



CITY of CRESTVIEW
CITY COUNCIL

**CITY COUNCIL REGULAR MEETING
NOVEMBER 10, 2025
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 Edward Parker of First Church of God in Christ
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. FDOT State Funded Agreement: SR 85 N at Garden Street Signal Upgrade
 - 6.2. Lift Station 15 Bid Award
 - 6.3. WWTP Contract Amendment
 - 6.4. Approval of City Council Regular Meeting Minutes of October 27, 2025
 - 6.5. Approval of City Council Regular Meeting Minutes of October 20, 2025
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 2006 - Amending Chapter 18 - Businesses
 - 7.2. Ordinance 2013 Photography
- 8. Ordinances on First Reading**
- 9. Resolutions**
 - 9.1. Resolution 2026-3 - FDOT State-Funded Grant Agreement for Redstone Avenue Pedestrian Safety Improvements
 - 9.2. Resolution 2026 - 4 FDOT State Funded Grant Agreement for - SR 85 N Ferdon Blvd. at Garden Street Signal Upgrade
- 10. Action Items**
 - 10.1. City Clerk Annual Performance Evaluation

11. City Clerk Report

11.1. Monthly Update

12. City Manager Report

12.1. Financial Update

12.2. City Manager Updates

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 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. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 11/04/2025
SUBJECT: Pastor Edward Parker of First Church of God in Christ

BACKGROUND:

Clergy are invited on a volunteer basis to provide prayer before the meeting.

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

n/a

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jayce Vanderford, Project Manager, Wayne Steele, Director of Operations
DATE: 11/06/2025
SUBJECT: FDOT State Funded Agreement: SR 85 N at Garden Street Signal Upgrade

BACKGROUND:

The City of Crestview has been awarded state funding through the Florida Department of Transportation (FDOT) under Specific Appropriations 1871A of Chapter 2025-198, designated as a Local Transportation Project (ALN 55.039).

This grant supports the SR 85 N Ferdon Blvd at Garden Street Signal Upgrade, which will convert the existing three-leg intersection into a four-way signalized intersection and extend Garden Street eastward to Industrial Drive. The project includes pedestrian safety improvements and stormwater management enhancements within the existing right-of-way.

This work builds upon prior engineering services performed by Panhandle Engineering & Construction Services (PECS), which provided the original intersection and signalization design. An amended design task order scope has been developed to incorporate updated traffic analysis, survey data, and FDOT permitting requirements.

DISCUSSION:

The FDOT agreement provides a 50/50 funding partnership between the Department and the City, with a total estimated project cost of \$600,000, of which \$300,000 will be reimbursed by FDOT upon completion of eligible deliverables.

Project components include:

- Signal upgrade and intersection expansion from 3-leg to 4-leg configuration
- Extension of Garden Street to Industrial Drive
- Drainage and stormwater system improvements
- Construction Engineering and Inspection (CEI) services
- Pedestrian safety enhancements and lighting

Per the amended PECS scope, new services will include a Traffic Engineering Study, Utility Exploration (SUE), Lighting design, and FDOT connection permit coordination. A pre-application meeting with the Northwest Florida Water Management District will be held to confirm stormwater compliance requirements.

The FDOT agreement requires project completion by **October 31, 2027**, with all reimbursements contingent on adherence to state invoicing and reporting requirements.

GOALS & OBJECTIVES

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

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FINANCIAL IMPACT

The total estimated cost of the SR 85 at Garden Street Signal Upgrade Project is \$600,000, with FDOT and the City each contributing 50 percent (\$300,000 each). FDOT funds will be provided through reimbursement upon submission and approval of eligible project deliverables. The City's portion will be covered through the street's capital expenses account, 001-1141-541-6300. Funding has been allocated in the FY 2025–26 budget. No financial action is required at this time.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve and authorize the City of Crestview to execute the State-Funded Grant Agreement (FPN 457091-1-54-01) with the Florida Department of Transportation for the SR 85 at Garden Street Signal Upgrade Project.

Attachments

1. 457091-01_SR85 at Graden St-GAA-DRAFT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
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FPN: <u>457091-1-54-01</u>	Fund: <u>EM26</u>	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>57-Okaloosa</u>	Contract No: _____	Vendor No: <u>F596000295001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Crestview, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Specific Appropriations 1871A of Chapter 2025-198 , Local Transportation Project , ALN 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SR 85 N FERDON BLVD AT GARDEN STREET SIGNAL UPGRADE, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 10/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$600,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000.00 and, additionally the Department's participation in the Project shall not exceed 50.00% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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STATE-FUNDED GRANT AGREEMENT

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Crestview

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Rodney Chamberlain, P.E
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 457091-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Crestview (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.010

PROJECT DESCRIPTION: This project is for the construction and CEI of SR 85 N Ferdon Blvd at Garden Street Signal Upgrade. The project consists of upgrading the signal from a three-way signalized intersection to a four-way signal, extending Garden Street from SR 85 to Industrial Drive, providing pedestrian safety improvements, and stormwater management improvements.

The City will need to ensure an engineering study is completed to determine the need for NBRT and coordination of permitting with the FDOT Ponce de Leon Operations Center. Project will be constructed within the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook), to include the most recent Build America Buy America (BABA) requirements.

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000), to include the most recent Build America Buy America (BABA) requirements. Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard

Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 10/31/2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Crestview, PO Box 1209, Crestview, FL 32536		FINANCIAL PROJECT NUMBER: 457091-1-54-01		
PHASE OF WORK by Fiscal Year:	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44 Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 Maximum Department Participation FY: 2026 (Local Transportation Project)	\$600,000.00	\$300,000.00	\$300,000.00	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost	\$600,000.00 100.00%	\$300,000.00 50.00%	\$300,000.00 50.00%	
Construction Engineering and Inspection - Phase 64 Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : ()) Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total () Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT	\$600,000.00	\$300,000.00	\$300,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C**ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
 Between
 THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 and City of Crestview

PROJECT DESCRIPTION: SR 85 N FERDON BLVD AT GARDEN STREET SIGNAL UPGRADE

FPID#: 457091-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL: Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Project, ALN 55.039

***Award Amount:** \$300,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 11/06/2025
SUBJECT: Lift Station 15 Bid Award

BACKGROUND:

Lift station 15 is an older lift station with an outdated control panel and above-ground pumps located in south Crestview on Campbell Ave. It is slated to be upgraded to meet current City & Florida Department of Environmental Protection (FDEP) requirements.

DISCUSSION:

The Lift Station 15 Improvement Project includes installing a new wetwell to add storage, new submersible pumps, a new control panel, and a new generator. Twelve bidders submitted proposals, and RBM Contracting Services, LLC was the lowest, responsive, bidder at \$712,975.25.

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

This project was allocated \$478,000.00 in the 2024–2025 budget, with an additional \$36,051.00 approved in the 2025–2026 budget, for a total of \$514,051.00. The lowest bid received was \$712,975.25, creating a funding shortfall of \$198,924.25. To address this, \$144,790.00 will be reallocated from the equipment budget, as the Sewer Division will postpone purchasing a trailer generator this year. The remaining \$54,134.25 will be covered through impact fees.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve RBM Contracting Services, LLC as the winning bidder for the Lift Station 15 project.

Attachments

1. Rec of Award
2. RBM Bid Packet



CITY OF CRESTVIEW
Department of Public Services
715 Ferdon Boulevard North
Crestview, Florida 32536

Director
Carlos Jones
E-Mail: carlosjones@cityofcrestview.org

Telephone No. (850) 682-6132
Fax No. (850) 682-7359

ITB#25-10-27-PS Lift Station 15 Improvements – Recommendation of Award

To whom it may concern:

We have completed our review of the bids received and publicly read on Oct 27, 2025 for the above-mentioned project. Bids were received from twelve general contractors. The names of the submitting contractors and their corresponding bid amounts are summarized below:

Company	Lump Sum
Chaple Branch	\$ 1,163,756.93
Constantine	\$ 740,678.00
ECSC	\$ 763,831.09
Evans	\$ 1,015,369.50
GCUC	\$ 957,575.00
H&T	\$ 1,026,753.50
Juneaux	\$ 1,187,761.00
L&K	\$ 1,184,884.00
PCC	\$ 992,496.08
RBM	\$ 712,975.25
Talcon	\$ 999,532.79
Utility Services	\$ 1,007,633.05

The apparent lowest, responsive, responsible bidder is RBM Contracting Services, LLC. Their bid was \$198,924.25 over the previously approved budget.

Pending approval by City Council, we recommend awarding the contract to RBM Contracting Services, LLC

Sincerely,

Kyle Lusk, PE
Assistant Engineer



CITY OF CRESTVIEW FLORIDA

Lift Station 15 Improvements

Prepared For:

Mayor JB Whitten

Councilor Precinct 1 – Dusty Allison

Councilor Precinct 2 – Ryan Bullard Councilor Precinct 3 – Douglas Capps

Councilor Group 1 - At Large – Shannon Hayes

Councilor Group 2 - At Large – Brandon Frost

Jessica Leavins, City Manager

Kyle Lusk, City Engineer

September 2025

Prepared By:

SEASIDE ENGINEERING AND SURVEYING, LLC

6575 Hwy 189 N

Baker, FL 32531

(850) 650-9563



SEAS

Bid Set # 25-10-27-PS

SUBMISSION CHECKLIST

Bidders should check off each of the following items as completed and submit with bid response

Checklist Elements	Included
Submit one (1) original signature and five (5) copies of your original proposal document and a PDF version on a jump drive that is clearly labeled containing a copy of the original document.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid.	✓
Include any delivery information.	✓
Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.	✓
Be sure the proposal document has been signed in original on the Cover Sheet page with any bid addendums initialed.	✓
Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: City of Crestview City Clerk PO Box 1209 198 North Wilson Street Crestview, Florida 32536	✓
The mailing envelope should be sealed and marked with: Bid Number: 25-10-27-PS Bid Title: Lift Station 15 Improvements Bid Opening Date: Month Day, 2025	✓

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKAGE.

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. ✓ Required Bid security;
 - B. ✓ List of Proposed Subcontractors;
 - C. ✓ List of Proposed Suppliers;
 - D. List of Project References;
 - E. ✓ Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. ✓ Contractor's License No.: FL C6C 1518187 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. ✓ Required Bidder Qualification Statement with supporting data; and

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 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
1 <u>Ba →</u>	<u>9-18-2025</u>
2 <u>Ba →</u>	<u>10-13-2025</u>
3 <u>Ba →</u>	<u>10-21-2025</u>
4	

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

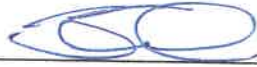
ARTICLE 9 – BID SUBMITTAL

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

RBM Contracting Services, LLC

By:

[Signature]



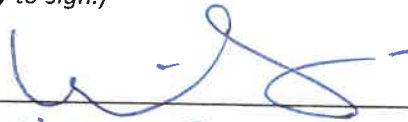
[Printed name]

Branch McClendon

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

Attest:

[Signature]



[Printed name]

Victoria Romsay

Title:

Owner DoFR

Submittal Date: 10/27/2025

Address for giving notices:

118 Industrial Park Rd

Freeport, Florida 32439

Telephone Number: 850-622-1434

Fax Number: _____

Contact Name and e-mail address: Jared Daigle

jdaigle@rbmcontracting.com

Bidder's License No.: FL CGC# 1518187

(where applicable)

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

Item	Description	Quantity	Unit	Unit Cost	Total
0101 1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00
0102 1	Litter Removal and Disposal	1	LS	\$ 1,000.00	\$ 1,000.00
0102 2	Mowing	1	LS	\$ 1,000.00	\$ 1,000.00
0103 1	Clearing & Grubbing	1	LS	\$ 1,000.00	\$ 1,000.00
1,041	Silt Fence (Double Row)	140	LF	\$ 8.00	\$ 1,120.00
0104 2	Sod	96	SY	\$ 5.00	\$ 480.00
1,043	Dewatering	1	LS	\$ 15,000.00	\$ 15,000.00
0105 1	Site Grading	1	LS	\$ 4,500.00	\$ 4,500.00
0105 2	7" Concrete Pad	6.05	SY	\$ 105.00	\$ 635.25
0105 3	Pad Subbase	12	SY	\$ 225.00	\$ 2,700.00
0105 4	Doghouse Sewer Manhole	2	EA	\$ 8,500.00	\$ 17,000.00
0105 5	8" PVC SDR 35	66	LF	\$ 65.00	\$ 4,290.00
0105 6	4" Force Main	26	LF	\$ 35.00	\$ 910.00
1,057	8" Equalizer Pipe Taps	1	EA	\$ 1,500.00	\$ 1,500.00
1,058	8" Sewer Gate Valve	1	EA	\$ 3,500.00	\$ 3,500.00
0105 9	Connection to Existing Force Main	1	EA	\$ 5,500.00	\$ 5,500.00
0105 10	Lift Station	1	EA	\$ 550,000.00	\$ 550,000.00
10,511	Lift Station Startup and Testing	1	EA	\$ 6,500.00	\$ 6,500.00
10,512	Sewer TV	1	EA	\$ 3,500.00	\$ 3,500.00
10,513	Misc. Fittings	1	LS	\$ 35,000.00	\$ 35,000.00
1,061	6' Fence	107	LF	\$ 120.00	\$ 12,840.00
				Utility Work Total	\$ 712,975.25

Pay Item Notes:

0102-1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

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

Seven hundred twelve thousand nine hundred seventy five twenty five cents.

Total of Lump Sum = Total Bid Price

\$ 712,975.25

BID BOND

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

BIDDER (Name and Address):

RBM Contracting Services, LLC
118 Industrial Park Rd
Freeport, FL 32439

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

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009

OWNER (Name and Address):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: October 27, 2025
Lift Station 15 Improvements

BOND

Bond Number: **N/A**

Date (Not earlier than Bid due date): **October 27, 2025**

Penal sum Five Percent of Amount Bid \$ 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 RBM Contracting Services, LLC

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

BRANCH McClendon

Owner
Title

Attest:

Signature

Title

Director of Finance

SURETY The Gray Casualty & Surety Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

James N. Congelio

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Kari Schmor, Account Executive

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** RBM Contracting Service, LLC
Project: Lift Station 15 Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Douglas L. Rieder, John W. Miller II, James N. Congelio, Brian M. Perry, Michael J. Brown, Margaret S. Meyers, and F. Anderson Philips of Atlanta, Georgia jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 27th day of October, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 27th day of October, 2025.

Leigh Anne Henican





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



MCCLENDON, ROBERT BRANCH

RBM CONTRACTING SERVICES LLC
118 INDUSTRIAL PARK RD
FREEPORT FL 32439

LICENSE NUMBER: CGC1518187

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/16/2024

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.

List of Proposed Suppliers

Bid# 25-10-27-PS Lift Station 15 Improvements

Bid Date: October 27, 2025

1. Ferguson Waterworks
2. AAG Services
3. Panhandle Precast

List of Proposed Subcontractors

Bid# 25-10-27-PS Lift Station 15 Improvements

Bid Date: October 27, 2025

1. Wise Electric



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
R B M CONTRACTING SERVICES, LLC

Filing Information

Document Number	L08000085970
FEI/EIN Number	26-3312611
Date Filed	09/09/2008
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/24/2023
Event Effective Date	NONE

Principal Address

118 Industrial Park Rd
Freeport, FL 32439

Changed: 02/23/2023

Mailing Address

118 Industrial Park Rd
Freeport, FL 32439

Changed: 06/17/2020

Registered Agent Name & Address

McClendon, Robert B
118 Industrial Park Rd
Freeport, FL 32439

Name Changed: 04/29/2024

Address Changed: 02/23/2023

Authorized Person(s) Detail

Name & Address

Title MGRM

MCCLENDON, ROBERT B
118 INDUSTRIAL PARK RD
FREEPORT, FL 32439

Annual Reports

Report Year	Filed Date
2024	04/29/2024
2025	01/29/2025
2025	04/16/2025

Document Images

04/16/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/29/2025 -- ANNUAL REPORT	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
08/24/2023 -- LC Amendment	View image in PDF format
02/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
06/17/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
03/11/2015 -- ANNUAL REPORT	View image in PDF format
02/20/2014 -- ANNUAL REPORT	View image in PDF format
04/24/2013 -- ANNUAL REPORT	View image in PDF format
03/18/2013 -- Reg. Agent Change	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
07/16/2010 -- LC Amendment	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
08/06/2009 -- ANNUAL REPORT	View image in PDF format
09/09/2008 -- Florida Limited Liability	View image in PDF format

EXHIBIT A – PROPOSER QUALIFICATION FORM

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

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

disqualification: Are there any judgments, claims or suits pending or

outstanding by or against you?

____ Yes X No

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

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

N/A

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

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

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

Dated this: 27th day of October, 2025.

IF INDIVIDUAL

WITNESS:



Victoria Romsey


(Signature)

Branch McClendon
(Type or Print Name)

ATTACHMENT – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) []
PROPOSAL FOR []
PUBLIC ACCESS FORM

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

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

- e. IF 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 Girard, 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: RBM Contracting Services, LLC
Mailing Address: 118 Industrial Park Rd, Freeport 32439
Telephone Number: 850-622-1434 Fax Number: _____
E-mail Address: bmclendon@rbmcontracting.com FEIN: 263312611



Authorized Signature

Branch McClendon
Printed Name/Title

10/27/2025
Date

Date: 10-25-2025

City of Crestview, Florida
Attn: Purchasing
198 North Wilson Street
Crestview, Florida 32536

Re: Project Name: Lift Station 15- Improvements

To Whom it May Concern:

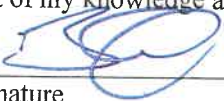
This is to certify to the City of Crestview that RBM Contracting Services, LLC (Vendor) carried out the following steps in an attempt to obtain MBE/WBE participation in this project (ONE BOX MUST BE CHECKED FOR EACH NUMBER BELOW):

1. ☐ Included qualified minority and women's businesses on solicitation lists, or
☒ No qualified minority and women's businesses were located after making good faith efforts to identify qualified businesses.
2. ☐ Solicited minority and women's businesses whenever they are potential sources, or
☐ No qualified minority and women's businesses were identified as potential sources after making good faith efforts to identify qualified businesses.
3. ☐ Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses, or
☐ It was not economically feasible to divide requirements into small tasks or quantities on this project for the following reason(s):

4. ☐ Where feasible, established delivery schedules which will encourage participation by minority and women's businesses, or
☐ It was not feasible to establish alternative delivery schedules on this project for the following reason(s):

5. ☐ Used the services and assistance of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

The undersigned representative of Vendor hereby certifies that all information provided herein is correct to the best of my knowledge and belief.


Signature

10/27/2025

Date

Owner

Title

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

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

Reference No. 1:	Company Name:	<u>Cleveland Engineering Services</u>
	Address:	<u>432 E. Bayou Froest Dr. Freeport, FL 32439</u>
	Telephone:	<u>850-200-3339</u>
	Contact Person:	<u>Ryan Cleveland</u>
	Email Address:	<u>ryancleveland@yahoo.com</u>

Reference No. 2:	Company Name:	<u>Walton County</u>
	Address:	<u>76 N. 6th St. Defuniak Springs, FL 32433</u>
	Telephone:	<u>850-892-8108</u>
	Contact Person:	<u>Jim Harmon</u>
	Email Address:	<u>Harjim@co.walton.fl.us</u>

Reference No. 3:	Company Name:	<u>O'Connell & Associates Consulting Engineers</u>
	Address:	<u>1394 County Hwy 283 S. #3 Santa Rosa Beach, FL 32459</u>
	Telephone:	<u>850-403-4555</u>
	Contact Person:	<u>Neil O'Connell</u>
	Email Address:	<u>neil@oconellengineers.com</u>

Proposers Name: RBM Contracting Services, LLC



CITY OF CRESTVIEW FLORIDA

Lift Station 15 Improvements

Prepared For:

Mayor JB Whitten

Councilor Precinct 1 – Dusty Allison

Councilor Precinct 2 – Ryan Bullard Councilor Precinct 3 – Douglas Capps

Councilor Group 1 - At Large – Shannon Hayes

Councilor Group 2 - At Large – Brandon Frost

Jessica Leavins, City Manager

Kyle Lusk, City Engineer

September 2025

Prepared By:

SEASIDE ENGINEERING AND SURVEYING, LLC

6575 Hwy 189 N

Baker, FL 32531

(850) 650-9563



SEAS

Bid Set # 25-10-27-PS

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C-200	Instructions to Bidders
C-410	Bid Form
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C-550	Notice to Proceed
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Supplemental Bidder Requirements

Exhibit 1 – Statement of No Proposal
Exhibit 2 – References
Exhibit 3 – Proposer Qualification Form
Exhibit 4 – Submission Checklist
Exhibit 5 – Vendor MBE Certification

Unless otherwise indicated or modified on the plans or specifications all work shall be in accordance with the City of Crestview Engineering Standards Manual and the Florida Department of Transportation FY2025-2026 Standard Specifications for Road and Bridge Construction, supplements, and special provisions thereto.

Bid Documents

COMPONENTS OF BID

CONSTRUCTION PLANS INCLUDING:

UTILITY IMPROVEMENTS

**City of Crestview
Project No. 25-10-27-PS
Lift Station 15 Improvements**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Lift Station 15 Improvements** will be received by the **Crestview City Council** at city hall located at **198 N. Wilson Street, Crestview, FL**, until **10:00 a.m.** local time on **October 27, 2025**, at which time the Bids received will be “publicly” opened and read. **This project involves constructing a replacement lift station for the existing lift station 15 located on Campbell Street. This will involve the installation of a new lift station, removal of the existing lift station 15 pumps, construction of 2 Doghouse manholes, installation of approximately 60 linear feet of 8-inch PVC gravity sewer, removal of the existing concrete lift station pad, construction of a new +/-269 S.F. concrete pad. The existing wet well is to remain and be interconnected to the proposed wet well. The new lift station discharge will connect into the existing 4” force main onsite. The existing lift station will remain in service until the new lift station can be placed into service.**

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis and awarded based on the lump sum of the unit prices.

The Issuing Office for the Bidding Documents is:

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

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Thursdays between the hours of **8 a.m. to 5 p.m.** or Fridays between the hours of **8 a.m. to 12 p.m.** and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Official Bid Documents are available online through Central Bidding at www.centralbidding.com. For assistance with the electronic bidding process, please contact Central Bidding at 225-810-4814.

Bidding Documents may also be obtained directly from the Engineer of Record’s Office during regular business hours. Documents are available in PDF format and may be emailed free of charge upon request. Alternatively, printed copies may be obtained in person or by mail upon receipt of payment. The non-refundable cost for printed Bidding Documents is **\$150 per set**, payable to **“Seaside Engineering And Surveying, LLC”**, plus a non-refundable shipping charge. Shipping costs vary based on the delivery method selected by the prospective bidder.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the date of receipt for the bidder. Partial sets of Bidding Documents will not be provided by the Issuing Office. Neither the Owner nor the Engineer will be held responsible for full or partial sets of documents, including any Addenda, that are obtained from sources other than the Issuing Office.

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

Owner: **City of Crestview**

By: **Maryanne Girard**

Title: **City Clerk**

Date: **TBD**

The City of Crestview reserves the right to accept or reject, in part or in total, any or all proposals and to waive any informalities as deemed in the best interest of the City. All proposals must be marked on the outside of the envelope with the proposer's name, the time and date of the opening. It shall be the bidders' responsibility to ensure that proposals are delivered to the above address at the appointed time.

The City of Crestview, Florida does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

+ + END OF ADVERTISEMENT FOR BIDS + +

SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

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

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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **5** days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number, if applicable.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
 - D. Bidder's underground utility and excavation contractor license number
 - E. Other required information regarding qualifications
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

4.01 *Site and Other Areas*

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

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

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

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

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

4.03 *Site Visit and Testing by Bidders*

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

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

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

4.04 Owner's Safety Program

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

4.05 Other Work at the Site

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

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

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

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

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 7 – BID SECURITY

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

ARTICLE 8 – CONTRACT TIMES

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

ARTICLE 9 – LIQUIDATED DAMAGES

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

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

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

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

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

ARTICLE 12 – PREPARATION OF BID

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

ARTICLE 13 – BASIS OF BID

13.01 *Lump Sum*

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

13.02 Unit Price

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

13.03 Allowances

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

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Maryanne Girard, City Clerk
PO Box 1209, 198 N. Wilson Street, Crestview, FL 32536. **Notice that electronic submission of bids is accepted through Central Bidding.**
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

DISCLOSURE OF PROPOSAL CONTENTS -- All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

PROPRIETARY INFORMATION -- In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

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

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

must be submitted as provided in the Bidding Documents.

- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

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

ARTICLE 20 – SIGNING OF AGREEMENT

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

BID FORM

City of Crestview Lift Station 15 Improvements

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Maryanne Girard, City Clerk, City of Crestview

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

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

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

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

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

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. 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 any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Item	Description	Unit	Quantity	Unit Cost	Total
0101 1	Mobilization	LS	1	\$50,000.00	\$50,000.00
0102 1	Litter Removal and Disposal	LS	1	\$750.00	\$750.00
0102 2	Mowing	LS	1	\$1,000.00	\$1,000.00
0103 1	Clearing & Grubbing	LS	1	\$15,625.00	\$15,625.00
0104 1	Silt Fence (Double Row)	LF	140	\$19.74	\$2,763.60
0104 2	Sod	SY	96	\$10.85	\$1,041.60
0104 3	Dewatering	LS	1	\$50,000.00	\$50,000.00
0105 1	Site Grading	LS	1	\$22,084.21	\$22,084.21
0105 2	7" Concrete Pad	SY	6.05	\$883.09	\$5,342.69
0105 3	Pad Subbase	SY	12	\$80.36	\$964.32
0105 4	Doghouse Sewer Manhole	EA	2	\$10,603.89	\$21,207.78
0105 5	8" PVC SDR 35	LF	66	\$67.54	\$4,457.64
0105 6	4" Force Main	LF	26	\$177.15	\$4,605.90
0105 7	8" Equalizer Pipe Taps	EA	1	\$3,094.75	\$3,094.75
0105 8	8" Sewer Gate Valve	EA	1	\$3,262.20	\$3,262.20
0105 9	Connection to Existing Force Main	EA	1	\$3,310.39	\$3,310.39
0105 10	Lift Station	EA	1	\$783,376.52	\$783,376.52
0105 11	Lift Station Startup and Testing	EA	1	\$750.00	\$750.00
0105 12	Sewer TV	EA	1	\$937.50	\$937.50
0105 13	Misc. Fittings	LS	1	\$3,209.48	\$3,209.48
0106 1	6" Fence	LF	107	\$137.50	\$14,712.50
Utility Work Tot					\$992,496.08

Pay Item Notes:

0102 - 1 MAINTENANCE OF TRAFFIC: Includes payment for all work zone sign, temporary barricades, channelizing devices, portable changeable message signs, detour signs flagmen, temporary signalization and all other items needed to maintain a safe work zone and maintain traffic through the duration of the construction activities, according to the FDOT Standard Plans Series 102.

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

Total of Lump Sum = Total Bid Price

\$ 992,496.08

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Pensacola Concrete Construction Co. Inc.

By:

[Signature]

Ben F. Joyner, Jr.

[Printed name]

Ben F. Joyner, Jr., President

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

Attest:

[Signature]

Paula Scott-Lieser

[Printed name]

Paula Scott-Lieser

Title:

Corporate Secretary

Submittal Date:

10-27-2025

Address for giving notices:

P.O. Box 2787

Pensacola, FL 32513

Telephone Number:

(850) 476-0026

Fax Number:

N/A

Contact Name and e-mail address:

Ben F. Joyner, Jr.

BenPCC@bellsouth.net

Bidder's License No.:

CUC1224436

(where applicable)

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

BID BOND

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

BIDDER (*Name and Address*):

Pensacola Concrete Construction Company, Inc.
550 East Royce Street
Pensacola, FL 32503

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

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

OWNER (*Name and Address*):

City of Crestview
198 N. Wilson Street,
Crestview, FL 32536

BID

Bid Due Date: October 27, 2025
Lift Station 15 Improvements

BOND

Bond Number: 1009202500

Date (*Not earlier than Bid due date*): October 27, 2025

Penal sum Five Percent of Amount Bid \$ 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

Pensacola Concrete Construction Company, Inc.

Bidder's Name and Corporate Seal

By:

Signature

Ben F. Joyner, Jr.

Print Name

President

Title

Attest:

Signature

Corporate Secretary

Title

(Seal)

SURETY

NGM Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Mark W. Edwards, II

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Alisa B. Ferris, Senior Vice President - Surety

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Alisa B Ferris, Richard H Mitchell, Anna Childress, William M. Smith, Kimberly Rochester, Gabriella Bozzano, Krista Shelnutt** —

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance 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 office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

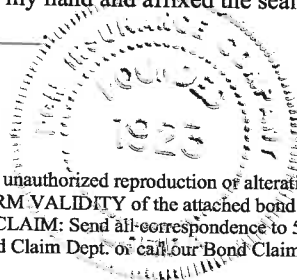
A. Rose

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 27th day of October, 2025



Andrew Rose

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

**City of Crestview
Lift Station 15 Improvements
ITB 25-10-27-PS**

ADDENDUM NO. 1

This addendum is to advise that we have responded to questions received, as follows:

Q1: Is there a Pre-Bid meeting for this project?

A1: No, a Pre-Bid meeting was not scheduled for this project.

Q2: Can site visits be arranged? If so, what is the process and who should be contacted?

A2: Yes, site visits may be scheduled upon request. Please contact Kyle Lusk at kylelusk@cityofcrestview.org to arrange a time to meet at the site.

Q3: Is there a deadline for submitting questions?

A3: Yes, all questions must be submitted by October 16, 2025.

Q4: Is KSB the only pump brand allowed?

A4: No. The City allows the use of Barnes, Flygt, Hydromatic, KSB, or Wilo-EMU pumps (see ESM 16.06). Any substitution must meet City pump requirements outlined in ESM 9 and ESM 16, available at: www.cityofcrestview.org/160/Community-Development-Services.

Q5: Will this project require Davis-Bacon compliance?

A5: No, Davis-Bacon requirements do not apply to this project.

Q6: Will this project involve owner-paid materials?

A6: No, this project will not be owner-paid materials

-END OF ADDENDUM-

City of Crestview
Lift Station 15 Improvements
ITB-25-10-27-PS
ADDEDUM NO. 2

Q1: Do you know if a Geotech report has been done on this location?

A1: Yes, NOVA provided a geotechnical report for this project.

Q2: The notes mention a generator, but there is not one on the plans. Please clarify if a generator is wanted.

A2: Yes, a diesel pad mounted Generac or CAT 60KW generator is required.

Q3: Will the existing lift station need to be lined?

A3: No, the existing station will just be used as additional storage and is to be left as is.

Q4: Will the City of Crestview retain ownership and maintenance of this station once it is replaced?

A4: Yes.

Q5: Is the existing FPL power sufficient for new lift station? Can both lift stations be run concurrently during start-up?

A5: The stations should be able to run concurrently during the start-up test. The existing station can be pumped down to prevent any power draw issues interfering with the start-up test.

Q6: We assume the ground conditions will require dewatering. Are all dewatering and bypass pumps required to be sound attenuated?

A6: No, we do not require sound attenuation.

Q7: Can additional construction easement be provided, specifically, the lot adjacent to 122 Campbell Ave? We feel that even by utilizing the current temporary construction easement and existing right-of-way the amount of equipment, excavated material, and construction vehicles will impede anyone from utilizing the cul-de-sac.

A7: The property owner will have to be the one contacted to provide a TCE.

Q8: The existing concrete curb and asphalt will most likely be damaged during construction. Can a line item be included to capture this cost? Will milling/overlay of cul-de-sac be required?

A8: The site will need to be restored to current condition, if the curbing is damaged. However, we won't require the cul-du-sac to be repaved.

Q9: If sheet piling is utilized for shoring will seismograph monitoring be required during piling installation/removal due to proximity of nearby homes?

A9: We do not have seismograph monitoring requirements in the specs.

Q10:10 Has the existing 8" clay sewer main from Southview Drive been lined?

A10: No.

Q11: Will the City of Crestview provide a bypass pump in the event existing lift station fails during construction or will this be the responsibility of the contractor to maintain?

A11: The City has one that could be used. However, it could be serving a different station in the worst-case scenario. It is advised the contractor be ready to supply one.

City of Crestview
Lift Station 15 Improvements
ITB-25-10-27-PS
ADDEDUM NO. 3

Q1. Is Dura Plate acceptable as a substitute to SpectraShield, if required?

A1 Yes, Dura Plate 6000 is an acceptable alternative to SpectraShield.

Q2. Will the contractor be allowed to discharge groundwater into the existing L/S?

A2 No, the existing pumps barely keep up with the sewer flow.

Q3. On sheet C6, the FDOT detail eliminates a top rail in favor of a top tension wire. Is this correct?

A3 A top rail and barbed wire.

Q4. Is the fence required to have a coating or stay with galvanized?

A4 The fence is not required to be coated.

Project: City of Crestview Lift Station 15
Improvements

Subcontractors:

A) Hurricane Fence

Project : City of Crestview LIFT Station 15 Improvements

Suppliers :

- A) Core & Main
- B) Ferguson WW
- C) Consolidated Pipe
- D) Pump & Process

Project : City of Crestview LIFT Station 15 Improvements

Project References :

- A) 2nd Street LIFT Station (2023 for ECUA)
- B) Navarre East LIFT Station (2022 for HNWS)
- C) LIFT Station 56 (2023 for ECUA)
- D) Coventry Estates LIFT Station (2019 for ECUA)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCOTT-LIESER, PAULA J

PENSACOLA CONCRETE CONSTRUCTION COMPANY INC
5604 ROSEBAY STREET
MILTON FL 32583

LICENSE NUMBER: CUC1224436

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 06/10/2024

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.



PENSACOLA CONCRETE CONSTRUCTION CO. INC.

FL License # CUC1224436 • AL License # 12750

P.O. Box 2787
Pensacola, FL 32513

1-850-476-0026

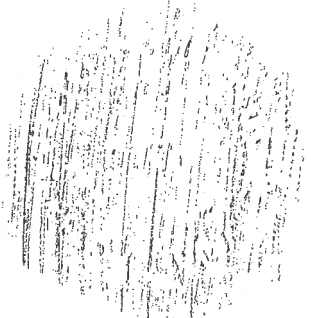
www.pcctrenchless.com

CORPORATE RESOLUTION
OF
PENSACOLA CONCRETE CONSTRUCTION CO., INC.

RESOLVED, that Benjamin Joyner, duly appointed President of Pensacola Concrete Construction Co., Inc., is authorized to carry out the ordinary business of this corporation; collect monies that are or will become due to the corporation; incur indebtedness necessary for the operation of the business; pay company debts; fire, supervise, promote, demote, and set compensation of employees; and, any other functions necessary for the proper operations of Pensacola Concrete Construction Co., Inc.

I, Paula Scott-Lieser, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and the corporate seal of Pensacola Concrete Construction Co., Inc., a corporation organized and existing under the laws of the State of Florida, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the bylaws of the Corporation on 12 February 2024, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of the Corporation to be hereunto affixed on this day of 12 February 2024.



Paula Scott-Lieser, Secretary



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director
DATE: 11/06/2025
SUBJECT: WWTP Contract Amendment

BACKGROUND:

Operations Management International, Inc., (OMI), a wholly owned subsidiary of Jacobs Engineering Group, Inc., operates and maintains the City of Crestview's wastewater treatment plant (WWTP). This contract amendment (No.1) is the annual renewal of the original contract for the fiscal year from October 1, 2025 to September 30, 2026.

DISCUSSION:

The attached Amendment #1, as a subsequent part of the approved contract, allows for consideration of an annual increase in labor costs and consumable operating expenses relevant to the needs of the facility. The operating expenses that are negotiated are electricity, chemicals, sludge hauling, repairs, and other direct costs which serve as the basis for adjustment of the Base Fee. This base fee adjustment covers the costs for additional monitoring well testing that is required due to RIBS installation in the amount of Eight Thousand Four Hundred Dollars (\$8,400) for the period of October 1, 2025 through September 30, 2026.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

FINANCIAL IMPACT

The cost of the contract for this year is 1,305,789.02, which was approved in the current FY2026 budget under 440-1935-535.34-00, Contractual Services.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve this continuing services contract renewal for OMI, a wholly owned subsidiary of Jacobs Engineering Group, Inc.

Attachments

1. SKM_C45825110417180

**AMENDMENT NO. 1
TO THE
AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES FOR THE CITY OF CRESTVIEW, FLORIDA**

This Amendment No. 1 to the Agreement for Operations, Maintenance and Management Services, as it has subsequently been amended, for the City of Crestview, Florida dated September 10, 2024 (the "Agreement") is made effective this ____ day of _____ 2025 by and between the **City of Crestview, Florida**, a municipal corporation, whose address for any formal notice is 198 North Wilson Street, Crestview, Florida 32536 (hereinafter "OWNER") and **Operations Management International, Inc.**, whose address for any formal notice is 6312 S. Fiddler's Green Circle, Suite 300N, Greenwood Village, CO 80111 (hereinafter "CONTRACTOR").

NOW THEREFORE, OWNER and CONTRACTOR agree as follows:

1. Per Appendix B, Article B.4.1.1 Scope Changes, the parties hereby understand and agree that additional monitoring well testing is required due to RIBS installation and shall be provided for an additional Eight Thousand Four Hundred Dollars (\$8,400) for the period of October 1, 2025 through September 30, 2026. The Base Fee stated in Article E.1.1 has been adjusted to include the price to provide this additional scope.
2. Appendix E, Article E.1.1 is deleted in its entirety and replaced with the following Article E.1.1:

E.1.1 OWNER shall pay to CONTRACTOR as compensation for services performed under this Restated Agreement a **Base Fee of One Million Three Hundred Five Thousand Seven Hundred Eighty-Nine Dollars and Two Cents (\$1,305,789.02)** for the period of **October 1, 2025 through September 30, 2026**. Subsequent years' base fees shall be determined as hereinafter specified.
3. Appendix E, Article E.1.4 is deleted in its entirety and replaced with the following Article E.1.4:

E.1.4 The total amount CONTRACTOR shall be required to pay for Repairs shall not exceed the annual **Repairs Limit of Twenty-Five Thousand Dollars (\$25,000)** for the period specified in Article E.1.1 above. CONTRACTOR shall provide OWNER with a detailed invoice of Repairs over the annual Repairs Limit, and OWNER shall pay CONTRACTOR for all Repairs in excess of such limit. CONTRACTOR will rebate to OWNER the entire amount that the cost of Repairs is less than the annual Repairs Limit.
4. Appendix E, Article E.1.6 is deleted in its entirety and replaced with the following Article E.1.6:

E.1.6 The total amount CONTRACTOR shall be required to pay for Chemicals shall not exceed the annual **Chemicals Limit of Sixty Thousand Dollars (\$60,000)** for the period specified in Article E.1.1 above. CONTRACTOR shall provide OWNER with a detailed invoice of Chemicals cost over the annual Chemicals Limit, and OWNER

shall pay CONTRACTOR for the cost of Chemicals in excess of the Chemicals Limit. CONTRACTOR will rebate to OWNER the amount that the actual cost of Chemicals is less than the annual Chemicals Limit.

5. Appendix E, Article E.1.8 is deleted in its entirety and replaced with the following Article E.1.8:

E.1.8 Provide for the disposal of scum, sludges, and biosolids (collectively, "Residuals") to existing disposal sites, provided the total amount CONTRACTOR shall be required to pay does not exceed **One Hundred Twenty-Five Thousand Dollars (\$125,000)** for the period specified in Article E.1.1 above. CONTRACTOR shall provide OWNER with a detailed invoice of Residual disposal costs over the annual Residuals Limit, and OWNER shall pay CONTRACTOR for the cost of Residuals in excess of the Residuals Limit. CONTRACTOR will rebate to OWNER the amount that the actual cost of Residuals is less than the annual Residuals Limit.

6. Appendix E, Article E.1.9 is deleted in its entirety and replaced with the following Article E.1.9:

E.1.9 CONTRACTOR and OWNER shall agree on the annual fee for **electrical costs of Two Hundred Thirty-Seven Thousand Dollars (\$237,000)** for the period specified in Article E.1.1 above. Any electrical cost overage will be shared and equally paid by OWNER and CONTRACTOR. Any electrical cost savings below the estimated fee will be equally shared between the OWNER and CONTRACTOR at the end of the contract year with other rebate line items in the Agreement.

This Amendment together with the Agreement and previous amendments constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of prior Amendments and the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment No. 1 by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.:**

By: 
Name: Kyle Holder
Title: Geographic Director of Operations
Date: 7/9/2025

**THE CITY OF CRESTVIEW,
FLORIDA:**

By: _____
Name: JB Whitten
Title: Mayor
Date: _____



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

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: 11/04/2025
SUBJECT: Approval of City Council Regular Meeting Minutes of October 27, 2025

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-

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

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

A motion to approve the City Council regular meeting minutes of October 27, 2025.

Attachments

1. 10272025 City Council Minutes Draft

City Council Minutes - DRAFT
October 27, 2025
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. Council members present: Mayor Pro-Tem Doug Capps. Council members present: Ryan Bullard, Brandon Frost, Dusty Allison, and Shannon Hayes. Also present: City Manager Jessica Leavins, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

- 2.1. Apostle Darlene Haynes-Scheuermann of Kingdom Life Worship and Training Center

The Invocation and Pledge of Allegiance was led by Apostle Darlene Haynes-Scheuermann of Kingdom Life Worship and Training Center. She serves in the Chaplaincy Program, as well. Mayor Whitten added that Apostle Darlene also serves on the Pastoral Advisory Group.

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 Brandon Frost and seconded by Councilmember Shannon Hayes to approve the agenda, as presented.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

5. Presentations and Reports

- 5.1. National Epilepsy Month Proclamation

Mayor Pro-Tem Doug Capps read a proclamation declaring National Epilepsy Month for November 2025 in Crestview. He stated that Tyler Smith lost his life this year and provided the family in attendance with the proclamation.

- 5.2. Farm Bureau Proclamation

Councilmember Brandon Frost read a proclamation declaring November 19-25 as Farm City Week in Crestview. A representative from the Farm Bureau came forward.

- 5.3. National Homecare Nursing Month

Mayor JB Whitten read a proclamation declaring November 2025 as National Homecare and Hospice Nursing Month in the City of Crestview.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Brandon Frost to approve the Consent Agenda, as presented.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

- 6.1. Kenworth Dump Truck
- 6.2. Sourcewell Contract (John Deere Excavator)
- 6.3. Caterpillar Backhoe Purchase
- 6.4. Jerry Pate Turf & Irrigation Contract

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

9. Resolutions

9.1. Reimbursement Resolution

City Manager J. Leavins presented Resolution 2026-2, A Reimbursement Resolution to the City Council, that includes the renovated Fire Station 3, the recreational center, and the new Public Services complex. She added the use of funds for future TIF projects will allow for reimbursement but not toward the bond. She then asked the City Clerk to read Resolution 2026-2, by title.

City Clerk Maryanne Girard read Resolution 2026-2 aloud: A Resolution of the City of Crestview, Florida Establishing Its Intent to Reimburse Certain Project Costs Incurred With Proceeds of Future Tax-Exempt Financings; Providing Certain Other Matters In Connection Therewith; and Providing An Effective Date.

Councilmember R. Bullard asked for more explanation about the reimbursement. City Manager J. Leavins replied that certain projects require more timeliness, so we can bond the project such as the fire station and reimburse ourselves for items as we use them. We are moving forward on the purchase of the ROC, in time for the basketball season.

Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Shannon Hayes to adopt Resolution 2026-2.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10. Action Items

10.1. Status of City Clerk's PIP

Mayor JB Whitten brought up the item regarding the status of the PIP for the City Clerk and requested an update.

City Clerk M. Girard provided an update on her accomplishments in the last ninety days addressing the ethics training, the FACC academy week-long training, and being enrolled in a six-week course through the University of Wisconsin for a Training and Development certificate. She also added information on the supervisory/leadership updates, the public records tracking and logging system update, communications strategies, contract workflow improvements, Code of Ordinance project completion and preservation of historical books.

Councilmember R. Bullard requested clarification on ending the contract.

City Attorney J. Holloway explained the contract is not a renewal process, as the city clerk serves at the pleasure of the City Council. The term is indefinite and there is an annual renewal period within thirty days.

Councilmember R. Bullard said he appreciated the time, energy and commitment that the City Clerk has placed in the position. He made a motion not to continue to employ Maryanne upon the expiration of her renewal time frame.

City Attorney J. Holloway clarified that it would be a termination by the city. He added that the contract states four weeks, and there is a requirement to give advance notice.

Discussion ensued.

Councilmember S. Hayes said he cannot support the termination. No one has proven she had done a bad job. In comparison, she is doing a lot more than other clerks in the state. He has spoken to clerks at the Policy Review Committee, and they spoke highly of her.

Councilmember D. Allison asked if the PIP could be extended with specific requirements. She would like to see greater delegation to the deputy clerk to assist with the workload. Secondly, she asked whether the city manager could provide a record to Council on whether she has met expectations. City Manager J. Leavins explained that the city clerk does not report to her, so her expectations are different. Councilmember D. Allison asked about time to address the PIP, since every point was not addressed in tonight's update.

City Attorney J. Holloway said there is a motion on the floor, so it would not be pertinent to the motion.

Councilmember B. Frost said he had concerns about the Sunshine Laws and email access, but they were addressed.

Mayor Pro-Tem D. Capps asked about concerns that were not addressed. He did not think 90 days would address the issue, as he does not see improvement.

Councilmember R. Bullard agreed that a 90-day extension would not work. He is concerned that there are no executive-level results.

Councilmember S. Hayes stated he was not given specific information. He added he has not heard of any grounds for termination.

Mayor JB called for action.

Motion by Councilmember R. Bullard and seconded by Mayor Pro-Tem D. Capps to not to continue to employ Maryanne upon the expiration of her renewal and terminate employment with the city.

Roll Call: Ayes: Doug Capps, Ryan Bullard. Nays: Shannon Hayes, Brandon Frost, Dusty Allison. Ayes: 2; Nays: 3. Motion failed.

Councilmember D. Allison recommended that the PIP be modified with specific answers to all examples in the PIP.

City Manager J. Leavins proposed that the HR Manager and the Council meet on what issues should be placed in the PIP. Mayor Whitten agreed that a specific PIP could be developed.

Councilmember S. Hayes stated that he would like to see something measurable measures with results.

Motion by Councilmember Shannon Hayes and seconded by Councilmember D. Allison to require each council member to meet with HR to develop a specific and measurable PIP.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

Mayor Pro-Tem D. Capps said each member's opinion is different, as everyone's background is different. He likes measurable results. He has met with the city clerk and will meet with her going forward. He also challenged each councilmember to meet with the clerk.

11. City Clerk Report

City Clerk Maryanne Girard reminded the City Council that she needed the names of the veteran that will be riding with them for the Veterans Day Parade on November 11th.

12. City Manager Report

12.1. Financial Update - Finance Director

Finance Director Gina Toussaint presented the financial statements. She added we are 92% into the fiscal year.

12.2. City Manager Updates

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmembers spoke on the success of the Fall Festival.

Councilmember S. Hayes praised Councilmember D. Allison for speaking at the senior living grand opening.

Mayor Pro-Tem D. Capps asked for an update on e-bikes and on the status of the ordinance. City Manager J. Leavins responded that the county has formed a committee, and we are collaborating on the ordinance. We are getting the police officers in the room for feedback. She added the county will present it tomorrow. Mayor JB Whitten added we are trying to come to an agreement next week on speeding, helmets, and other safety concerns.

Mayor JB Whitten said City Government Week went well except Friday night. He is up to suggestions, as we have had a Meet and Greet and townhall sessions.

He said the FLC will release the priorities on December 5th and suggested getting information either to Mr. Hayes, as he is a member of the Municipal Operations Policy committee or to him, as a member of the FLC Legislative Committee. He added the delegation meeting is at the County Administration Center in Shalimar on December 15th, so a request to appear must be received by Representative Maney's office no later than December 8th. He also mentioned he is going to try to fund an NWFLC funded visit to the State Capitol from February 17-18th to address issues. He asked the Council to contact him if they intend to attend. He suggested reviewing the bills that are up for legislative review.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public.

Ed Mitchell came forward to remind the Council that Remote Area Medical is coming up and for city sponsorship. Mayor JB Whitten asked about changes with the school set up, and Mr. Mitchell said they were told they could get into the gym to set up. He is working with the school to access the gym early. The mayor added he sits on the Main Street Association Board, so he will update the Board.

15. Adjournment

In hearing none, Mayor JB Whitten adjourned the meeting at 7:23 p.m.

Minutes approved this ___ day of ___ 2025.

JB Whitten, Mayor

Maryanne Girard, City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

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: 11/06/2025
SUBJECT: Approval of City Council Regular Meeting Minutes of October 20, 2025

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-

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

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

A motion to approve the City Council regular meeting minutes of October 20, 2025.

Attachments

1. 10202025 City Council Regular Meeting Agenda DRAFT

City Council Minutes -Draft
October 20, 2025
6:00 PM
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. Council members present: Mayor Pro-Tem Doug Capps. Council members are present: Ryan Bullard, Brandon Frost, Dusty Allison, and Shannon Hayes. Also present: City Manager Jessica Leavins, Deputy City Clerk Natasha Peacock, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1 Pastor Josh Neel of Hope City Community Church

The Invocation and Pledge of Allegiance was led by Pastor Joshua Neel of Hope City Community Church.

3. Open Policy Making and Legislative Session

Mayor JB Whitten announced there was a quorum present.

4. Approve Agenda

Mayor JB Whitten asked for a motion to add to the Presentations and Reports, Crestview High School SGA and called for action. Motion by Councilmember Hayes and seconded by Councilmember Frost to approve the amended agenda.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

5. Presentations and Reports

5.1 2025 Crestview Photo Contest "My Favorite View" Winners

The PIO (Public Information Officer) Ms. Bonafacio presented the winners for the categories of the "My Favorite View" photo contest.

5.2 Crestview High School SGA Representatives

Mayor Whitten introduced the principal of Crestview High School Ms. Victoria Hayden and two representatives of the Student Government Association. Mr. Damian Parks, a student representative of the high school SGA gave a summary to council about what the SGA is and how it represents the students as a liaison between the students and the administrative staff. Mayor Whitten suggested that next year to get the SGA involved with Government week and thanked them for their participation in this Government week.

6. Consent Agenda

Mayor JB Whitten called for action. Motion by Councilmember Frost and seconded by Councilmember Hayes to approve the Consent Agenda.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

6.1 Golf Course Driving Range Netting Purchase

6.2 Approval of the City Council Final Millage and Budget Hearing of September 22, 2025

- 6.3. Approval of City Council Regular Meeting Minutes of September 22, 2025
- 6.4. DEP Agreement No. L0174- Crestview Southwest Bypass Reuse Line Project
- 6.5. FDOT State Funded Grant Agreement- Redstone Avenue Pedestrian Safety Improvements

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 2006 - Amending Chapter 18 - Businesses

CDS Administrator N. Schwendt presented Ordinance 2006, amending Chapter 18, Businesses, on First Reading to the City Council. With the increase in popularity of our Food Truck events. This amendment does not prohibit a municipality for the business tax receipt. It is challenging to regulate the food truck, but the big concern is safety. We do not want a BTR to cause undue burden to the vendors. We are incorporating more vendor registration fees. We want to be business friendly. The amendment proposed herein exempts mobile food dispensing vehicles from being required to have a business tax receipt, as well as vendors operating at permitted special events. It provides operational exemptions for mobile dispensing vehicles at special events (pertaining to placement and utility connection regulations) but keeps all operational and regulations for mobile food dispensing vehicles operating outside permitted special events, to maintain public health and safety requirements. He then asked the City Clerk to read Ordinance 2006 by Title.

Deputy City Clerk Natasha Peacock read Ordinance 2006 aloud: **An Ordinance Amending Chapter 18 - Businesses of the City of Crestview Code of Ordinances; 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.

Motion by Councilmember Allison and seconded by Councilmember Bullard to adopt Ordinance 2006 on First Reading.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

8.2. Ordinance 2013 Photography

CDS Administrator N. Schwendt presented information on Ordinance 2013 Photography. Upon recent discussion regarding the Photography Request for Proposals, staff has worked to consider alternative methods for photography services that are offered on public property, specifically regarding youth sports, but that can also be applied generally. Staff observed how other jurisdictions handle similar photography processes. The ordinance provides for the creation of a production permit, which would apply to any commercial taking of stills or motion pictures on City property, which would include our parks, community center areas, and streets. The proposed ordinance contains the application requirements for the permit, provides for a permit duration of 90 days and provides for specific terms and conditions to be applied to a permit upon issuance, dependent on the scope and nature of the production. Regarding youth sports photography specifically, this ordinance and the permit that it enacts would allow each individual team to decide

which photographer they would like to utilize. The responsibility of applying for the permit would fall on the photographer. Once the permit is issued, the photographer will be permitted to operate within the requested areas/places for a period of 90 days. He then asked the Deputy City Clerk N. Peacock to read Ordinance 2013 by title:

Deputy City Clerk N. Peacock read ORDINANCE 2013 by title: ORDINANCE 2013 AN ORDINANCE AMENDING CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; 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.

There was a brief discussion amongst council members. Councilmember Bullard stated his objections to legislating a permitting process for photography.

Mayor JB Whitten called for comments from a citizen to address the Council.

Ms. DeMario, of Crestview addressed the Council concerning her opposition to Ordinance 2013. Ms. DeMario felt the permit fees were too excessive and that the proposed ordinance was too burdensome and broad for local photography companies.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to adopt Ordinance 2013 on First Reading.

Roll Call: Ayes: Doug Capps, Shannon Hayes, Brandon Frost, Dusty Allison. Nays: Ryan Bullard. Four ayes and one nay. Motion carried.

9. Resolutions

9.1. Resolution 2026-1 - Fire Ladder Truck Lease

At the September 8, 2025 meeting, the Council was asked to secure pricing for a new ladder truck. The vendor required a lease commitment from the City to lock in the quoted price. The Council approved proceeding with this commitment. This purchase pertains to one (1) Pierce Enforcer 100’ Ascendant Aerial Tower (ladder truck). The total cost of the vehicle is \$2,359,870.00, with a committed discount of \$254,193.89 if secured by November 2025, reducing the net cost to \$2,105,676.11. The acquisition will be financed through a seven-year lease agreement with PNC, with annual payments of \$357,853.29 beginning in October 2026, at an interest rate of 4.44%. He then asked the Deputy City Clerk to read Resolution 2026-1 by title:

RESOLUTION: 2026- 1 A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING THE FINANCING OF FIRE EQUIPMENT IN THE AMOUNT OF \$2,105,676.11 PROVIDING FOR PAYMENT OF SUCH FINANCING, MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor JB Whitten called for comment from the Council.

Motion by Councilmember Allison and seconded by Councilmember Bullard to adopt Resolution

2023-1.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10. Action Items

10.1. Okaloosa County Disc Golf Club Agreement

Parks and Recreation Director Brady Peters informed the Council concerning the expiration and renewal of this contract with Okaloosa County. Mr. Peters informed the Council of how the county would perform certain duties so that they can host disc golf tournaments throughout the year. He noted that the contract, if approved, would be extended for at least two more years.

Mayor JB Whitten called for comment from the Council.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Hayes for staff to address concerns and table.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10.2. TurfTank Robot Contract

Parks and Recreation Director Brady Peters informed Council of the impending contract for a turftank robot. Mr. Peters explained how the robot works and the benefits it gives the parks department as it saves time and money.

Mayor JB Whitten called for comment from the Council.

There was a brief discussion concerning how the robot works.

Motion by Councilmember Frost and seconded by Councilmember Hayes.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10.3. Auburn Water System Agreement

City Manager Jessica Leavins informed Council that the demarcation line between properties that are served by Auburn Water System and the City of Crestview was litigated and it was determined that all properties north of an agreed upon line were to be serviced through Auburn Water System. Ms. Leavins continued to explain that at the present day the land on which a Neighborhood Market, Walmart property, this line runs diagonally and it's causing some issues. Auburn Water System is willing to "give" up the property where the El Paso restaurant is for the Walmart property. She is requesting that Council allow the City Attorney, Mr. Holloway to negotiate a contract for that property because the deal will be in our best interest.

Mayor JB Whitten called for comment from the Council.

There was a brief discussion concerning the request.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Allison to approve the Auburn Water System agreement.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

11. City Clerk Report

11.1. General Retirement Board Appointments

Deputy City Clerk Natasha Peacock informed Council of the new appoint of Ms. Elizabeth Roy to the General Retirement Board. She informed them that to fill the vacancy of Bryan Lewis from the General Retirement Board, Mrs. Elizabeth Roy has been appointed to serve in that position which ends this month October 2025. The Clerk's Office is asking Ms. Roy to continue in that appointment for the next 4 years full term.

Mayor JB Whitten asked for action.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Allison to approve the appointment.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried

11.2. Citizen of the Year nominations are due by November 3, 2025

Deputy City Clerk Natasha Peacock informed Council of the current committee members of the Mae Reath Coleman Citizen of the Year and asked if any one councilmember would like to replace their selected individual on this committee.

There were no changes or updates to the committee.

11.3. Monthly Update

Deputy City Clerk Natasha Peacock gave Council a brief overview of actions taken place in the Office of the City Clerk- For the September 2025 period, we received 71 new requests, with 30 open, 10 days on average to fulfill all requests, 68 requests were closed, and 10 requests were fulfilled outside of the average response time by the end of the period.

The Lift Station 15 bid opening is set for Monday, October 27th at 10:00 a.m.

Records Management – The Public Records Policy has been updated to clarify processes and is under internal review.

12. City Manager Report

12.1. City Manager Updates

United Way Building- City Manager Jessica Leavins informed Council that the city is looking to purchase a building that United Way is looking to vacate. The building is located behind the Bush House; she explained that we own the property but not the building. United Way is looking to recoup the cost they recently put into installing an \$8000 air conditioning system.

A brief discussion ensued concerning the purchase of the building.

Mayor JB Whitten asked for action.

Motion by Councilmember Hayes and seconded by Councilmember Bullard to approve the purchase of the United Way building.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

Lead Graduation- City Manager Jessica Leavins reminded Council that the upcoming graduation for the Crestview Lead class will be the next evening and it would be greatly appreciated if they could attend the event.

Mayor Pro Tem Capps inquired of the City Manager the state of the purchase of the Roc.

City Manager Jessica Leavins answered that she and the city attorney are outlining the terms and conditions, the target is to be in that space by the end of the year. A follow-up will be given later.

13. Comments from the Mayor and Council

Councilmember Allison showed her appreciation by thanking the city's employees who work hard to pull off the latest events. She also took time to thank the Community Developments Services employees for their response to the Council's questions and concerns.

Councilmember Bullard requested an update concerning the upcoming RFP for the RC Track and the revamping of the city website.

City Attorney Jonathan Holloway answered that the RFP for RC Track is currently taking place and that the bid opening will be in November.

City Manager Jessica Leavins gave an update to the revamping of the website noting it's a continual process.

Councilmember Bullard then inquired about an update on the speed cameras.

City Manager Jessica Leavins stated that in the next few weeks the first one at Shoal River Elementary should be up and every week following the rest should be installed.

Councilmember Hayes spoke about his experience representing the city at a District Women's Conference at the local church, First Church of God In Christ. He noted his absence from the parade but stated that he was attending a Florida League of Cities Policy meeting that was formulating items that will be presented to the legislative body in January. Mr. Hayes gave thanks to the city employees and all the work they do.

Mayor Pro Tem Capps spoke about upcoming TPO projects concerning Antioch and PJ Adams streets.

Mayor JB Whitten spoke to his experience attending the 30th Pastoral Anniversary for Pastor Parker of First Church of God In Christ. He then spoke about the Seed Library that the city library has started. Mayor Whitten noted that this is a partnership between the Crestview Garden Club and the library. He then reviewed the upcoming events for the week that coincide with "Government Week".

14. Comments from the Audience

Mr. Kenny Siler, 497 South Wilson Street of Crestview Fl, spoke on behalf of a citizen concerning the placement of vendors for the Food Truck Fridays. He gave suggestions on the placement of vendors so that all vendors can benefit from the business of the attendants.

Councilmember Frost explained the vendor sign-up process is a "first come-first serve" so vendors have to sign-up on a website for available spots.

City Manager Jessica Leavins stated that the events specialist will put information on that process for signing up for Fridays.

SGA Student Representative spoke to the Council about the volunteer partnership their organization had with the Main Street Association in assisting with the Fall Festival and that they are open to continuing that partnership.

Mayor JB Whitten stated that the Main Street Association will reach out and thanked him for speaking.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:16p.m.

Minutes approved this ___ day of ___, 2025.

JB Whitten
Mayor

Natasha Peacock, Deputy City Clerk
On behalf of Maryanne Girard, City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 11/06/2025
SUBJECT: Ordinance 2006 - Amending Chapter 18 - Businesses

BACKGROUND:

Following the increasing popularity and proliferation of participating vendors and food trucks at City special events, and considering the spirit and intent of recent changes to Chapter 509 of the Florida Statutes, staff has determined that amendments to Chapter 18 of the Code of Ordinances to be beneficial.

DISCUSSION:

Florida Statutes Chapter 509 was modified in 2020 to prevent municipalities from requiring 'a separate license, registration, or permit other than the license required under s. 509.241' or requiring 'the payment of any license, registration, or permit fee other than the fee required under s. 509.251, as a condition for the operation of a mobile food dispensing vehicle'. Though this does not explicitly prohibit municipalities from requiring payment of a business tax, it exists within a legal gray area that has yet to be challenged, to staff's knowledge. We do know that some jurisdictions, such as Okaloosa County, opted to exempt Mobile Food Dispensing Vehicles from business tax requirements in response to the statutory change. Additionally, it is clear that the spirit and intent of the statutory regulation is that 'Regulation of mobile food dispensing vehicles, and temporary commercial kitchens, involving licenses, registrations, permits, and fees is preempted to the state'.

Additionally, the Code, as written, has the potential to confound or cause additional burden to vendors, both of food and in general, that desire to take part in special events at the City. With the ongoing growth of special events taking place at the City (Food Truck Friday, various markets, and other holiday- and seasonal-events), staff has determined that this code, as written, may cause an additional burden on businesses that do not have an existing location within the City of Crestview, and has proven to cause confusion as it pertains to businesses located outside of the City Limits, and even outside of the County and State, that desire to participate in permitted special events. Consequently, operating under the code as currently written risks hampering the operational efficiency of staff, resulting in delays that may affect all businesses.

Upon discussion with council at the previous meeting, staff has made additional amendments pertaining to the operational requirements of mobile and stationary food dispensing vehicles. Staff did discuss the current code and proposed amendments with a local food truck owner, and they were received favorably.

The amendment being proposed herein exempts mobile food dispensing vehicles from being required to have a business tax receipt, as well as vendors operating at permitted special events. It provides operational exemptions for mobile food dispensing vehicles at special events (pertaining to placement and utility connection regulations), but keeps all operational and regulations for mobile food dispensing vehicles operating outside of permitted special events, to maintain public health and safety requirements.

Additional amendments remove the regulations regarding lighting nuisance, clarifies the regulations regarding

noise nuisance to provide an exception for operational noise (such as generators), revises the hours of operation to match the hours that alcohol is allowed to be sold within the City (to allow for food truck operation as an accessory to businesses such as breweries and taprooms), and provides an allowance for signage within 10 feet of the food truck and does not violate any other requirement (such as vehicular or pedestrian safety).

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This amendment is anticipated to have a neutral financial impact. The revenues not earned through the business tax receipt program are expected to be recouped through special event vendor registration fees.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 2006 on second reading, and send to the Mayor for signature.

Attachments

1. Ordinance 2006 - Food trucks

ORDINANCE: 2006

ORDINANCE 2006

AN ORDINANCE AMENDING CHAPTER 18 - BUSINESSES OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; 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.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING SECTION 18-8, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Section 18-8 of the City of Crestview Code of Ordinances is hereby amended as follows:

Sec. 18-8 – Exemptions.

~~All persons, organizations, or entities specified as exempt in F.S. ch. 205 are hereby exempt from the provisions of this chapter to the extent provided in F.S. ch. 205.~~

Certain persons, organization and entities are exempt from being assessed a business tax receipt, as follows:

- a. Mobile food dispensing vehicles, as defined in Sec. 18-13.
- b. Persons, organizations and entities when operating at permitted special events.
- c. All persons, organizations, or entities specified as exempt in F.S. ch. 205 are hereby exempt from the provisions of this chapter to the extent provided in F.S. ch. 205.

SECTION 3 – AMENDING SECTION 18-13, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Section 18-13 of the City of Crestview Code of Ordinances is hereby amended as follows:

Sec. 18-13 – Mobile food dispensing vehicles.

- a. For the purposes of this section, a mobile food dispensing vehicle (MFDV) is defined as any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
- b. The owner or operator of an MFDV shall obtain any applicable state or county licenses, permits, or registrations, with such licenses, permits or registrations being ~~provided with application for business tax receipt, and~~ displayed in plain view on or in the vehicle.
- e. ~~The owner or operator of an MFDV shall obtain a city business tax receipt, with such receipt being displayed in plain view on or in the vehicle.~~

- d. The owner or operator of an MFDV shall obtain written permission from any property owner where operation occurs. Such written permission must be kept in the vehicle for inspection, if necessary.
- e. In any case, MFDVs shall not:
 1. Operate on any public property, unless in accordance with a permitted special event.
 2. Operate on any private property that is not zoned for commercial use.
 3. Operate on any private property that is vacant, unimproved, or undeveloped, unless in accordance with a permitted special event.
 4. Operate on any property where code uncorrected violations exist.
 5. Connect to any external utilities, unless in accordance with a permitted special event.
 6. Operate between ~~10:00~~4:00 p.m. and 7:00 a.m. unless in accordance with a permitted special event.
 7. Dispense alcohol, unless in accordance with a permitted special event.
 8. Dispense food to customers in a moving vehicle or engage in drive-up sales.
 9. Create or cause nuisance factors, including, but not limited to:
 - i. ~~Flashing or animated lights or visual glare;~~
 - ii. Amplified music or sound, or other loud noises, except for noise typically associated with the operation of such MFDV;
 - iii. Excessive fumes, smoke, or other environmental hazards;
 - iv. Vehicular or pedestrian hazards.
 10. Discharge or unload from the vehicle any waste substances such as fat, oil, or grease. All such substances shall be taken from the vehicle when it leaves the subject property.
 11. Violate any ordinances pertaining to solid waste disposal.
 12. Park within any vehicular or pedestrian travel way, unless in accordance with a permitted special event.

13. Encumber parking spaces on a site required for the principal use, unless in accordance with a permitted special event.
14. Obstruct any fire lanes, fire hydrants, drainage systems or landscape buffers, unless in accordance with a permitted special event.
15. Obstruct visibility from any adjacent driveways or street intersections, unless in accordance with a permitted special event.
16. Include external dining areas unless in accordance with a permitted special event.
17. Be allowed any signage except that which is permanently affixed to the vehicle or is located within 10 feet of the vehicle and does not violate any other provision of this section.

SECTION 4 – AMENDING SECTION 18-14, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Section 18-14 of the City of Crestview Code of Ordinances is hereby amended as follows:

Sec. 18-14. Stationary food dispensing vehicles.

- a. For the purposes of this section, the term "stationary food dispensing vehicle (SFDV)" is defined as any vehicle that is a public food service establishment that may be self-propelled or otherwise movable from place to place and that connects to external utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
- b. The owner or operator of an SFDV shall obtain any applicable state or county licenses, permits, or registrations, with such licenses, permits or registrations being provided with application for business tax receipt, and displayed in plain view on or in the vehicle.
- c. The owner or operator of an SFDV shall obtain a city business tax receipt, with such receipt being displayed in plain view on or in the vehicle.
- d. The owner or operator of an SFDV shall obtain written permission from the property owner where operation will occur, such written permission being provided with application for business tax receipt.
- e. The owner or operator of an SFDV shall provide a site plan along with application for business tax receipt. Site plan will be reviewed for compliance with the city's Land Development Code, City of Crestview Engineering Standards Manual, Florida Building Code and any life safety codes, as applicable. Site plan must include, at a minimum, the following information:
 - a. The location of all existing and proposed structures on site.
 - b. Dimensions from proposed SFDV to adjacent property lines.

c. Locations of any included accessory structures or facilities, including, but not limited to, portable toilets, tables, tents, temporary power poles, etc.

~~e.d.~~ Location of proposed signage.

~~d.e.~~ Proposed utility connections.

~~e.f.~~ Means of ingress, egress, and traffic flow for vehicular and pedestrian traffic.

~~f.g.~~ Any additional information necessary to portray the property and proposed use.

f. In any case, SFDVs shall not:

a. Operate on any public property, unless in accordance with a permitted special event.

b. Operate on any private property that is not zoned for commercial use.

c. Operate on any private property that is vacant, unimproved, or undeveloped.

d. Operate on any property where uncorrected Code violations exist.

e. Operate between ~~10:00 p.m.~~ 4:00 a.m. and 7:00 a.m. unless in accordance with a permitted special event.

f. Dispense alcohol, unless in accordance with a permitted special event.

g. Create or cause nuisance factors, including, but not limited to:

~~i.~~ Flashing or animated lights or visual glare.

~~ii.i.~~ Amplified music or sound, or other loud noises, except for noise typically associated with the operation of such SFDV.

~~iii.ii.~~ Excessive fumes, smoke, or other environmental hazards.

~~iv.iii.~~ Vehicular or pedestrian hazards.

h. Discharge or unload from the vehicle any waste substances such as fat, oil, or grease. All such substances shall be taken from the vehicle when it leaves the subject property.

i. Violate any ordinances regarding solid waste disposal.

j. Park within any vehicular or pedestrian travel way.

k. Encumber parking spaces on a site required for the principal use.

- l. Obstruct any fire lanes, fire hydrants, drainage systems or landscape buffers.
- m. Obstruct visibility from any adjacent driveways or street intersections.
- n. Include external dining areas unless in accordance with a permitted special event.
- o. Be allowed any signage except that which is permanently affixed to the vehicle or is located within 10 feet of the vehicle and does not violate any other provision of this section.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 10th day of November, 2025.

ATTEST:

Maryanne Girard
City Clerk

Approved by me this 10th day of November, 2025.

J. B. Whitten
Mayor



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 11/06/2025
SUBJECT: Ordinance 2013 Photography

BACKGROUND:

Upon recent discussion regarding the Photography Request for Proposals, staff has worked to consider alternative methods for photography services that are offered on public property, specifically regarding youth sports, but that can also be applied generally.

DISCUSSION:

Following previous discussion, staff observed how other jurisdictions handle similar photography processes. The attached ordinance provides for the creation of a production permit, which would apply to any commercial taking off still or motion pictures on City property, which would include our parks, community center areas, and streets.

The proposed ordinance contains the application requirements for the permit, provides for a permit duration of 90 days and provides for specific terms and conditions to be applied to a permit upon issuance, dependent on the scope and nature of the production.

With regard to youth sports photography specifically, this ordinance and the permit that it enacts, would allow for each individual team to decide which photographer they would like to utilize. The responsibility of applying for the permit would fall on the photographer. Once the permit is issued, the photographer would be permitted to operate within the requested areas/places for a period of 90 days.

In a general sense, this permit would also apply to film or television productions that propose to utilize City parks, facilities or streets.

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.

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

Community Character- Promote desirable growth with a hometown atmosphere

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This ordinance will have a minimal financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 2013 on second reading and send to the mayor for signature.

Attachments

1. Ordinance 2013 - Photography Permit-1

ORDINANCE: 2013

ORDINANCE 2013

AN ORDINANCE AMENDING CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; 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.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CITY OF CRESTVIEW CODE OF ORDINANCES. Chapter 54 of the City of Crestview Code of Ordinances is hereby amended with the addition of Section 54-9, as follows:

Sec. 54-9 – Motion and Still Photography Production Permits.

- a. Purpose. The purpose of this section is to establish a permitting process for motion picture and still photography on public property owned or controlled by or under jurisdiction of the city, in recognition of the economic impact of the photography, motion picture and television industry.
- b. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

City equipment means any tangible property, other than real property, purchased by public funds and utilized in the normal course and scope of providing governmental service by the city.

City manager means the city manager or designee.

Production means the commercial taking or making of a motion picture, television, videotape, or still photographic production.

Production permit (also referred to herein as permit) means the permit required by this section.

- c. City manager. The city manager is hereby authorized to act as the agent for the city in the receipt and processing of applications for production permits. After review and approval by the applicable city department(s) and final approval by the city manager, the permit shall be issued.
- d. Permit Required; suspension and/or revocation; violation.
 1. No person shall advertise, engage in, participate in, and/or start any motion or still photography production on or upon any city facility or utilizing city equipment unless a production permit is first obtained pursuant to Section 54-9. Violation of this section shall be punishable as provided for by law.
 2. Failure to comply with the terms and conditions of the production permit once issued shall be grounds for immediate suspension of the production until such time as the noncompliance is remedied. The

suspension shall be communicated by a written suspension order. Continued failure to comply with the terms and conditions of the production permit may result in revocation of the permit at the discretion of the city manager. Continuation of the production in violation of the suspension and/or revocation shall be punishable as provided by law.

e. Application for permit.

1. Any person seeking the issuance of a production permit shall file an application with, and on forms provided by, the city prior to commencement of production. The application shall be signed by an authorized representative of the applicant.
2. The application shall contain the following information:
 - i. Location(s) of the production.
 - ii. Duration and type of production.
 - iii. Proof of liability insurance coverage with the city named as an additional insured as commensurate with the scope of the production.
 - iv. Special effects to be utilized, especially incendiary or explosive devices. In addition, the application shall list the person in charge (pyrotechnician) of such special effects together with his/her qualifications and licensure by the applicable federal and/or state agencies.
 - v. Proposed utilization of city equipment.
 - vi. Necessity for closures of public streets and sidewalks and duration therefor.
 - vii. A written summary or explanation of the portion of the production to be shot within unincorporated areas of the city.
 - viii. Number and type of vehicles and/or equipment and number of personnel to be on location with the production.
 - ix. An agreement to pay for extraordinary services provided by the city.
 - x. The applicant for a production permit shall, at the time of application, furnish proof that the applicant carries workers' compensation insurance for applicant's employees as provided by the laws of the state. The applicant shall file with the city manager, a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate issued by an insurance carrier authorized to transact business in the state for the benefit of the city as an additional insured, as evidence of the ability to respond for damages which may result from or

be attributable to the production. The insurance policy shall be approved by the city manager.

- f. Permit duration. The maximum duration of a production permit is ninety (90) calendar days.
- g. Permit Terms and Conditions. Any production permit issued under this section may include specific terms and conditions dependent on the character, nature and scope of the proposed production. Such terms and conditions shall be established by the city manager.
- h. Nonexemption from other city Code requirements. Nothing herein contained shall be construed to exempt any holder of a production permit from any other required licenses, permits or other required authority or from any other provision of the city's Code of Ordinances.
- i. Cost for extraordinary services. The City shall recover its cost for extraordinary services rendered in connection with a production. Such costs shall include, but not be limited to, charges for personnel and/or equipment committed in support of the production which are outside the normal scope of government services, and an allocable share of the city's overhead costs will be applied to the direct charges for personnel, equipment and other direct costs incurred by the city. Based on the information contained in the permit application, an estimate of these costs shall be provided to the applicant prior to issuance of the permit. The applicant agrees to pay the city in advance for any services provided by the city. The city will provide coordination and advise the applicant of estimated costs.

SECTION 3 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4 – 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 5 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 10th day of November, 2025.

ATTEST:

Maryanne Girard
City Clerk

Approved by me this 10th day of November, 2025.

J. B. Whitten
Mayor



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations
DATE: 11/06/2025
SUBJECT: Resolution 2026-3 - FDOT State-Funded Grant Agreement for Redstone Avenue Pedestrian Safety Improvements

BACKGROUND:

In 2024, the City of Crestview submitted a request for state appropriations funding through the Florida Department of Transportation (FDOT) for the Redstone Avenue Pedestrian Safety Improvements Project and was subsequently awarded \$350,000 under FDOT State-Funded Grant Agreement FPID 457060-1-54-01. The project is intended to enhance pedestrian and vehicular safety, improve access to the North Okaloosa Medical Center, and support overall traffic flow along Redstone Avenue.

DISCUSSION:

The purpose of this agenda item is to provide the Florida Department of Transportation (FDOT) with a City Council resolution accepting and authorizing the use of FDOT funding toward the East Redstone Avenue Improvements Project. FDOT is contributing \$350,000 through a state transportation grant to support the realignment of Redstone Avenue at its intersection with Brookmeade Drive, improving access to the North Okaloosa Medical Center. The project scope also includes the construction of ADA-compliant sidewalks, ribbon curb, and landscaping with sod for erosion control along the East Redstone Avenue right-of-way. The grant agreement has an end date of October 31, 2026.

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 at this time. The total grant award is \$350,000 from FDOT, funded through the State Appropriations (Specific Appropriations 1871A – Local Transportation Project). All eligible project expenses will be reimbursed by FDOT in accordance with the approved Grant Work Plan.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution No. 2026-03 and authorize the Mayor of the City of Crestview to execute the State-Funded Grant Agreement (FPN 457060-1-54-01) with the Florida Department of Transportation for the Redstone Avenue Pedestrian Safety Improvements project.

Attachments

1. Redstone Avenue Pedestrian Safety Grant Agreement
2. Resolution 2026-03 State Funded Grant Agreement Redstone Ave Pedestrian Safety Improvements - Final

RESOLUTION: 2026- 3

**A RESOLUTION OF THE CITY COUNCIL OF CRESTVIEW,
FLORIDA, TO APPROVE A STATE-FUNDED GRANT AGREEMENT
WITH FLORIDA DEPARTMENT OF TRANSPORTATION AND
AUTHORIZING THE MAYOR OF THE CITY OF CRESTVIEW TO
EXECUTE THE GRANT AGREEMENT**

WHEREAS, Specific Appropriation 2069A of Chapter 2024-231, Laws of Florida was approved by the Florida legislature and Governor DeSantis, for the City of Crestview Redstone Avenue Pedestrian Safety Improvements (the “Project”); and

WHEREAS, the Florida Department of Transportation provided to the City a State-Funded Grant Agreement (the “Agreement”) to provide for the Department’s participation in the Project; and

WHEREAS, it is in the City’s best interest to enter into the Agreement for the Project to receive appropriated monies designated for use on the Project; and

WHEREAS, the City must, by resolution, authorize its officers to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, as follows:

1. The above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.
2. The City Council does hereby authorize the Mayor of the City of Crestview, Florida, to execute the Agreement and, together with the City Manager (or their designee), to serve as the City’s representative for all project-related communications, negotiations, and decision-making. The Mayor and/or City Manager (or their designee) are further authorized to execute such additional documents as may be necessary to carry out the objectives of the Agreement.

ADOPTED this 10th day of November 2025.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

By Mayor, JB Whitten

By Maryanne Girard, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

FPN: <u>457060-1-54-01</u>	Fund: <u>EM26</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>57-Okaloosa</u>	Contract No: _____	Vendor No: <u>F596000295001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Crestview, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Specific Appropriations 1871A of Chapter 2025-198 , Local Transportation Project , ALN 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in REDSTONE AVENUE PEDESTRIAN SAFETY IMPROVEMENTS, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$3,017,241.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$350,000.00 and, additionally the Department's participation in the Project shall not exceed 11.60% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

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performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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STATE-FUNDED GRANT AGREEMENT

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Crestview

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: *JB Whitten*
Name: *JB Whitten*
Title: *JB Whitten Mayor*

By: _____
Name: Rodney Chamberlain, P.E.
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 457060-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Crestview (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.800

PROJECT DESCRIPTION: This project is for the construction and CEI of the Redstone Avenue Pedestrian Safety Improvements. The project will consist of realigning Redstone Avenue at the intersection with Brookmeade Drive to provide improved access to the North Okaloosa Medical Center, constructing ADA-compliant sidewalks, ribbon curb, and landscaping with sod for erosion control. All work will be completed within the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 10/31/2026 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

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- b) Design to be completed by .
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SPECIAL CONSIDERATIONS BY DEPARTMENT:

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Crestview, PO Box 1209, Crestview, FL 32536		FINANCIAL PROJECT NUMBER: 457060-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (REDSTONE AVENUE PEDESTRIAN SAFETY IMPROVEMENTS)	\$3,017,241.00	\$2,667,241.00	\$350,000.00	☐ In-Kind ☐ Cash
FY: 2026	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$3,017,241.00 100.00%	\$2,667,241.00 88.40%	\$350,000.00 11.60%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$3,017,241.00	\$2,667,241.00	\$350,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Crestview

PROJECT DESCRIPTION: REDSTONE AVENUE PEDESTRIAN SAFETY IMPROVEMENTS

FPID#: 457060-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of ____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

**State Project Title
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Project, ALN 55.039

***Award Amount:** \$350,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. 2026 - 03

**A RESOLUTION OF THE CITY COUNCIL OF
CRESTVIEW, FLORIDA, TO APPROVE A STATE-
FUNDED GRANT AGREEMENT WITH FLORIDA
DEPARTMENT OF TRANSPORTATION AND
AUTHORIZING THE MAYOR OF THE CITY OF
CRESTVIEW TO EXECUTE THE GRANT AGREEMENT**

WHEREAS, Specific Appropriation 2069A of Chapter 2024-231, Laws of Florida was approved by the Florida legislature and Governor DeSantis, for the City of Crestview Redstone Avenue Pedestrian Safety Improvements (the “Project”); and

WHEREAS, the Florida Department of Transportation provided to the City a State-Funded Grant Agreement (the “Agreement”) to provide for the Department’s participation in the Project; and

WHEREAS, it is in the City’s best interest to enter into the Agreement for the Project to receive appropriated monies designated for use on the Project; and

WHEREAS, the City must, by resolution, authorize its officers to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, as follows:

1. The above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.
2. The City Council does hereby authorize the Mayor of the City of Crestview, Florida, to execute the Agreement and, together with the City Manager (or their designee), to serve as the City’s representative for all project-related communications, negotiations, and decision-making. The Mayor and/or City Manager (or their designee) are further authorized to execute such additional documents as may be necessary to carry out the objectives of the Agreement.

ADOPTED this 10th day of November 2025.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

By Mayor, JB Whitten

By Maryanne Girard, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations
DATE: 11/06/2025
SUBJECT: Resolution 2026 - 4 FDOT State Funded Grant Agreement for - SR 85 N Ferdon Blvd. at Garden Street Signal Upgrade

BACKGROUND:

The City of Crestview has been awarded \$300,000 in state funding through the Florida Department of Transportation (FDOT) under Specific Appropriations 1871A of Chapter 2025-198, designated as a Local Transportation Project (ALN 55.039).

This grant supports the SR 85 N Ferdon Blvd at Garden Street Signal Upgrade, which will convert the existing three-leg intersection into a four-way signalized intersection and extend Garden Street eastward to Industrial Drive. The project includes pedestrian safety improvements and stormwater management enhancements within the existing right-of-way.

This work builds upon prior engineering services performed by Panhandle Engineering & Construction Services (PECS), which provided the original intersection and signalization design. An amended scope has been developed to incorporate updated traffic analysis, survey data, and FDOT permitting requirements.

DISCUSSION:

The FDOT agreement provides a 50/50 funding partnership between the Department and the City, with a total estimated project cost of \$600,000, of which \$300,000 will be reimbursed by FDOT upon completion of eligible deliverables.

Project components include:

- Signal upgrade and intersection expansion from 3-leg to 4-leg configuration
- Extension of Garden Street to Industrial Drive
- Drainage and stormwater system improvements
- Construction Engineering and Inspection (CEI) services
- Pedestrian safety enhancements and lighting

Per the amended PECS scope, new services will include a Traffic Engineering Study, Utility Exploration (SUE), Lighting design, and FDOT connection permit coordination. A pre-application meeting with the Northwest Florida Water Management District will be held to confirm stormwater compliance requirements.

The FDOT agreement requires project completion by October 31, 2027, with all reimbursements contingent on adherence to state invoicing and reporting requirements.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The total estimated cost of the SR 85 at Garden Street Signal Upgrade Project is \$600,000, with FDOT and the City each contributing 50 percent (\$300,000 each). FDOT funds will be provided through reimbursement upon submission and approval of eligible project deliverables. The City's portion will be covered through capital expenses account 001-1141-541-63-00 using existing or planned capital improvement allocations. No financial action is required at this time, as this agreement establishes the framework for future reimbursement and cost-sharing between the City and FDOT.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution No. 2026-04 and authorize the Mayor of the City of Crestview to execute the State-Funded Grant Agreement (FPN 457091-1-54-01) with the Florida Department of Transportation for the SR 85 at Garden Street Signal Upgrade Project.

Attachments

1. 457091-01_SR85 at Graden St-GAA-DRAFT
2. Resolution 2026-04 State Funded Grant Agreement SR 85 N Ferdon Blvd at Garden Street Signal Upgrade - Final

RESOLUTION: 2026- 4

**A RESOLUTION OF THE CITY COUNCIL OF CRESTVIEW,
FLORIDA, TO APPROVE A STATE-FUNDED GRANT AGREEMENT
WITH FLORIDA DEPARTMENT OF TRANSPORTATION AND
AUTHORIZING THE MAYOR OF THE CITY OF CRESTVIEW TO
EXECUTE THE GRANT AGREEMENT**

WHEREAS, Specific Appropriation 2069A of Chapter 2024-231, Laws of Florida was approved by the Florida legislature and Governor DeSantis, for the City of Crestview SR 85 N Ferdon Blvd at Garden Street Signal Upgrade (the “Project”); and

WHEREAS, the Florida Department of Transportation provided to the City a State-Funded Grant Agreement (the “Agreement”) to provide for the Department’s participation in the Project; and

WHEREAS, it is in the City’s best interest to enter into the Agreement for the Project to receive appropriated monies designated for use on the Project; and

WHEREAS, the City must, by resolution, authorize its officers to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, as follows:

1. The above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.
2. The City Council does hereby authorize the Mayor of the City of Crestview, Florida, to execute the Agreement and, together with the City Manager (or their designee), to serve as the City’s representative for all project-related communications, negotiations, and decision-making. The Mayor and/or City Manager (or their designee) are further authorized to execute such additional documents as may be necessary to carry out the objectives of the Agreement.

ADOPTED this 10th day of November 2025.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

By Mayor, JB Whitten

By Maryanne Girard, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
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FPN: <u>457091-1-54-01</u>	Fund: <u>EM26</u>	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>57-Okaloosa</u>	Contract No: _____	Vendor No: <u>F596000295001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Crestview, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Specific Appropriations 1871A of Chapter 2025-198 , Local Transportation Project , ALN 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SR 85 N FERDON BLVD AT GARDEN STREET SIGNAL UPGRADE, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 10/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$600,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000.00 and, additionally the Department's participation in the Project shall not exceed 50.00% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Crestview

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Rodney Chamberlain, P.E
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 457091-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Crestview (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.010

PROJECT DESCRIPTION: This project is for the construction and CEI of SR 85 N Ferdon Blvd at Garden Street Signal Upgrade. The project consists of upgrading the signal from a three-way signalized intersection to a four-way signal, extending Garden Street from SR 85 to Industrial Drive, providing pedestrian safety improvements, and stormwater management improvements.

The City will need to ensure an engineering study is completed to determine the need for NBRT and coordination of permitting with the FDOT Ponce de Leon Operations Center. Project will be constructed within the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook), to include the most recent Build America Buy America (BABA) requirements.

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000), to include the most recent Build America Buy America (BABA) requirements. Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard

Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 10/31/2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Crestview, PO Box 1209, Crestview, FL 32536		FINANCIAL PROJECT NUMBER: 457091-1-54-01		
PHASE OF WORK by Fiscal Year:	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44 Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 Maximum Department Participation FY: 2026 (Local Transportation Project)	\$600,000.00	\$300,000.00	\$300,000.00	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost	\$600,000.00 100.00%	\$300,000.00 50.00%	\$300,000.00 50.00%	
Construction Engineering and Inspection - Phase 64 Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : ()) Maximum Department Participation FY: () (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY: () Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total () Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT	\$600,000.00	\$300,000.00	\$300,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Crestview

PROJECT DESCRIPTION: SR 85 N FERDON BLVD AT GARDEN STREET SIGNAL UPGRADE

FPID#: 457091-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

**State Project Title
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Project, ALN 55.039

***Award Amount:** \$300,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. 2026 - 04

**A RESOLUTION OF THE CITY COUNCIL OF
CRESTVIEW, FLORIDA, TO APPROVE A STATE-
FUNDED GRANT AGREEMENT WITH FLORIDA
DEPARTMENT OF TRANSPORTATION AND
AUTHORIZING THE MAYOR OF THE CITY OF
CRESTVIEW TO EXECUTE THE GRANT AGREEMENT**

WHEREAS, Specific Appropriation 2069A of Chapter 2024-231, Laws of Florida was approved by the Florida legislature and Governor DeSantis, for the City of Crestview SR 85 N Ferdon Blvd at Garden Street Signal Upgrade (the “Project”); and

WHEREAS, the Florida Department of Transportation provided to the City a State-Funded Grant Agreement (the “Agreement”) to provide for the Department’s participation in the Project; and

WHEREAS, it is in the City’s best interest to enter into the Agreement for the Project to receive appropriated monies designated for use on the Project; and

WHEREAS, the City must, by resolution, authorize its officers to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, as follows:

1. The above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.
2. The City Council does hereby authorize the Mayor of the City of Crestview, Florida, to execute the Agreement and, together with the City Manager (or their designee), to serve as the City’s representative for all project-related communications, negotiations, and decision-making. The Mayor and/or City Manager (or their designee) are further authorized to execute such additional documents as may be necessary to carry out the objectives of the Agreement.

ADOPTED this 10th day of November 2025.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

By Mayor, JB Whitten

By Maryanne Girard, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: TeNesha Napoleon, HR Manager
DATE: 11/06/2025
SUBJECT: City Clerk Annual Performance Evaluation

BACKGROUND:

In 2021, the City Clerk position transitioned from an elected position to an appointed position. Ms. Maryanne Girard was appointed by the City Council on November 15, 2021. In accordance with the employment contract, the City Clerk receives an annual evaluation within 30 days of the date of hire

The City of Crestview has established a procedure for employee evaluations based on our core values. The City of Crestview adopted its core values, Teamwork, Respect, Adaptability, Communication, and Knowledge (TRACK) in January of 2020. Later that year we developed an employee evaluation system based on these values and fully implemented these evaluations along with merit-based pay increases in October 2021. For the 25/26 fiscal year, general employees received a 2% cost of living increase, effective 10/1/2025. Furthermore, general employees have the potential to receive up to 4.5% on their anniversary date based on their evaluation score.

- Council members were provided evaluation forms on October 29, 2025.
- The original Performance Improvement Plan (PIP) was June 23, 2025.
- A review of the Performance Improvement Plan was conducted on October 31, 2025.
- A self-evaluation was completed by the City Clerk and provided to the council on November 3rd, 2025.

DISCUSSION:

A review of the City Clerk's June 2025 performance improvement plan was discussed during the October 27th, 2025 City Council meeting. Staff met with council members individually the week of October 31st, 2025 to discuss the possible extension of this plan and progress review. A synopsis of these meetings is attached.

Councilmember's reviews are attached with an average score of 2.01. This item is for the council's discussion for employee evaluation purposes.

GOALS & OBJECTIVES

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

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

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

FINANCIAL IMPACT

The financial impact of any potential salary increase is included in the FY26 budget.

RECOMMENDED ACTION

Staff respectfully requests the City Council discuss and vote on the City Clerks performance and the Performance Improvement Plan (PIP).

Attachments

1. PIP extension- Nov 2025
2. Original Performance Improvement Plan- June 2025
3. Clerk Performance Review



CRESTVIEW ADMINISTRATIVE SERVICES

198 Wilson Street N, P.O. Box 1209, Crestview, FL. 32536
850.682.1560 | HR@cityofcrestview.org

Performance Improvement Plan (PIP)

Extension and Follow-up

Employee Name: Maryanne Girard

Meeting Date: 11/10/2025 **Dept:** City Clerk

Supervisor Name: City Council

Specific examples of current performance under review post 90-Day PIP:

- Focus on deflection rather than solutions when problems are identified.
- Continues to provide inaccurate information to the Council and the public regarding dates and times without prior validation, such as for Employee Day and the Homecoming Parade.
- Lack of collaboration or follow-up with Council and senior leadership regarding budget critical changes for prospective public records program, JustFOIA.
- Resistant to feedback from the council and colleagues.
- A Council member has requested to be included in all public records requests, but compliance with this request has been inconsistent.
- Insufficient follow-up or escalation concerning IT issues in a timely manner.

Progression Status:

- Has worked with NextRequest to resolve some invoicing issues.
- Some Council Members commend her for continuing education and certifications; while other council members want to see more application of leadership training as the City is incurring additional costs.
- Improved calendar invites amongst Council, though not consistent.

Improvement Plan



CRESTVIEW ADMINISTRATIVE SERVICES

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Performance Improvement Plan (PIP)

Employee Name: _Maryanne Girard_____

Meeting Date: June 23, 2025 **Dept:** __City Clerk_____

Supervisor Name: City Council

Specific examples of current performance under review:

Records released without authorization
Tone when communicating with residents
Damaged public trust
Issues with the calendar
Meetings are not being noticed properly
Conflicts with city events
Last-minute changes
Lack of coordination with other departments
Sunshine concerns: forwarding correspondence
Defensiveness when concerns are raised or suggestions made
Resistant to feedback, failure to accept ownership
Lack of proactive thinking
Overcommunicating mundane issues

Improvement Plan

In the next 90 days the City Clerk will attend a Florida Association of City Clerks training to include sessions on public records requests, communicating with the public, and related professional techniques.

City of Crestview City Clerk's Annual Review 2025

Evaluator Name	Adaptability	Communication	Knowledge	Respect	Teamwork	Overall Score
Shannon Hayes	2.50	2.50	2.25	2.50	2.25	2.40
Doug Capps	1.00	1.50	1.50	1.75	1.00	1.35
Darice Allison	2.50	2.50	2.75	2.25	2.25	2.45
Ryan Bullard	1.25	1.00	1.50	2.00	1.00	1.35
Brandon Frost	2.25	2.00	2.75	3.00	2.50	2.50
Average Scoring						2.01

City of Crestview City Clerk's Annual Review 2025

Evaluator Name	Adaptability	Communication	Knowledge	Respect	Teamwork	Overall Score
Shannon Hayes	2.50	2.50	2.25	2.50	2.25	
Doug Capps	1.00	1.50	1.50	1.75	1.00	
Darice Allison	2.50	2.50	2.75	2.25	2.25	
Ryan Bullard	1.25	1.00	1.50	2.00	1.00	
Brandon Frost	2.25	2.00	2.75	3.00	2.50	
Average Scoring	1.90	1.90	2.15	2.30	1.80	2.01

Performance Review

Employee Name: Maryanne Girard Date: _____
Job Title: City Clerk Department: City Clerk's Office
Evaluator Name: Shannon Hayes Date of Hire: 11/15/2021
Performance Review Period: 11/15/24-11/14/25

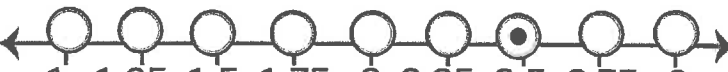
Employee Instructions:

Please complete and return this evaluation and return to Human Resources by 11/7/2025.

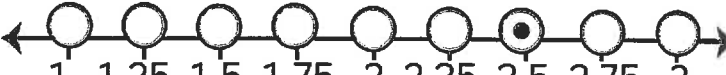
Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meetings expectations, and 3 - exceeds expectations.

Competencies

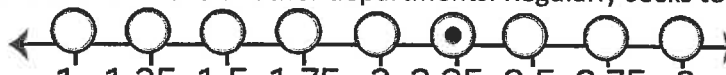
Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 
Comments:

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments: 

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

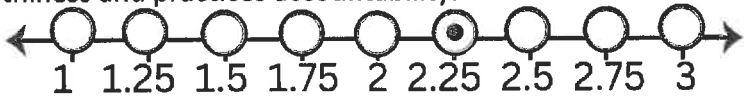
Comments: 

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.



Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Recommendations and additional comments:

Maintain current duties as she is presently doing at this time.

Performance Review

Employee Name: Maryanne Girard

Date: _____

Job Title: City Clerk

Department: City Clerk's Office

Evaluator Name: Doug Capps

Date of Hire: 11/15/2021

Performance Review Period: 11/15/24-11/14/25

Employee Instructions:

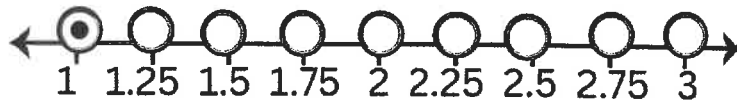
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Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

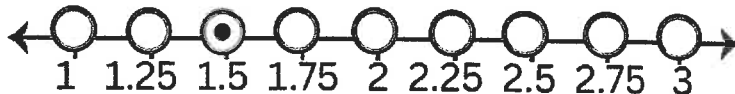
Willingness to try new methods.



Comments:

The Clerk often struggles to adjust to new processes, technology, or changes in city operations. A more proactive and flexible approach is needed to meet evolving municipal needs and support city initiatives effectively. Accept responsibility for all assigned tasks, decisions, and outcomes, regardless of challenges encountered, specifically where IT is involved, there have been many issues (emails, calendars, etc) in this area.

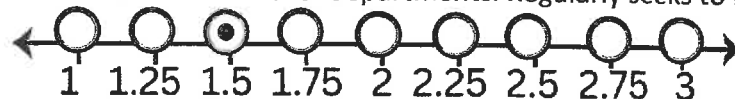
Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.



Comments:

Generally, the City Clerk communicates courteously with staff, elected officials, and the public. Written and verbal communication are generally professional. However, the clerk has spent the latter portion of the reporting period on a Performance Improvement Plan (PIP) for a number of items, to include, her tone communicating with the public and a damaged public trust. There are also times that her communication lacks clarity or consistency, leading to confusion.

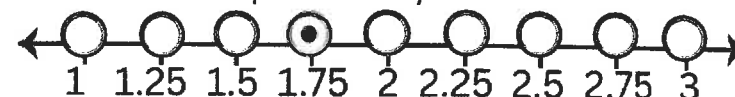
Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.



Comments:

There are noticeable gaps in understanding the Office 365 software platform, city procedures, and administrative best practices. The Clerk has been on a PIP due these gaps, to include, records being released without authorization, meetings not being noticed properly, and calendar issues/conflicts with city events. All of these are basic functions of the Clerk's Office.

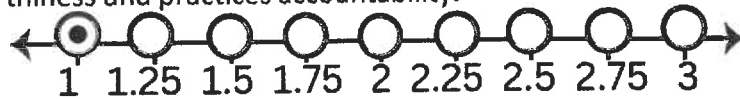
Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.



The Clerk treats others with courtesy and maintains a respectful demeanor when communicating directly with her. However, her actions when deflecting, shows a lack of respect for other team members, as she tends to attribute performance issues to other staff or departments instead of identifying personal improvement opportunities.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Collaboration with colleagues and other departments is inconsistent. Lack of coordination with other departments was a key item in her PIP. The Clerk needs to demonstrate greater cooperation and shared problem-solving rather than working in isolation or resistance to feedback. An executive-level employee who consistently blames frontline employees.

Recommendations and additional comments:

The City Clerk’s overall performance falls below expectations, mainly due to deficiencies in leadership, adaptability, and accountability. Her own self evaluation, including 25 pages of documents, leading up to this review is excessive. This, in itself, comes across as defiant and deflective of the issues that have been brought to her attention, highlighting the opinion that she is taking no responsibility.

Teamwork issues also persist, as her office continues to operate in a silo, something that has not improved throughout the year, despite being on last year’s review. These issues have a significant impact on the effectiveness and credibility of the Clerk’s Office.

There is a pattern of deflecting responsibility rather than taking ownership of errors or performance issues. She continues to take ZERO ownership of her shortcomings, which have been outlined for her. A stronger sense of accountability, initiative, and decision-making is essential to lead the office effectively.

The Clerk has not exhibited the leadership qualities expected of the position.

I’m of the opinion that the Clerk should be terminated, rather than another performance review. We (council) are affording her an opportunity, not shown to front line employees, by extending her Performance Improvement Plan.

If the Clerk is not going to be replaced, meaningful improvement needs to occur in short order, to ensure the City’s administrative functions are carried out with competence and reliability.

Performance Review

Employee Name: Maryanne Girard Date: 11/6/2025
Job Title: City Clerk Department: City Clerk's Office
Evaluator Name: Darice Allison Date of Hire: 11/15/2021
Performance Review Period: 11/15/24-11/14/25

Employee Instructions:

Please complete and return this evaluation and return to Human Resources by 11/7/2025.

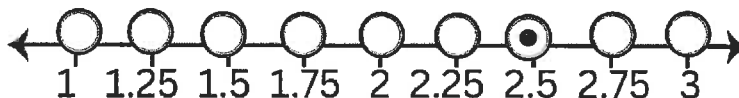
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Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

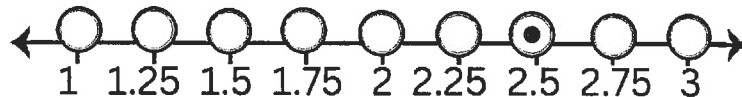
Willingness to try new methods.

Comments:



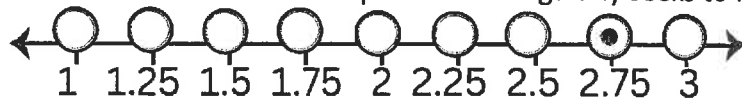
Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments:

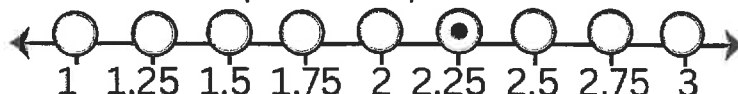


Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

Comments:

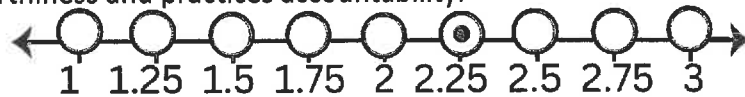


Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.



Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Recommendations and additional comments:

Once again at the meeting she didn't accept responsibility: however, she chose to lead with education and training.

Furthermore, one of the good traits of a leader is accepting responsibility and not placing blame elsewhere.

Performance Review

Employee Name: Maryanne Girard Date: _____
Job Title: City Clerk Department: City Clerk's Office
Evaluator Name: Ryan Bullard Date of Hire: 11/15/2021
Performance Review Period: 11/15/24-11/14/25

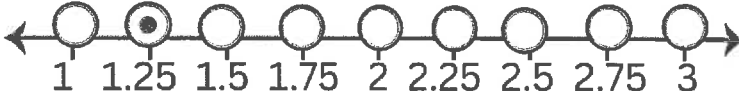
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Competencies

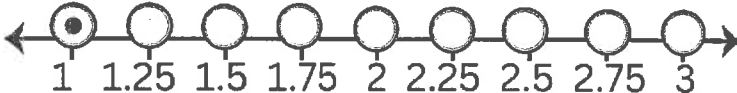
Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 

Comments:

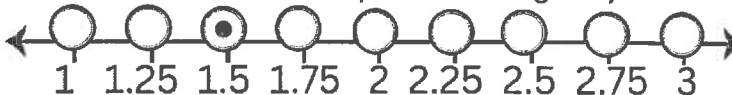
This is an ongoing issue. While she has offered new services and methods most methods have not changed.

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments: 

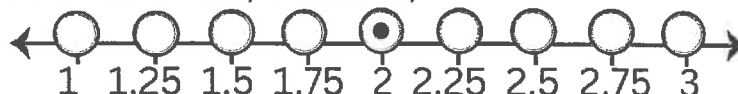
No comment

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

Comments: 

No comment

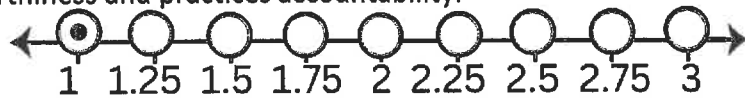
Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.



No comment

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Recommendations and additional comments:

This reviewer has made a recommendation at previous council meetings. However, the city clerk should continue to grow and be adaptive to the PIP.

Performance Review

Employee Name: Maryanne Girard Date: 11/6/2025
Job Title: City Clerk Department: City Clerk's Office
Evaluator Name: Brandon Frost Date of Hire: 11/15/2021
Performance Review Period: 11/15/24-11/14/25

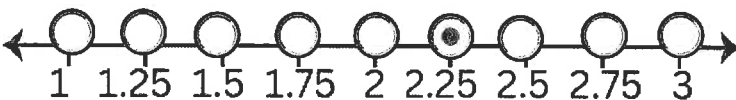
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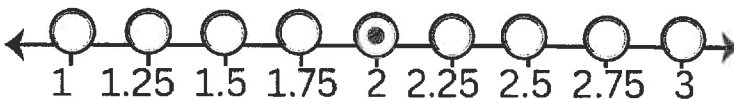
Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 

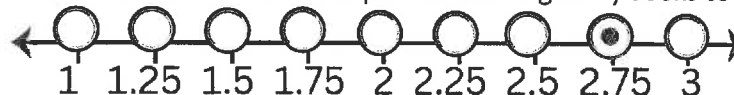
Comments: Maryanne is all for trying new methods when suggested. (Would like to see her suggest more changes to us when needed vs waiting till we suggest a change to her)

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments: 

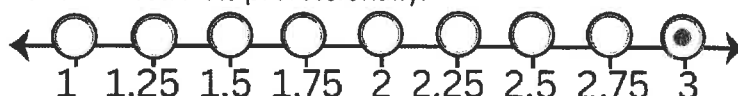
Maryanne always communicates good with me. A few times the wrong date/time was given. Would like to see her Trust but verify dates and times for events before sending out the invite.

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

Comments: 

Maryanne is very knowledgeable in the process and procedures that come with being the City Clerk. She continues to increase her knowledge as the City Clerk

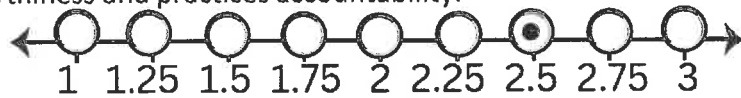
Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.



Maryanne has always been very respectful to me. Always acts very professional.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Maryanne always makes sure her job tasks are completed daily. Works really well with the Deputy City Clerk and training her.

Recommendations and additional comments:

I recommend to retain Maryanne as the City Clerk. There is always room for improvement in all aspects of the job. Would like to see the small mistakes cleaned up.



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Girard, City Clerk
DATE: 11/04/2025
SUBJECT: Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

Public Records – For the October 2025 period, we received 81 new requests, with 23 open, 10 days on average to fulfill all requests, 88 requests were closed, and 10 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was 18 hours at a cost of \$329.22 for staff. We have received \$252.00 in payments for the reporting period. Community Development (46) and the Police department (105) received the most requests per department with the remaining dispersed among the remaining departments.

Laserfiche – The public records portal located on the City Clerk page at: <https://city-of-crestview-fl.nextrequest.com/>. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of additional pages for October 2025 is 234,285.

Records Management – The Public Records Policy has been updated to clarify processes and is under internal review.

Educational Opportunities – Maryanne Girard is taking a University of Wisconsin training certificate class on Training and Development. It is a six-week course. The fifth session was Project Management, the six session was Coaching Skills, and the final session was Evaluating the Individual. Upon completion, I received 21 CEU's.

Bid Openings – The RC Track Cover bid opening is set for Thursday, November 13, 2025 at 2:00 p.m. The East Redstone Avenue bid opening is set for Thursday, November 20th at 10 a.m. and the WWTF Rapid Infiltration Basin bid opening is set for November 20th at 2:00 p.m.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: City Manager

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director, Wendy Tarpley, Financial Management Analyst
DATE: 11/06/2025
SUBJECT: Financial Update

BACKGROUND:

This is a presentation of the monthly financial information as required by the City Charter.

DISCUSSION:

Follow this link by clicking on the icon with the arrow for the [October](#) Check Registers.

GOALS & OBJECTIVES

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

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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

For informational purposes.

RECOMMENDED ACTION

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 10, 2025

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, City Manager
DATE: 11/06/2025
SUBJECT: City Manager Update

BACKGROUND:

The city manager will provide updates to current projects.

DISCUSSION:

Update will be provided at the meeting.

GOALS & OBJECTIVES

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

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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.

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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

n/a

Attachments

None