2024

Subscribed and sworn to me this 5 day of August, 2024.

NOTARY PUBLIC: *Vicki Ann Gossett*

(name signed)

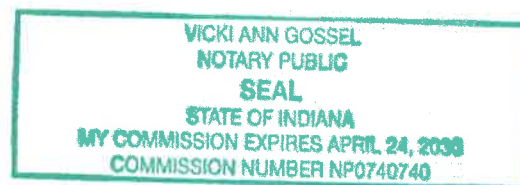
Vicki Ann Gossett

(name printed or typed)

Commission Expires: April 24, 2024

(Date)

(SEAL)



Project Information Form

Project Title: See AttachedProject Description: _____

_____Major Subcontractors: _____
_____Major Suppliers: _____

Project Owner:

- Owner Name: _____
- Contact Person: _____
- Phone Number: _____

Engineer/Construction Manager:

- Company Name: _____
- Contact Person: _____
- Phone Number: _____

Contract Amount:

- Initial: _____
- Final: _____

Contract Time

- Initial: _____
- Final: _____
- Completion Date: _____

END OF SECTION

PINEAU-PINEAU
FABRICATORS & ERECTORS

Exported on April 3, 2024 1:38:45 PM EDT

Completed - CET Projects



Completions	Primary Column	Contract Amount	Project Name	Client	Location	Phone #
2004	1.50MM - CET Beaver Falls, PA	1,500,000 118.5	Beaver Falls Municipal Authority	Richard O'Brien	Beaver Falls, PA	(412) 880-7181
2007	1.00MM - CET Pineville, LA	1,000,000 110	City of Pineville	Bill Roubal	Pineville, LA	(504) 833-2100
2008	1.00MM - CET Conroe, TX	1,000,000 40	City of Conroe	Stephen Troy Tolun	Conroe, TX	(281) 882-3000
2008	1.00MM - CET Ames, IA	1,000,000 157	City of Ames	Lyle Winters	Ames, IA	(515) 234-150
2009	500M - CET Newton, KS	800,000 116	City of Newton	Joyce Mendenhall	Newton, KS	(316) 282-2891
2009	1.00MM - CET Citronelle, AL	1,000,000 212	South Alabama Utilities	Jerry Likar	Citronelle, AL	(251) 988-4849
2010	300M - CET Cleburne, TX	300,000 50	City of Cleburne, Texas	Robert Childress, I	Cleburne, TX	(817) 845-1118
2010	500M - CET Martinsville, TN	500,000 80.5	City of Martinsville	Jimmy Hall	Martinsville, TN	(615) 984-333 x12
2010	500M - CET Evansville, IN	500,000 181	Evansville Water and Sewer	Robert Johnson	Evansville, IN	(812) 421-2150
2010	750M - CET Shalotte, NC	750,000 161	Breunick County, North Carolina	Steve Schnaps	Shalotte, NC	(919) 854-8250
2010	1.00MM - CET Cleburne, TX	1,000,000 103	City of Cleburne, Texas	Robert Childress, I	Cleburne, TX	(817) 845-1118
2010	2.00MM - CET Oak Ridge, TN	2,000,000 210	BWXT Y-12 Complex	Dan Macias	Oak Ridge, TN	(865) 398-2829
2010	500M - CET Oak Ridge, TN	500,000 210	BWXT Y-12 Complex	Dan Macias	Oak Ridge, TN	(865) 398-2829
2011	250M - CET Eastland, TX	250,000 141	City of Eastland, Texas	John Viter	Eastland, TX	(817) 845-1118
2011	600M - CET Alamo Heights, TX	600,000 138	City of Alamo Heights	Eric Hoffmeister	Alamo Heights, TX	(214) 421-2150
2011	1.00MM - CET Baseline, KS	1,000,000 151.12	Consolidated Rural Water District No. 1	John Farnham	Baseline, KS	(913) 342-3275
2011	1.00MM - CET West Plains, MI	1,000,000 98	City of West Plains	John Farnham	West Plains, MI	(313) 724-7000
2011	1.00MM - CET Chubb, TX	1,000,000 144	Grant Valley Special Utility District	Dan Wilford	Chubb, TX	(417) 880-9802
2011	150M - CET Camp Lejeune, NC	150,000 178.7	NAVFAC MDT/LANTIC	Jay Pilbeck	Camp Lejeune, NC	(813) 836-3888
2012	500M - CET Trophy Club, TX	500,000 18.66	Trophy Club	Jim Wiegert	Trophy Club, TX	(319) 475-4012
2012	750M - CET White House, TN	750,000 35.5	White House Utility District	Pasie Fonda	White House, TN	(214) 820-8316
2012	1.00MM - CET Granite Falls, NC	1,000,000 186.52	Town of Granite Falls	Charles Ludwick	Granite Falls, NC	(819) 400-0543
2012	1.00MM - CET Columbia, GA	1,000,000 89.5	Colquhoun Water Works	John Dooling	Columbia, GA	(866) 322-6553
2012	1.00MM - CET Huntington, IN	1,000,000 131.7	Town of Huntington	Scott Atzer	Huntington, IN	(202) 897-7411
2012	1.00MM - CET Austin, TX	1,000,000 118	Texas County WC & ID No. 17	Will Pena	Austin, TX	(317) 784-4581
2012	1.00MM - CET Marshfield, MA	1,000,000 93.5	Town of Marshfield	Pat Brennan	Marshfield, MA	(512) 444-3008 Ext. 107
2012	400M - CET Cascade, IA	400,000 38.5	City of Cascade	Nick Wagner	Cascade, IA	(781) 944-0178
2013	1.00MM - CET Van Alstyne, TX	1,000,000 228.6	South Grayson WMSD	Kerry Meyer	Van Alstyne, TX	(940) 788-1155
2013	1.00MM - CET Morganfield, KY	1,000,000 116	City of Morganfield	Mark Aulin	Morganfield, KY	(502) 583-7200
2013	1.00MM - CET Elizabethtown, KY	1,000,000 154	Hardin County Water District No. 2	Calvin Miller	Elizabethtown, KY	(502) 995-387
2013	1.00MM - CET Central City, KY	1,000,000 118	Central City Water & Sewer Commission	David Richards	Central City, KY	(502) 754-3207
2013	1.00MM - CET Campbellsville, KY	1,000,000 112	City of Campbellsville	Lee Masel	Campbellsville, KY	(502) 838-1310
2013	2.00MM - CET Sugar Land, TX	2,000,000 138.02	City of Sugar Land	Robert Lee	Sugar Land, TX	(281) 492-3422
2013	750M - CET Cypress, TX	750,000 175.5	Harris County MUD No. 415	Jim Schler	Cypress, TX	(281) 498-1822
2013	750M - CET Dawey, OK	750,000 184.2	City of Dawey	Jay Ludke	Dawey, OK	(818) 882-7811
2014	1.00MM - CET Burlington, TX	1,000,000 118.9	City of Burlington	Leno Burton	Burlington, TX	(817) 498-9821
2014	1.00MM - CET Hutto, TX	1,000,000 151	Joshua Water SUD	Miss Whitney	Hutto, TX	(254) 744-3400
2014	500M - CET Canton, TX	500,000 181.9	City of Canton	Tracy Hines	Canton, TX	(800) 951-1414
2014	500M - CET Mulvane, KS	500,000 181.8	City of Mulvane	Chris Young	Mulvane, KS	(618) 788-4552
2014	500M - CET West Salem Springs, OK	500,000 153.9	Town of West Salem Springs	Jay Ludke	West Salem Springs, OK	(918) 882-7811
2014	750M - CET Newcastle, FL	750,200 149	City of Newcastle	Shirley Stephens	Newcastle, FL	(334) 784-1700
2014	1.00MM - CET Red Oak, TX	1,000,000 157.5	Red Oak SUD	Robert Childress, II	Red Oak, TX	(817) 845-1118
2014	1.00MM - CET Hewitt, TX	1,000,000 283	City of Hewitt	Miss Whitney	Hewitt, TX	(254) 744-3400
2014	1.00MM - CET Oswego, MI	1,000,000 140.5	City of Oswego	Bob Wisler	Oswego, MI	(517) 581-1702
2014	1.00MM - CET Cave City, KY	1,000,000 123.5	City of Cave City	Alan Ward	Cave City, KY	(408) 267-8982
2014	300M - CET Lakeside, TX	300,000 141.49	Town of Lakeside	Gary Burton	Lakeside, TX	(817) 589-2307
2014	300M - CET Channahon, TX	300,000 164	Harris County FMSD No. 6	Walter Truitt	Channahon, TX	(773) 400-1300
2014	500M - CET Baton Rouge, LA	500,000 121.5	4th Water Supply Corporation	Anthony Bach	Baton Rouge, LA	(225) 774-4011
2014	750M - CET Katy, TX	750,000 154.5	Winston Municipal Utility District	Shawn Shalvey	Katy, TX	(281) 776-1591
2014	750M - CET Cave City, KY	750,000 103	City of Cave City	David Peterson	Cave City, KY	(219) 773-4387
2014	750M - CET Bartlett, IL	750,000 121.5	PHSD No. 1 of Grease County	Don Owens	Bartlett, IL	(617) 881-1780
2014	1.00MM - CET Cleburne, TX	1,000,000 102.9	City of Cleburne	Robert Childress, II	Cleburne, TX	(817) 845-1118
2014	1.00MM - CET San Leon, TX	1,000,000 168.52	San Leon Municipal Utility District	Jim Schler	San Leon, TX	(281) 645-1118
2014	1.00MM - CET Manhattan, KS	1,000,000 73	City of Manhattan	Serg Duest	Manhattan, KS	(765) 617-1111
2014	1.00MM - CET Edgerton, KS	1,000,000 167.78	Rural Water District No. 7	Jim Qualls	Edgerton, KS	(813) 782-4541
2014	1.00MM - CET Jasper, AL	1,000,000 182.5	County Water Works and Sewer Board	Steve Ruppert	Jasper, AL	(205) 879-4452
2014	500M - CET Ray, ND	500,000 191	City of Ray	Quinn Peterson	Ray, ND	(701) 774-4371
2014	750M - CET Wyoming, MN	750,000 124.9	City of Wyoming	Tom Roubal	Wyoming, MN	(651) 288-4460
2014	750M - CET Portland, TN	750,000 113.9	White House Utility District	Pasie Fonda	Portland, TN	(615) 460-5841
2014	750M - CET Ridgeville, SC	750,000 177	Bergeon County Water and Sanitation	Kyle Orger	Ridgeville, SC	(803) 421-4790
2014	1.00MM - CET Campbellsville, KY	1,000,000 91	City of Campbellsville	Lee Masel	Campbellsville, KY	(502) 838-1310
2014	1.00MM - CET Campbellsville, KY	1,000,000 177	City of Campbellsville	Lee Masel	Campbellsville, KY	(502) 838-1310
2014	1.00MM - CET Ozark, MO	1,000,000 138.33	City of Ozark	Bob Wisler	Ozark, MO	(417) 581-1702
2014	1.00MM - CET Bee Cave, TX	1,000,000 232	West Travis County Public Utility Agency	Danella Lozano	Bee Cave, TX	(512) 327-5924
2014	1.00MM - CET Yukon, OK	1,000,000 157	Terra Construction, Inc.	Pat Ruby	Yukon, OK	(405) 768-0088
2014	1.25MM - CET Medfield, MA	1,250,000 131.5	Town of Medfield	Ryan Paul	Medfield, MA	(617) 657-0260

EXPERIENCE

Phoenix Fabricators & Erectors, LLC – Avon, IN

02/21 – Current

Chief Executive Officer & President

A private equity owned company based in Avon, IN that is one of the United States' leading turnkey construction companies in elevated water towers and storage containers.

Alimak Group – Webster, TX

07/12 – 01/21

Global Operations Manager

04/18 – 01/21

Alimak Group is a publicly listed company on the Swedish stock exchange with over \$450mil in revenues specializing in providing vertical access solutions such as material and personnel hoists, elevators, and building maintenance units for professional use.

Drive the group operations for 10 global manufacturing plants located in China, Spain, Denmark, Sweden, Brazil, United States, and Germany. Responsibility for all aspects of manufacturing including supply chain management, quality, environmental, operational excellence, and work safety. Implement and optimize group KPI's, processes, procedures, and tools for the whole value chain. Execute operational improvement projects that are of strategic importance to group.

Avanti Wind Systems (Acquired by Alimak Group)

Chief Operating Officer – New Berlin, WI

01/14 – 03/18

A private equity owned company based in Hillerod, Denmark that was the global leader in providing proprietary and standard products to the wind industry such as elevators, ladders, aluminum and steel fabrications, and electrical and mechanical components.

Provided leadership for operations of a \$120mil business area that had 6 plants in 5 countries, with over 500 employees. Responsibility for the P&L, Lean Six Sigma implementation, ERP systems management, quality (ISO 9001,14001), safety (OHSAS 18001), production, fabrication, sourcing, logistics, customer service, estimating, inventory, and warehousing. Plants fabricate custom and standard aluminum and steel products and assemble and distribute electrical and mechanical equipment.

Avanti Wind Systems, Inc

Plant Manager United States – New Berlin, WI

07/12 – 12/13

United States plant for the global provider of proprietary and standard products to the wind industry such as elevators, ladders, aluminum and steel fabrications, and electrical and mechanical components.

Headed the operations for the \$25mil United States business unit. Managed the P&L, quality, safety, production, fabrication, sourcing, logistics, customer service, estimating, and inventory for the plant's fabrication of heavy and light aluminum and steel products, assembling and distributing electrical and mechanical equipment for delivery within the United States.

Novum Structures LLC – Menomonee Falls, WI

06/07 – 06/12

Lead Project Manager

World Class leader in providing innovative heavy glass, membrane, and steel structures around the world with approximately \$100mil in revenue during 2011.

Led over \$30mil in projects for the international, design-build construction company, specializing in the company's small to medium size projects between the Caribbean, Middle East, and throughout the United States. P&L responsibility for the group directing resources for structural engineering, procurement, fabrication, logistics, and installation.

Coello & Associates - Waukesha, WI

08/04 – 05/07

Project Manager & Estimator

Local residential and commercial concrete and steel contractor specializing in foundations and flatwork for homes, apartments, and commercial structures.

Sold, estimated, and managed concrete and steel scope of work for residential and commercial projects.

United States Marine Corps

06/99 – 08/03

Sergeant, E5 – Infantry

- *Received 2 Meritorious Promotions and Honorable Discharge*
- *Heavy Machine Gunner* for mechanized anti-armor infantry unit and one of only a few hundred Certified Combat Motorcyclists in the USMC

EDUCATION

Master of Business Administration - University of Wisconsin Whitewater

Graduated 2009

Bachelor of Arts in Accounting & Business Administration - Lakeland College

Graduated 2007

Graduated Summa Cum Laude

Kurt T. Fuller, P.E.

Office: 317-737-2941

kurt.fuller@phoenixtank.com

Mobile: 317-504-9248

Professional Licensed Professional Engineer

June 2009

- Current P.E. license in the following states:
AL, AZ, AR, DE, GA, IN, IA, LA, MS, MO, MT, NM, NC, OH, PA, RI, TN, TX, WV, WY

Education University of Illinois Urbana-Champaign, Urbana, IL

September 2001 – May 2004

- Bachelor of Science degree in Civil Engineering with a primary emphasis in Structural Engineering and a secondary emphasis in Construction Management.

Experience Phoenix Fabricators & Erectors, LLC, Avon, IN

July 2006 – Present

V.P. Engineering/Operations

- Responsible for all design related aspects of elevated water tanks and ground storage water tanks under new construction.
- Design Engineer for all tank modification projects (raising, lowering, and structural rehabilitation) of both tanks and foundations.
- Responsible for construction administration throughout project life-cycle.
- Complete design calculations using both hand calculations, custom-written software, and finite element software.
- Design various foundation types to support tanks utilizing both hand calculations and computer software. Foundation types consist of: spread footings, drilled piers, driven piles, auger-cast piles, mats, geopiers, and grade beams.
- Fluent knowledge of the following design codes: AWWA D100, ACI 318, AISC 325 AISC 327, AWS D1.1, IBC, ASCE 7.
- Complete bid designs, quantity take-offs, and cost estimates for competitively bid projects.
- Lead weekly production meeting amongst all departments: sales, accounting, engineering, purchasing, fabrication, foundation, erection, painting, and project management.
- Responsible for scheduling and coordinating engineering department workload (engineers and draftsmen) based upon weekly production meeting.
- Responsible for ensuring that construction documents reflect design calculations and perform QA/QC reviews for all atypical projects.
- Responsible for overseeing and maintaining CNC gantry-type plasma/oxy-fuel cutting machine. Coordinate with shop foreman on weekly fabrication schedule and ensure that part layouts are available for CNC machine when required.
- Continually work to further knowledge and maintain continuing education requirements.
- Staying abreast of the latest technology and code changes.

Notable Projects

- Engineer of Record on project to raise a 500,000 gallon single pedestal tank 48'-6" utilizing two cranes (one mobile hydraulic and one lattice boom) to suspend the container while a third crane (mobile hydraulic) placed the new stem sections.
- Engineer of Record on project to raise a 2,000,000 gallon single pedestal tank 11'-0" utilizing 15 – 50 ton hydraulic jacks. The tank diameter was 93'-0" and the jacks were placed on an 18'-0" diameter within the stem of the tank. Three new stem sections were hoisted into place with a mobile hydraulic crane.
- Engineer of Record on project to raise two 2,000,000 gallon ground storage tanks 12'-0", increasing the capacity of the system by 33%. The 120'-0" diameter tanks were raised utilizing a hydraulic jacking system.
- Engineer of Record on project to replace a conical roof on a 1,000,000 gallon ground storage tank with a self supporting domed roof. Domed roof was constructed adjacent to the existing tank and hoisted in to place with a mobile hydraulic crane.

Skills

Computer Software

- Proficient with Microsoft Office, AutoCad, Matlab, Mathcad and ProNest.
- Experience with Staad Pro and SAP 2000.

Membership American Water Works Association

- Steel and Composite Water Storage Tank Committee – Voting Member
- Welded Carbon Steel Elevated Tanks Subcommittee – Member

Profile

Jonathan is a Professional Engineer with over eighteen years sales experience in addition to mechanical and structural engineering. He is extremely knowledgeable of computer and technologically advanced programs and is known for his strong mathematical and communication skills.

Professional Experience

Phoenix Fabricators and Erectors, LLC, Sebree, KY (07/2001-present)

Vice President - Sales

- Responsible for all corporate sales while estimating over \$200,000,000 in sales per year, and design engineering of water storage tanks.
- Development/maintain relationships with owners and engineers for current and future projects.

T&G Industrial Equipment, Morganfield, KY (07/2000-07/2001)

Project Manager

- Responsible for designing industrial equipment and structural apparatuses; mechanical calculations relating to heat transfer, fluid mechanics, and thermodynamics; quoting jobs; and constructing drawings in AutoCAD.

Weddle Brothers Construction Co., Inc., Evansville, IN (05/1998-08/1998)

Intern (while attending Murray State University)

- Worked as a Project Engineer at several job sites. Responsible for designing structural components, organizing GANT charts, recording meeting minutes and purchasing supplies.

Education

Murray State University, Murray State, KY – BS in Engineering, 2000

Certifications, Memberships and Training

- Professional Engineer licensed in CO, GA, FL, IN, KS, KY, MA, MD, MI, MN, MS, NC, ND, NE, NJ, NY, OH, OK, SC, SD, TX, VA, WI List them out
- Certified Contractor licenses in AZ, CA, FL, ID, LA, MS, SC, UT
- Member of American Water Works Association
- Member of American Society of Civil Engineers

J. Paul Oliver, COSS

Office: 317.271.7002

Paul.oliver@phoenixtank.com

Mobile: 317-753-9439

Professional Certified Occupational Safety Specialist 2012

Experience Phoenix Fabricators & Erectors, LLC, Avon, IN Aug. 2020 - Present

V.P. Health, Safety & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

CB&I, The Woodlands, TX.

2006 – 2018

Sr. V.P. Health, Safety & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of Global HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

ABB Lummus Global, Inc. Houston, TX.

1997 – 2006

Global Director Health, Safety, Security & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of Global HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

Rust Constructors, Inc. Birmingham, AL
(A Raytheon Engineers & Constructors Company)

1990 – 1997

Corporate Manager Health, Safety, Security & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

Beacon Constructors, Inc. Houston, TX.
(A Bechtel Company)

1986 – 1990

Senior Safety Manager

- Responsibilities include leading, developing and implementing proactive safety programs and approaches for direct hire construction work.

Brown & Root, Inc. Houston, TX.

1973 – 1986

Senior Safety Manager

- Responsibilities include leading, developing and implementing proactive safety programs and approaches for direct hire construction work.

Skills

Computer Skills

- Proficient with Microsoft Office

Membership

STI/SPFA – Safety Consultant

SKILLS & EXPERIENCES

Lead Project Manager responsible for the coordination of projects from design thru final completion in accordance with codes including: AWWA D100 / D107 / D102 and NFPA. Lead Project Management Team for the entire elevated water storage tank division of one of largest elevated tank contractors in the United States.

EXPERTISE

- Project Management
- Detailed knowledge of AWWA D107
- Contract Management & Execution
- Field Erected Water Storage Tanks
- Industrial Coatings Inspection and technical knowledge
- AutoCAD

EDUCATION

Associates in Applied Science

Madisonville Community & Technical College

CERTIFICATIONS

- Certified Mechanical Drafter
- Certified Detailer
- Certified Computer Aided Draftsman
- OSHA 30
- NACE Level 2 Coatings Inspector

EXPERIENCE

Phoenix Fabricators & Erectors, LLC

2005 - Current

Senior Project Manager

2021 – Current

Phoenix Fabricators & Erectors, LLC is a turn-key general contractor that focuses on construction projects that involve industrial tanks, with a primary focus on elevated water tank projects ranging in size from 5,000 gallons to over 3,000,000 gallons.

Leading the project management team that collectively manages projects from the ground up for construction projects involving elevated water storage tanks that range in size from 5,000 gallons to over 3,000,000 gallons with project values from \$1MM to \$10MM and more than \$150MM in projects under construction.

- Management of multiple elevated tank projects
- Develop and manage training and education for project management team
- Responsible for the overall financial and operational performance of projects and subcontractors
- Develop and maintain the company's global construction schedule
- Review, manage, and negotiate client and subcontractor contracts
- Develop and implement standard policies and procedures for project management team
- Develop and maintain relationships with owners, engineers, subcontractors, and vendors
- Manage dispute resolution, negotiations, and change orders
- Responsible for the performance and coordination of the project close-out department including budgeting, scheduling, staffing, and equipment

Jeremy Binkley

1329 US Hwy 41 N, Sebree, KY 42455

PHONE: 270-853-7166 | EMAIL: Jeremy.Binkley@phoenixtank.com

Project Manager

2018 – 2021

- Lead multiple projects working simultaneously with engineering, fabrication, and construction operations to ensure projects are built to the Owner's specifications and completed on time and within budget
- Plan and coordinate all field construction phases working with the Owner and Engineer to ensure operations are done safely and to the quality requirements specified in the contract documents
- Analyze contracts and develop internal schedules for all operations to mitigate risks and to provide on time delivery and successful execution of projects
- Coordinate with all field operations departments to ensure the project requirements are met

Assistant Project Manager of Special Projects

2012 – 2018

- Managed Technical Services between engineering, fabrication, and field
- Developed and coordinated with fabricators on tank container layouts
- Assisted in the development of the design for the concrete forming system for composite elevated tanks
- Advisor to estimating team on feasibility of construction methods for projects
- Collected, analyzed, and provided estimating team with site information for bidding purposes
- Implementation of new operating system for CNC operations

Manager of Project Services

2005 – 2012

- Responsible for project teams developing working construction drawings for the fabrication and erection phases of construction
- Develop schedules, manage delegation of project service responsibilities to ensure projects are completed on time and within project specifications
- Prepare all requirements for current and upcoming projects
- Provide solutions to our fabricators and erectors to solve technical issues that arise on projects
- Develop CNC part layouts and work with CNC operators with programming
- Establish 2D & 3D construction drawing standards

John Oros

Operations Manager – Steel Erection

Mr. Oros has 13 years of experience erecting water tanks. He has a Bachelor of Science degree in Business Administration & Law. John has erected every style of elevated water tank available in various sizes, specializing in larger composite elevated tanks. He has also been directly involved in tank demolitions, tank re-erects, tank repair, and the raising and lowering of existing elevated tanks.

Phoenix Fabricators and Erectors, LLC 2009 - PRESENT

Notable Projects

Welder on project for Y-12 National Security Complex erecting two 2-million-gallon composite water tanks. The largest tanks assembled by the company up until that point.

Lead Man on project to lower a 500,000 gallon sphere 40'. Tank was pre-cut and the entire bowl was lifted with 2 hydraulic cranes while a third was used to remove the 40' of stem. The bowl was then lowered on to the remaining stem with the tandem cranes.

Assistant Foreman on project erecting a 2,000,000 gallon composite tank for Sugar Land, TX. Installed a spiral staircase and floor inside the tank shaft that would later be used for office space and additional storage.

Foreman on a project erecting a 250,000 gallon composite tank for the VA hospital in Jackson, MS. Had to coordinate entire project through the facility and their safety and operations departments. Tank was erected in the center of the hospital parking lot. Received a letter of commendation for the project.

Foreman on project erecting a 1,500,000 gallon composite tank for the town of Middleborough, MA. Had to coordinate the project through town manager along with their engineers and inspectors. Received a letter of commendation on the project.



EXPERIENCE

- ☐ Years of Experience: 13
- ☐ Full Time Employee
- ☐ Years with the Firm: 13

EDUCATION

- ☐ Western Carolina University

CERTIFICATIONS

- ☐ OSHA 30
- ☐ NCCCO Certified
- ☐ FIRST AID/CPR
- ☐ ASME Section 9 Certified Welder

Non-Collusion Affidavit of Prime Bidder

STATE OF INDIANACOUNTY OF HendricksI, Michael Oglesby, being first duly sworn, deposes and says that:He or she is VP of Sales

(Owner, Partner, Officer, Representative or Agent)

of Phoenix Fabricators & Erectors, LLC, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has 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 has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element 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 the City of Crestview or any person interested in the proposed Contract; and

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 of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: Phoenix Fabricators & Erectors, LLCBy: Michael Oglesby

(name signed)

Michael Oglesby

(name printed or typed)

Title: VP of SalesDate: 8/4/2024Subscribed and sworn to me this 5 day of August, 2024NOTARY PUBLIC: Vicki Ann Gosse

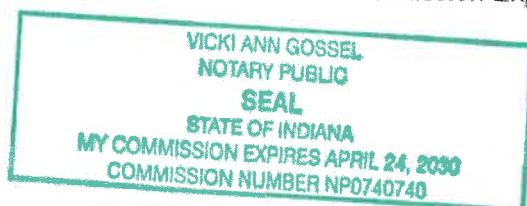
(name signed)

Vicki Ann Gosse

(name printed or typed)

Commission Expires: April 24, 2030

(SEAL)



END OF SECTION

06/21/2024

3816401

Corporate Certificate

Assistant Secretary

I, Charles Wesley Nasbitt, certify that I am the ~~Secretary~~ of the Corporation named as Bidder in the foregoing Bid; that Michael Oglesby, who signed said Bid on behalf of the Contractor was then VP of Sales of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Indiana.

This 5th day of August, 20 24.

~~Corporate~~
Assistant Secretary:

Charles Wesley Nasbitt
(name signed)

Charles Wesley Nasbitt
(name printed or typed)



END OF SECTION

Section 00 45 77
Contractor's License Certification

Bidder/Contractor's Name: Phoenix Fabricators & Erectors, LLC

Florida Contractor's License Number: CGC1513001

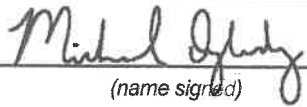
Florida Contractor's License Classification: General Contractor

Florida Contractor's License Bid Limit: Unlimited

Expiration Date of License: 8/1/2026

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER: Phoenix Fabricators & Erectors, LLC

By: 
(name signed)

Michael Oglesby
(name printed or typed)

Title: VP of Sales

Date: 8/4/2024

END OF SECTION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DIXON, JONATHAN R

PHOENIX FABRICATORS AND ERECTORS LLC
501 HICKORY WOOD CT.
HENDERSON KY 42420

LICENSE NUMBER: CGC1513001

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

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



ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) [NO/TITLE]
BID FOR [SUBJECT TITLE]
PUBLIC ACCESS FORM**

Phoenix Fabricators & Erectors, LLC, as Bidder, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN:
Maryanne Schrader, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**
- 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.

Bidder/Contractor Name: Phoenix Fabricators & Erectors, LLC
Mailing Address: 182 South County Road 900 East, Avon, IN 46123
Telephone Number: (317) 737-2995 Fax Number: (317) 273-1154
E-mail Address: Michael.Oglesby@phoenixtank.com FEIN: 82-0908307

	<u>VP of Sales</u>	<u>8/4/2024</u>
Authorized Signature	Printed Name/Title	Date

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by City of Crestview, FL,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
ARTICLE 14 ENVIRONMENTAL COMPLIANCE
ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

Michael Oglesby
(Signature of Authorized Official)

8/4/2024
(Date)

Michael Oglesby VP of Sales
(Name and Title of Authorized Official [Print or Type])

Phoenix Fabricators & Erectors, LLC
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

182 South County Road 900 East, Avon, IN 46123 (317) 737-2995
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

82-0908307
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Crestview, FL ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the City of Crestview, FL ("Owner") and the State of Florida (the "State") that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"), Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

1. 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.
2. 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.
3. 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 Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Phoenix Fabricators & Erectors, LLC
750M Elevated Water Tower
Crestview, FL

July 16, 2024

The quantities are as follows:

Foundation Concrete (5000 psi Incl. Floor & Crane Base)	371 c.y.
Foundation Rebar (Incl. Floor & Crane Base)	26 tons
Pier Concrete (5000 psi)	536 c.y.
Pier Reinforcement	54 tons
Support Shaft Concrete (4500 psi)	512 c.y.
Support Shaft Rebar	25 tons
Elevated Corbel Concrete	95 c.y.
Elevated Corbel Rebar	7.5 tons



Staff Report

CITY COUNCIL MEETING DATE: August 26, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 8/22/2024
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 Pooled Cash Carryforward, May Monthly Financial Statement, as well as the June and July Check Registers.

Follow this link by clicking on the icon with the arrow for the June [Check Register](#) and July [Check Register](#).

Follow this link by clicking on the icon with the arrow for the June [Amazon Check Register](#) and July [Amazon Check Register](#).

Follow this link by clicking on the icon with the arrow for the [May Monthly Financial Statement](#).

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

No action required.

Attachments

None