



CITY of CRESTVIEW

CITY COUNCIL

CITY COUNCIL REGULAR MEETING

February 9, 2026

6:00 PM

COUNCIL CHAMBERS

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
6. **Consent Agenda**
 - 6.1. RFP 26-11-13 PMO RC Track Cover- Proposal Award
 - 6.2. Approval of the minutes from the January 12, 2026, Regular City Council meeting.
7. **Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 2017 Okaloosa Gas Franchise Agreement
8. **Ordinances on First Reading**
 - 8.1. Ordinance 2018 Certified Recovery Residences
9. **Resolutions**
10. **Action Items**
 - 10.1. CPTA-P0536 Grant - Economic Development Plan
11. **City Clerk Report**
12. **City Manager Report**
 - 12.1. 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 white card. The card must be submitted to the Mayor. 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 Natasha S Peacock, 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: February 9, 2026

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: 02/05/2026
SUBJECT: RFP 26-11-13 PMO RC Track Cover- Proposal Award

BACKGROUND:

At the direction of City leadership, staff reissued a Request for Proposals (RFP) for the RC Track Cover and Park Improvements at Brookmeade Park after the prior solicitation was withdrawn. The project was rebid as RFP 26-11-13-PMO, which was publicly advertised on October 7, 2025, with proposals due on November 13, 2025.

DISCUSSION:

On November 13, 2025, the City opened all submitted proposals in accordance with established purchasing procedures. A total of three (3) proposals were received.

Following the opening, the City convened a Bid Evaluation Committee on December 2, 2025, to review and score the proposals in alignment with the evaluation criteria set forth in the RFP. The committee consisted of representatives from multiple City departments with relevant operational and technical expertise, including Andrew J. Brickner, Crew Leader – Parks & Recreation; Donald Faulkner, Grounds Maintenance Supervisor – Parks & Recreation; Dawn Barnes, Planner I – Community Development Services; Michael Clinton, Street Foreman – Public Services Department; and William Waites, Construction Inspector. Based on the evaluation results, Barcis Design + Construct, LLC was ranked as the highest-scoring proposer, followed by Green-Simmons Company, Inc. and Holley Development Corporation.

The RFP included a base bid for the design-build construction of an open-sided roof cover over the existing RC track, along with three (3) additive alternates: (1) an ADA-compliant lift providing access to the RC control tower, (2) an electrical system to support the RC track cover, and (3) a restroom facility. These components were included to allow flexibility in project implementation and to support the long-term functionality of the facility.

The RC track is a City-adopted master plan facility and has become a recognized regional racing venue, hosting approximately 25 or more organized racing events annually and drawing participants from outside the local area. Inclement weather currently results in an estimated 30 percent of scheduled events being delayed or cancelled. As a result, City leadership reprioritized this project to deliver immediate operational and economic impact by improving year-round usability, accessibility, and event reliability. The base bid and applicable alternates support consistent scheduling of regional events, enhance public access, and strengthen Brookmeade Park as a destination-level recreational facility that contributes to tourism activity and visitor spending.

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

Funding for the RC Track Cover and Park Improvements project is budgeted within the FY 2026 Capital Improvement Plan. A portion of the project funding is also provided through Okaloosa County Tourist Development Tax revenues, as approved by the Okaloosa County Tourist Development Council Brookmeade Park Improvements Expenditure Plan. Funding for this program was previously appropriated in prior fiscal years and carried forward, with budget amendments incorporated into the FY 2026 budget.

The total proposal submitted by the highest-ranked proposer, which includes the base bid and all three (3) additive alternates, is \$987,368. Staff recommends issuing the award as a not-to-exceed amount, with value engineering and cost-saving opportunities pursued throughout the design-build process to optimize project delivery while maintaining the approved scope.

RECOMMENDED ACTION

Staff respectfully requests a motion to award RFP No. 26-11-13-PMO for the RC Track Cover and Park Improvements at Brookmeade Park to Barcis Design + Construct, LLC in a not-to-exceed amount of \$987,368, and authorize the Mayor to execute the contract, with staff directed to proceed with pre-construction and design activities in accordance with the approved scope and budget.

Attachments

1. RFP 26-11-13-PMO Bid Evaluation Scoring Worksheet
2. RFP 26-11-13-PMO Bid Tab
3. BarcisDC 26-11-13-PMO - Proposal
4. Greene Simmons 26-11-13 PMO - Proposal
5. Holley 26-11-13-PMO - Proposal
6. RFP 26-11-13-PMO_RC TRACK COVER AND PARK IMPROVEMENTS - BROOKMEADE PARK
7. Exhibit A BNDY-TOPO SURVEY - BROOKMEADE PARK
8. Exhibit B CIVIL MASTER PLAN CONCEPT - BROOKMEADE PARK
9. Exhibit C EXISITING SITE CONDCTIONS (PHOTOS)
10. Exhibit D RESTROOM PLANS
11. 26-11-13-PMO Pre-Proposal Meeting Sign-In
12. Addendum 1 - RC Track Cover 26-13-PMO

13. Addendum 2 - RC Track Cover 26-11-13-PMO
14. Addendum 3 - RC Track Cover 26-11-13-PMO
15. 8.11.25 Council Staff Report



City of Crestview Florida
Request for Proposal # 25-08-22-PR Final Scoring Workbook
Title

Purpose:	Evaluation committee members will use this rating scale to record scoring of proposals.
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Score	Description
1	Far below expectations, a poor response that minimally meets the requirements.
2	Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the offeror.
3	Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.
4	Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all requirements set forth. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.
5	Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

Evaluation Criteria	Point Value
Cover Letter	Pass/Fail
Completed Forms/Exhibits	Pass/Fail
Firm Qualifications and Experience	20%
Specific Experience and Past Performance	30%
Project Approach/Work Plan	30%
Cost Proposal	20%
Financial Information	Pass/Fail
Total Point Value	100%

SUMMARY OF TECHNICAL SCORES			Instructions to Evaluator <i>(complete Green Boxes)</i>
	Vendor Name	Final Technical Score	<i>Vendor names and scores are auto-populated on this tab. Evaluators DO NOT change values in the blue cells.</i>
Vendor 1	BarcisDC	93.4	
Vendor 2	Holley Development Corp	89.3	
Vendor 3	Greene Simmons	93.0	
Vendor 4		#REF!	
Vendor 5		#REF!	
Vendor 6		#REF!	
I certify that I have performed this evaluation independently and without input from any other source.			<i>Remember to Sign, Print Name, and Date on this Tab when Evaluation completed.</i>
Signature			
Printed Name	Heather Sutton		
Date	2-Dec-25		

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter		0			Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits		0			
Firm Qualifications and Experience		0.2			
Specific Experience and Past Performance		0.3			
Project Approach/Work Plan		0.3			
Cost Proposal		0.2			
Financial Information		0			
Final Technical Score			0		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	4	0.2	0.8		
Specific Experience and Past Performance	4	0.3	1.2		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			19		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	5	0.2	1		
Specific Experience and Past Performance	5	0.3	1.5		
Project Approach/Work Plan	5	0.3	1.5		
Cost Proposal	5	0.2	1		
Financial Information	5	1	5		
Final Technical Score			20		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	4	0.2	0.8		
Specific Experience and Past Performance	4	0.3	1.2		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			19		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	3	0.2	0.6		
Specific Experience and Past Performance	4	0.3	1.2		
Project Approach/Work Plan	3	0.3	0.9		
Cost Proposal	3	0.2	0.6		
Financial Information	5	1	5		
Final Technical Score			18.3		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	4	0.2	0.8		
Specific Experience and Past Performance	4	0.3	1.2		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			19		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	3	0.2	0.6		
Specific Experience and Past Performance	3	0.3	0.9		
Project Approach/Work Plan	3	0.3	0.9		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			18.2		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	4	0.2	0.8		
Specific Experience and Past Performance	4	0.3	1.2		
Project Approach/Work Plan	5	0.3	1.5		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			19.3		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
	Vendor Name				
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Score awarded based on Rating Scale	Weight	Weighted Score	Comments Can be used for recording reasons for assigning a score.	
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	1	0.2	0.2		
Specific Experience and Past Performance	3	0.3	0.9		
Project Approach/Work Plan	3	0.3	0.9		
Cost Proposal	4	0.2	0.8		
Financial Information	1	1	1		
Final Technical Score			13.8		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	4	0.2	0.8		
Specific Experience and Past Performance	4	0.3	1.2		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			19		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	3	0.2	0.6		
Specific Experience and Past Performance	3	0.3	0.9		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			18.5		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	3	0.2	0.6		
Specific Experience and Past Performance	3	0.3	0.9		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	4	0.2	0.8		
Financial Information	5	1	5		
Final Technical Score			18.5		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	3	0.2	0.6		
Specific Experience and Past Performance	3	0.3	0.9		
Project Approach/Work Plan	3	0.3	0.9		
Cost Proposal	3	0.2	0.6		
Financial Information	5	1	5		
Final Technical Score			18		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	3	0.2	0.6		
Specific Experience and Past Performance	3	0.3	0.9		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	3	0.2	0.6		
Financial Information	5	1	5		
Final Technical Score			18.3		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	3	0.2	0.6		
Specific Experience and Past Performance	3	0.3	0.9		
Project Approach/Work Plan	3	0.3	0.9		
Cost Proposal	3	0.2	0.6		
Financial Information	5	1	5		
Final Technical Score			18		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

Individual Score Worksheet					Instructions to Evaluator (complete Green Boxes)
Evaluation Criteria (See Section III, Part A, #4 in RFP)	Vendor Name			Comments Can be used for recording reasons for assigning a score.	
	Score awarded based on Rating Scale	Weight	Weighted Score		
Cover Letter	5	1	5		Use the Pulldown Menu to select a score from 1 to 5 for each Criterion based on Rating Scale (see Tab 1). Enter Comments as needed.
Completed Forms/Exhibits	5	1	5		
Firm Qualifications and Experience	4	0.2	0.8		
Specific Experience and Past Performance	4	0.3	1.2		
Project Approach/Work Plan	4	0.3	1.2		
Cost Proposal	3	0.2	0.6		
Financial Information	5	1	5		
Final Technical Score			18.8		Remember to Sign, Print Name, and Date on Summary Tab (Tab 2)

PROJECT: RC TRACK COVER AND PARK IMPROVEMENTS

PROJECT NO: 26-11-13-PMO

BID DATE: NOVEMBER 13, 2025 2:00 P.M.



CITY OF CRESTVIEW
198 WILSON ST N
CRESTVIEW, FL 32536

COMPANY	BID AMOUNT	BID BOND	COPIES RECEIVED	ADDENDA ACKNOWLEDGMENT	ALTERNATE
Holley Dev. Corp	452,830.74	yes	4	yes	226,004.34
Green Simmons	634,000	yes	1	yes	323,000
Darius	513,464	yes	2	yes	437,904



26-11-13-PMO

CITY OF CRESTVIEW, FLORIDA
RC Track Cover and Park Improvements
Brookmeade Park

COST PROPOSAL



▪ Cover	1
▪ Table of Contents	2
▪ Attachment A - Cost Proposal Form	3
Bid Clarifications	5



ATTACHMENT A – COST PROPOSAL FORM

BASE BID – RC Track Cover		
Item	Description	Price
1	Mobilization, site preparation, erosion and stormwater controls	\$ 38,008.50
2	Design services and final signed/sealed permit-ready construction documents	\$ 48,793.00
3	Construction of RC Track cover structure (per Scope of Work)	\$ 402,800.50
4	Project closeout, including walk-through, as-builts, O&M manuals, warranty	\$ 23,862.00

TOTAL BASE BID PRICE \$ 513,464.00

ALTERNATE BIDS		
Item	Description	Price
A1	ADA-compliant lift to RC control tower (per Scope of Work)	\$ 64,000.00
A2	Electrical system for RC Track cover (per Scope of Work)	\$ 88,959.00
A3	Bathroom facility per City plans (per Scope of Work)	\$ 284,945.00

TOTAL ALTERNATE BID PRICE \$ 437,904.00

(Page 1 of 2 ATTACHMENT #A)



The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the Cost Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: Barcis Design + Construct, LLC
 Mailing Address: P.O. Box 10, Gulf Breeze, Florida 32562
 Telephone Number: 850-436-3139 Fax Number: _____
 E-mail Address: carlos@barcisdc.com FEIN: 99-2241407

 Carlos Godinez 11/13/2025
 Authorized Signature Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #A)



Bid Clarifications and Possible Savings

PRE-ENGINEERED RC TRACK COVER

In our base bid submitted as part of the cost proposal, Barcis Design & Construct LLC has included a pre-engineered cover structure designed to meet 140 mph wind load requirements per code.

As a courtesy to the City of Crestview, we have been informed by our building manufacturer that shop drawing/manufacturing lead times for the pre-engineered cover structure are running 12 to 14 weeks.

ADA LIFT

The ADA Lift lead times are currently running from 7 to 9 weeks.

COST SAVINGS OPPORTUNITY FOR ALTERNATE A3 (BATHROOM FACILITY)

We have included a budget in our proposal based on a City of Crestview spec for the lift/grinder station. However, there is an opportunity to reduce project costs by approximately \$20,000–\$30,000 if a standard commercial FDEP-rated lift station system is approved as an alternative. Additionally, further cost savings may be possible by utilizing a smaller tank, pending initial discussions with City staff and our Civil Engineer.

Thank you so much.



REQUEST FOR PROPOSAL 26-11-13-PMO

RC Track Cover and Park Improvements Brookmeade Park



Fire Station #10
Montgomery, Alabama

26-11-13-PMO

November 13, 2025

Nathan Green
President, The Green-Simmons Co, Inc.
nathan@green-simmons.com
850.429.0144

THE GREEN-SIMMONS COMPANY, INC.

GENERAL CONTRACTORS

November 12, 2025

ATTN: City of Crestview - City Hall
Attn: Heather Sutton
PO Box 1209
198 N Wilson Street
Crestview, FL 32536

Project Number: RFP #26-11-13-PMO
Project Title: RC Track Cover and Park Improvements – Brookmeade Park

Dear City of Crestview,

The Green-Simmons Company, Inc. (GSI) is honored to submit its proposal for providing the RC Track Cover and Park Improvements for Brookmeade Park.

GSI is committed to performing this work in a professional, responsive, and timely manner, delivering a complete project that meet the city's budget, schedule, and quality expectations while supporting the future vision that the City of Crestview has for Brookmeade Park.

Authorization and Contact Information: I, Nathan A. Green, as President, am authorized to commit the firm to a binding contract with The City of Crestview, Florida.

The individual designated as the primary contact for any requests for additional information regarding this submittal is:

Nathan A. Green
President
3407 North "W" Street Pensacola, Florida 32505
nathan@green-simmons.com, (850) 429-0144

In Mr. Green's absence, the following person is authorized to make representations for, and otherwise commit G-S is:

Michael D Wanner
Vice-President/Project Manager
3407 North "W" Street Pensacola, Florida 32505
mwanner@green-simmons.com, (850) 429-0144

The Green-Simmons Company, Inc. (G-S) has been managing multi-discipline general construction projects continuously since its establishment as a Certified General Contractor in 1996. By 1999, the firm was simultaneously performing multiple multi-discipline general construction projects in the million-dollar range. Since that time, the firm has experienced slow but steady growth in simultaneously managing various types of construction projects, including design-build projects, for various federal and municipal clients. Part of this firm's strength lies in its slow but steady growth, as it has allowed the firm to build upon previous years' experience, adding more technical and management capabilities safely as the firm has grown. In short, G-S has earned its reputable position in the local market through integrity, hard work, and experience. This firm now regularly manages numerous multi-million-dollar, multi-discipline construction projects, including design-build projects, simultaneously for various governmental agency clients. The recent and relevant experience highlighted in the following proposal is proof that this firm has the staff, experience, and technical capability to manage and construct the proposed RC Track Cover and Park Improvements for Brookmeade Park.

GSI has constructed numerous design-build projects to include open-span PEMB's in this area, to which there is no doubt our experience would provide facilities for the RC track that are compliant, sustainable, durable, efficient, and adaptable to future operational needs.

3407 North "W" Street, Pensacola, FL 32505, Phone (850) 429-0144, Fax (850) 429-0145
Members of The Associated General Contractors of America
FL#CGC058805, AL#38125, MS#18610-MC
www.green-simmons.com

THE GREEN-SIMMONS COMPANY, INC.

GENERAL CONTRACTORS

One comparable project is Fire Station #1, on Eglin AFB. The PEMB open-span bay at this fire station was approximately 100-foot by 100-foot, totaling over 10,000 square-feet of open space and was designed to resist 152 MPH winds. G-S has constructed three other open span bays of comparable size over the last few years in the surrounding area.

G-S experience working within Okaloosa County spans decades. Some of our more noteworthy past projects in Okaloosa County include the following:

- Design-Build Flightline Fire Station #1 (New), Eglin AFB, FL. \$12.4M, 2021
- Design-Build Fire Training Facility (New), Eglin Air Force Base FL. \$708K, 2017
- Design-Build Fire Training Facility (New), Hurlburt Field FL. \$708K, 2015
- Emerald Coast Convention Center Renovation, Okaloosa County, FL. \$560K, 2019
- Henderson Beach Park Pavilions, FDLEP, Destin, FL. \$1.9M, 2009

At Green-Simmons, our management style is proactive. We strive to anticipate the needs of our clients and the project. This not only makes the project flow more smoothly but also builds teamwork and trust by demonstrating that we are truly partners in the Design-Build process. This is shown not only by the quality of construction provided but also through collaborative planning, timely communication, meaningful reporting, and effective coordination with owners and key project stakeholders. We desire to have our clients consider the G-S team an extension of their team, trusted and relied upon for our expertise and guidance in successful project completion.

The Green-Simmons Company, Inc., understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of RFP #26-11-13-PMO for RC Track Cover and Park Improvements – Brookmeade Park.

Thank you for considering The Green-Simmons Company, Inc. We look forward to the opportunity to partner with the City of Crestview and develop Brookmeade Park into a community spotlight.

Sincerely,
The Green-Simmons Company, Inc.



Nathan A. Green
President

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Attachment A | Cost Proposal



TAB A

Firm's Qualification and Experience

*Fire Station #2
Tyndall Air Force Base, Florida*



A.2 Corporate Background Information

1. History of the Business

The Green-Simmons Company, Inc. is a Florida corporation in good standing, certified with the Florida Secretary of State and authorized to conduct business within the State of Florida. As the Proposer, Green-Simmons will provide all information and services required under this RFP in compliance with applicable state regulations.

- Type of Business Entity: Corporation
- Incorporation: Florida, 1996
- Federal Employer Identification Number: 59-3386617

Our corporate headquarters is located in Pensacola, Florida, and this office will serve Crestview for the RC Track Cover and Park Improvements for Brookmeade Park.

Authorization and Contact Information: I, Nathan A. Green, as President, am authorized to commit the firm to a binding contract with The City of Crestview, Florida.

The individual designated as the primary contact for any requests for additional information regarding this submittal is:

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3407 North "W" Street Pensacola, Florida 32505

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Michael D Wanner

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New Middle School, Creative Learning Academy, Pensacola, FL. \$7.3M, 2025
Whiting Aviation Park Fire Flow Expansion, Whiting Field, FL, \$1.6M, 2025
Design-Build FY-19 Fire Station #2 (New), Tyndall AFB, Florida. \$12.5M, 2023
Hurlburt ESPC Solar Energy, Hurlburt Field, FL, \$326K, 2022
Design-Build Flightline Fire Station #1 (New), Eglin AFB, FL. \$12.4M, 2021

The firm's diverse project portfolio includes new building constructions (12 projects between \$19,500 and \$12.5 million), building additions/renovations (42 projects between \$3,344 and \$2.51 million), mechanical and electrical repairs/renovations (11 projects between \$12,000 and \$2.56 million), and civil, utility, and site work/paving (8 projects between \$20,000 and \$4.49 million).

Over the past ten years, The Green-Simmons Company has successfully executed projects for various private companies, municipalities, and multiple Federal agencies, including the Department of the Army, Department of Homeland Security, NASA, and the Department of the Air Force, among others. These projects were completed across multiple locations across the Southeastern United States, including Keesler AFB, MS, Fort. Rucker, AL, Stennis Space Center, MS, Gulf Shores, AL, Eglin AFB, FL, Hurlburt Field, FL, and NAS Pensacola, FL. This extensive experience and technical capability illustrate the firm's ability to successfully deliver large-scale, multi-discipline construction projects for both federal and municipal clients.

At G-S, safety is this firm's priority, and working safely is a condition of employment. While productivity, cost, and quality are core business values, the firm cannot and will not compromise safety for their sake. It is a core belief of this firm that every employee has the right to work without injury and that all accidents are preventable and all hazards controllable. Everyone on the job site is expected to participate in eliminating and controlling all hazards and to encourage others to practice safe behavior. Each employee is expected to work safely in accordance with the training they have received and to actively participate in the project's Health and Safety Plan. "Safety is everyone's responsibility."

It is the goal of G-S to provide the highest quality construction and support services to our clients. To this end, we commit to meeting or exceeding all stated requirements within the RFP.

Project Understanding: We have read and understand the RFP and the scope of work contained therein, which includes comprehensive structural design and construction for RC Track Canopy and Restroom Facility. This facility design must be sustainable, durable, cost-effective, and low maintenance. We understand the City's goals of providing year-round usability of the facility by providing sun and weather protection for RC track users, improving accessibility through ADA-compliant features, and maintaining alignment with the City's long-term master plan for the park. We will deliver a fully designed and constructed RC Track cover and related improvements in complete conformance with the RFP, the AHJ's, and all applicable codes, ordinances, and standards. The end result must ensure ADA accessibility, be accomplished with minimal disruptions to existing park operations, and be completed on time and within the City's budget.

Commitment: G-S is committed to achieving the City's goals for the project and is committed to performing the work in a professional, responsive, and timely manner, delivering a complete design-build package that meets the City's budget, schedule, and quality expectations.



A.3 Organizational Qualifications and Experience

The Green-Simmons Company approaches every project with a client-first mindset, grounded in transparency, collaboration, and proactive “looking ahead” problem-solving. Our methodology, derived from extensive design-build experience, is structured to deliver collaborative, efficient, high-quality results aligned closely with the City’s goals throughout all phases of the project.

The Green-Simmons Team is proud to offer a comprehensive suite of services to execute the full scope of this Park Improvement project, from initial concept through final construction, testing and warranty. Our team will deliver fully permittable plans and specifications engineered to the operational demands of the RFP and City of Crestview. We will design and construct all improvements—including sitework, foundations, pre-engineered metal building, restroom building, electrical systems, and plumbing systems—to ensure compliance with the RFP and the AHJ’s, and to ensure sustainability and long-term durability.

As part of our design-build approach, we manage every phase of the project with precision and accountability. We conduct thorough investigations, site surveys, verify existing conditions, and coordinate environmental compliance, permitting, and utility integration. Our team ensures ADA and Florida Building Code compliance, designs for sustainability, optimal drainage, and high-performance lighting. We will provide waste management solutions that align with neighborhood aesthetics. By streamlining design and construction under this contract, we hope to help the City reduce risk, accelerate timelines, increase efficiency, and maintain cost control—delivering a facility that meets the City’s operational mission and community goals, while keeping within the City’s tight budget.

The Green-Simmons Company has a proven history of successfully delivering state-of-the-art facilities using a multitude of delivery methods to include the design-build method of delivery. Our portfolio includes facilities equipped with PEMB’s, structural steel and CMU—all tailored to the unique needs of the owner and project. By choosing Green-Simmons, the City of Crestview benefits from a highly experienced single-source partner committed to excellence, efficiency, proactive management, and a positive community impact.

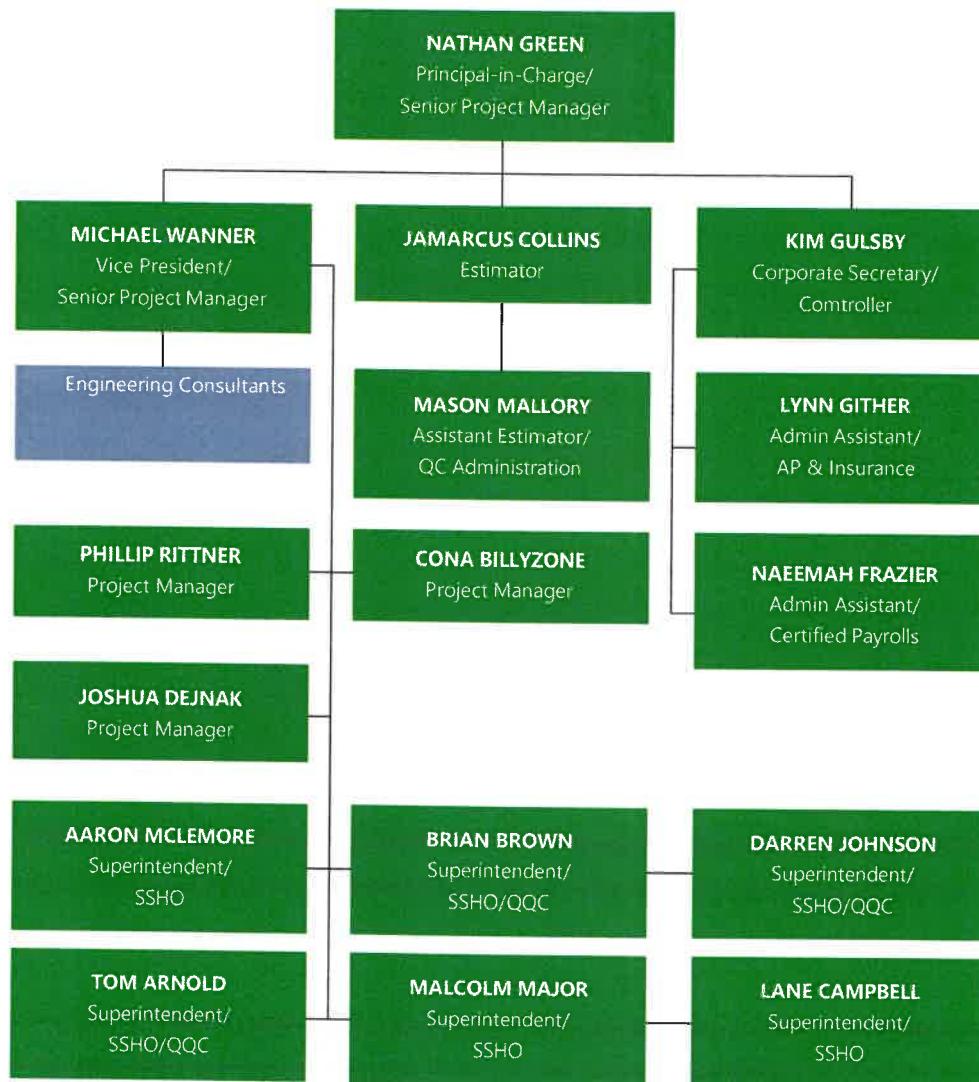
EXEMPLARY RECORD OF CONSISTENT & SUCCESSFUL PROJECT COMPLETION

In accordance with the RFP requirement, Green-Simmons affirms that neither our firm nor any officer, partner, or member of our proposed team has failed to complete any contract ever, including within the last seven (7) years. We have no instances to report of incomplete work and/or failed performance, and therefore state with confidence that our record demonstrates consistent and successful project completion.



A.4 Key Individuals and Qualifications

The organizational structure of Green-Simmons Company, Inc. reflects a streamlined, family-owned leadership model that balances executive oversight with project-level accountability. President Nathan A. Green, as 100% owner and Principal-in-Charge, with his over 30 years of construction management experience, provides overall direction and final authority. Day-to-day field operations are managed by Vice President Michael D. Wanner, who oversees project management, quality control, and site safety. Each member of the organization has their designated area of responsibility and is provided with clear lines of authority and the necessary resources to accomplish their assigned tasks successfully. This structure is further strengthened through a corporate commitment to customer satisfaction and long-standing partnerships with architectural, civil, structural, and MEP consultants, ensuring comprehensive and seamless delivery.



Clear leadership and accountability supported by integrated consultant partnerships.

Construction Team

KEY PERSONNEL ASSOCIATED WITH THIS PROPOSAL (Resumes Attached)

- Nathan A. Green – Principal-in-Charge, Senior Project Manager
- Michael D. Wanner – Vice-President, Project Manager
- Tom Arnold – Superintendent, Quality Control, Safety Officer

Nathan Green

Nathan Green has over 30 years of experience in construction and construction management, on a wide range of commercial project types primarily for federal (DOD) and municipal clients. Mr. Green's recent experience includes the construction of three fire stations, two of which were delivered through the Design-Build method of project delivery.

Mr. Green has extensive experience in all phases of project design and construction, including design conformance, constructability cost analysis, construction document quality control, sustainable building practices, subcontractor negotiation and selection, construction administration, quality assurance and control, project safety, Owner's ODP programs, project close-out, and warranty management.

Michael Wanner

Michael has over 30 years of experience in construction and construction management, on a wide range of project types primarily for federal (DOD) and municipal clients. Mr. Wanner's recent experience includes the construction of numerous fire stations, two of which were delivered through the Design-Build method of project delivery. These projects also included large clear spans constructed with PEMB's or structural steel.

Mr. Wanner has extensive experience in all phases of project design and construction, including design conformance, constructability cost analysis, construction document quality control, sustainable building practices, subcontractor negotiation and selection, construction administration, construction quality control, project safety, Owner's ODP programs, project close-out, and warranty management. Mr. Wanner is also retired from the U.S. Air Force and a 30-year resident of Okaloosa County.

Thomas Arnold

Thomas has more than 30 years of experience in the commercial construction management field and has held project positions including Construction QC Manager (CQC System Manager), Superintendent, and Site Safety and Health Officer (SSHO). He has experience in design-build and design-bid-build delivery methods, Thomas has managed construction QC on new construction, repairs, and renovation projects of various sizes. He is thoroughly familiar with the design and construction means and methods used in and around Florida, to include PEMB's and structural steel. Thomas's experience includes but is not limited to projects at Eglin AFB, Dobbins ARB, NAS Pensacola, NAS Whiting Field. Mr. Arnold has also retired from the U.S. Navy.

Equally important, Green-Simmons maintains long-standing partnerships with structural, civil, and MEP consultants who provide immediate technical expertise when required. These relationships allow us to integrate specialized design and engineering support seamlessly into the project, expanding capacity without delay. This combined approach ensures that the City of Crestview receives a team capable of scaling efficiently while maintaining the highest standards of quality, schedule, and cost control.

CHANGES TO PERSONNEL

Our team is committed to consistency and transparency; should any changes to the personnel listed in this response become necessary, we will notify the City of Crestview in advance and work with you to ensure City approval.

SUBSTITUTION REQUESTS

We acknowledge the City's right to request substitution of any personnel as deemed necessary.

A.5 Litigation, Claims, or Contract Disputes

Except for the one case detailed below, The Green-Simmons Company, Inc., has not been involved in any litigation, claims, or contract disputes related to the services we provide in the regular course of business within the past five (5) calendar years.

In 2023, The Green-Simmons Company, Inc. filed suit against a floor coating subcontractor on the Tyndall Fire Station Project. The case number in Escambia County, FL was 2023 CC 005795. The subcontractor defaulted on its contractual obligations by refusing to mobilize to the site. This was despite the subcontractor being given ample notice of their scheduled time slot, as per the construction schedule. To ensure the project proceeded as scheduled, G-S was forced to hire another qualified firm to perform the initial subcontractor's scope of work, but at a higher price. The case we eventually settled out of court through negotiation with the defaulting subcontractor remitting \$19,000 for their default.

- There have been no litigation or claims filed against Green-Simmons in the past ten (10) years.
- There have been no OSHA violations filed against Green-Simmons in the past ten (10) years.
- There have been no license sanctions against Green-Simmons in the past ten (10) calendar years.
- There have been no lost accounts cancelled or terminated by Green-Simmons in the past ten (10) calendar years.
- There have been no contract denials against Green-Simmons in the past ten (10) calendar years.
- The Green-Simmons Company, Inc. has never filed a lawsuit or complaint against a project owner.

A.6 Financial Plan

The Green-Simmons Company, Inc. has the financial strength, bonding capacity, and insurance coverage necessary to successfully execute the RC Track Cover and Park Improvements project. The documents on the following pages are provided in support of the company's financial stability and compliance with the RFP requirements:

1. Surety Bond commitment letter- Surety confirmation of bonding capacity up to \$20,000,000 single project and \$30,000,000 aggregate, with an A+ rated surety.





Insurance & Bonds

October 21, 2025

City of Crestview
Crestview City Hall - City Clerk's Office
198 North Wilson Street
Crestview, Florida 32536

Re: The Green-Simmons Company, Inc.
Project: RC Track Cover and Park Improvements – Brookmeade Park - RFP #26-11-13-PMO

To Whom It May Concern:

McGriff, a Marsh & McLennan Agency LLC Company has had the privilege of providing bonds for The Green-Simmons Company, Inc. since its inception. During this relationship, we have had the opportunity to observe outstanding performance. We consider The Green-Simmons Company, Inc. among our most valued surety clients. The Green-Simmons Company, Inc. and their owners have the resources to financially qualify for individual projects in the \$20,000,000 range, with a total aggregate program in the range of \$30,000,000.

Atlantic Specialty Insurance Company, located at 605 Highway 169 North, Suite 800, Plymouth, MN 55441, is their Surety. Atlantic Specialty Insurance Company is authorized and licensed to do business in all 50 states with an A.M. Best Rating of A+ (Superior) and Financial Size Category of XV. Atlantic Specialty Insurance Company has a Federal Treasury Listing of \$103,589,000.

It is our understanding that The Green-Simmons Company, Inc. will be submitting a proposal to you. Should they be awarded a project, we anticipate no problem in being able to provide 100% Performance and Payment bond based on the contract price. Any approvals would be subject to an appropriate review of the contract terms, bond forms, project financing and any other pertinent underwriting details.

Please feel free to contact me if you have any questions on this fine account.

Sincerely,

Mark W. Edwards, II
Executive Vice President – Surety

2000 International Park Drive, Suite 600, Birmingham, AL 35243
Tel: (205) 252-9871

McGriff Insurance Services, Inc.

TAB B

Similar Projects, Past Performance



Eglin AFB, Fire Station #1, PEMB Bay

B | Similar Projects, Past performance

QUALIFIED PROGRESSIVE DESIGN-BUILD EXPERIENCE

The Green-Simmons Company team combines decades of Progressive Design-Build experience with a history of delivering resilient, functional facilities. Our construction leaders and design consultants bring not only the required qualifications, but also the trusted collaboration and specialized expertise that The City of Crestview can rely on.

1) NEW FIRE STATION #10 | MONTGOMERY, AL

PROJECT DESCRIPTION & FIRM RESPONSIBILITY | This project delivered a 22,000 SF fire station in Montgomery, AL, with a three-bay drive-through apparatus bay, driveways, parking, sidewalks, utilities, fire hydrants, site lighting, irrigation, a retention pond, and a dumpster area. Designed with economical methods to meet mission and budget, the facility houses firefighting and EMS vehicles and includes an SCBA refill station, maintenance, laundry, administration, fitness and training areas, kitchen, tornado shelter, and firefighter living quarters.

The design, built to resist a wind speed 124 MPH, included but was not limited to site demolition, earthwork, site utilities, u/g electrical primary service, asphalt paving, concrete paving, curbs and gutters, landscaping and irrigation, cast-in-place concrete, structural steel, PEMB, standing seam metal roof, TPO Roofing, insulated panels, masonry, overhead coiling doors, storefront doors and windows, wood doors, and architectural finishes. Mechanical systems include HVAC with DDC controls, commissioning, plumbing, natural gas, and fire suppression. Electrical systems include power distribution, fire alarm system, fire alerting system, communications, CCTV, intrusion detection, access control, and a standby generator with ATS.

Relevancy | This project is directly relevant to the subject RC Track Cover as it demonstrates proven administrative strengths in scheduling, regulatory compliance, subcontractor coordination, cost control, and safety, along with effective quality management through closeout and warranty. Technically, it reflects experience with new construction for municipal and federal clients, delivering non-combustible building types with pressure-tested envelopes and advanced systems such as standby generators with ATS, dispatch and alerting, intrusion detection, CCTV, and access control—all critical components for modern fire station facilities.

Performance | Green-Simmons proactively coordinated subcontractors and sequencing to resolve site and system issues before construction. Quality control measures identified and corrected conflicts early, minimizing change orders. When substitutions arose, alternatives were vetted to maintain compliance, schedule, and cost control.

KEY PERSONNEL ALSO ASSIGNED TO RC Track Cover | Nathan Green, Michael Wanner, Tom Arnold

TOTAL PROJECT COST | \$11,269,010

CHANGE ORDER COSTS, BUDGET COMPLIANCE ANALYSIS & PROJECT SCHEDULE COMPLIANCE | Owner-directed changes extended the contract 269 days but were covered by contingency funds. \$140,990 was returned at project closeout. The project was delivered under budget with no construction error-related cost or schedule impacts.

2) CREATIVE LEARNING ACADEMY MIDDLE SCHOOL | PENSACOLA, FL

PROJECT DESCRIPTION & FIRM RESPONSIBILITY | The Green-Simmons Company, Inc. served as General Contractor for a new two-story, 14,300 SF middle school built with a hybrid framework of structural steel, masonry, light gage framing, and concrete. The contract included a Guaranteed Maximum Price (GMP) and Owner's Direct Purchase (ODP) program.

The facility features a two-story outdoor learning space at the main entrance, connecting through overhead coiling glass doors to a first-floor Design Lab and second-floor Commons used as a library, discovery center, and social hub. Ten classrooms support core subjects with restrooms and breakout areas for small-group learning.



B | Similar Projects, Past performance

Designed to withstand 156-mph winds, the project included site development, utilities, structural steel, PO roofing, Hardie board siding, masonry, and interior finishes. Systems provided HVAC with DDC controls, plumbing, fire suppression, power distribution, fire alarm, access control, communications, and CCTV.

Relevancy | This project is relevant to the subject RC Track Cover as it demonstrates proven strengths in scheduling, compliance, subcontractor management, safety, and quality control through closeout. Technically, it reflects non-combustible construction on an occupied site with a pressure- tested envelope, structural systems of steel, masonry, and concrete, and key features such as overhead coiling doors, HVAC with DDC controls, intrusion detection, CCTV, and access control—all directly applicable to modern fire station facilities.

Performance | Delivered on schedule and within the Guaranteed Maximum Price, the Creative Learning Academy Middle School successfully used the ODP program for cost savings. Built on an occupied campus without disruption, the project achieved a pressure-tested envelope, full system commissioning, and positive client feedback for meeting all budget, schedule, and performance goals.

KEY PERSONNEL ALSO ASSIGNED TO RC Track Cover | Nathan Green, Michael Wanner, Phillip Rittner, Tom Arnold, Darren Johnson

TOTAL PROJECT COST | \$7,255,619

CHANGE ORDER COSTS, BUDGET COMPLIANCE ANALYSIS & PROJECT SCHEDULE COMPLIANCE | Owner-directed changes added \$255,619 and 60 days. The project was delivered below the GMP, on time, and with no construction error-related changes.

3) GULF COAST CENTER FOR ECOTOURISM & SUSTAINABILITY | GULF SHORES, AL

PROJECT DESCRIPTION & FIRM RESPONSIBILITY | Green-Simmons constructed the LEED Gold and FORTIFIED Silver certified 12-acre, eight-building education and sustainability campus. With 17,000 SF of program space, facilities included administration, STEM/wetlands labs, farming hub, ropes course, and a gathering pavilion. Biophilic design featured heavy timber framing, porches, and thermal chimneys. Built to 160 mph wind standards, the project included solar, advanced MEP, and safety systems.

Relevancy | This project is relevant to the subject RC Track Cover as it showcases strong administrative capabilities in scheduling, compliance, subcontractor management, procurement, cost control, safety, and quality oversight through closeout. Technically, it reflects experience with large-scale municipal and federal projects.

Performance | Green-Simmons proactively coordinated timber, sitework, and MEP systems to resolve constructability issues early. Quality reviews minimized change orders, while substitutions were vetted for sustainability and compliance. Corrective actions maintained schedule and budget compliance.

KEY PERSONNEL ALSO ASSIGNED TO RC Track Cover | Nathan Green, Joshua Dejnack, Brian Brown, Bobby Robertson

TOTAL PROJECT COST | \$11,579,194

CHANGE ORDER COSTS, BUDGET COMPLIANCE ANALYSIS & PROJECT SCHEDULE COMPLIANCE | Owner-directed changes extended the project 143 days. Costs were absorbed within contingency, and Green-Simmons covered additional expenses to protect the budget. The project was delivered on time with no construction error-related change orders.

AWARDS | The Gulf Coast EcoCenter received the 2025 Honor Award in the Small Projects category from Aia Birmingham Design Awards

ATTACHMENT #9 - REFERENCES

Reference 1:	
Project Name: New Fire Station #10, Montgomery Alabama	
Type of Project/Service: Construction of a 22,000-square-foot fire station	
Address: 1920 South Court St, Montgomery, AL, 36104	
Contracting Agency/Client: The City Of Montgomery / Jacobs Engineering	
Contact Name and Phone #: Bradley Pemberton / 334-850-2505	
Contact Email Address and Fax #: Bradley.Pemberton@jacobs.com	
Contract Amount: \$11,269,010.00	Date Work Performed: Feb 2025
Reference 2:	
Project Name: Creative Learning Academy Expansion	
Type of Project/Service: New construction of a two-story, approximately 14,300 SF middle school building.	
Address: 3151 Hyde Park Rd, Pensacola, FL 32505	
Contracting Agency/Client: Creative Learning Academy	
Contact Name and <u>Phone #</u> : Kim Stafford / 850-432-1768	
Contact Email Address and Fax #: kstafford@creativelearningacademy.org	
Contract Amount: \$7,255,619.00	Date Work Performed: Aug 2025
Reference 3:	
Project Name: Gulf Coast Center for Ecotourism & Sustainability	
Type of Project/Service: New eight building, 12-acre education and sustainability campus	
Address: 1650 Eco Trail, Gulf Shores, AL, 36542	
Contracting Agency/Client: Architecture Works	
Contact Name and Phone #: ROGER A. MAINOR / 205-320-0880, ext. 1013	
Contact Email Address and Fax #: rmainor@architectureworks.com	
Contract Amount: \$11,579,194.00	Date Work Performed: March 2025

The Proposer shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project Approach/Work Plan



C | Project Approach/Work Plan

Our approach for the RC Track Cover and Park Improvements begins with attaining Crestview's goals of achieving a project of year-round usability with improved ADA access, that is durable, low-maintenance, and in alignment with the park's master plan, completed on time and within the established budget. The following highlights summarize our methodology:

- Clear understanding of City objectives: for a durable, low-maintenance, accessible, cost-efficient, master plan aligned and community-serving park improvement.
- Phased methodology – Providing Conceptual Design, Design Development, Construction Documents, and Construction & Contract Administration in a seamless cohesive manner.
- Defined services, with roles for both City and project team to ensure transparency and accountability.
- Comprehensive pre-construction services, including estimating, scheduling, and proactive project management to control cost and time.
- Proven continuity between design and construction phases.
- Experienced in estimating key systems (PEMB, electrical, plumbing) early to maintain scope and budget alignment.
- Proactive approach tailored to anticipate challenges, streamline delivery, and reduce risk for the City.

The Green-Simmons Team's methodology, derived from experience, is rooted in early coordination, regulatory foresight, and adaptive planning. By maintaining open communication and anticipating future needs, we deliver more than just a building—we deliver a resilient, community-serving facility designed for long-term value and operational excellence.

This proven methodology ensures that The City of Crestview receives more than a canopy or building—it gets a fully integrated, high-performance facility that aligns with the park's master plan, supports park visitors, is an asset to the community, and represents long-term value for critical tax dollars.

DESIGN DEVELOPMENT

At design development, consultants and key subcontractors participate in review meetings alongside the City and Green-Simmons. These sessions ensure that drawings and technical decisions are fully coordinated and constructible, while also allowing for collaborative problem-solving. Subcontractors are not treated as afterthoughts, but as active participants in design reviews— helping ensure that the documents issued for construction reflect real-world efficient and cost effective execution.

APPROACH: With conceptual approval in place, we transition into refining the design through technical development and stakeholder collaboration. Our team prioritizes durability, functionality, code compliance, and cost efficiency while maintaining the City's vision.

METHODOLOGY:

- The City's goals are the basis of the design framework
- Define facility systems, finishes, and ADA-compliant features
- Collaborate with our City partners to verify design intent
- Keep lines of communication open and honest

SERVICES PROVIDED:

- Refinement of the approved sustainable concept into detailed design drawings and architectural renderings
- Development of facility systems, finishes, and ADA-compliant features
- Engagement of surveyors, engineers, and other consultants as needed
- Submission of design documents with proposed schedule to the City

CITY PARTICIPATION:

- Collaboration on design intent
- Review design drawings
- Approve the Design Development Package, Proposed Schedule

TIMING & DURATION: Starts after NTP, estimated duration is 15 Days

C | Project Approach/Work Plan



Figure 1 - Preliminary design showing our team's understanding of the canopy requirements of the RFP.

CONSTRUCTION DOCUMENTS

Our documentation process ensures that all stakeholders are aligned and that the project is ready for efficient execution.

APPROACH: This phase focuses on translating design intent into precise, code-compliant documentation for permitting, construction, and procurement. We emphasize clarity, constructability, and responsiveness to City input.

METHODOLOGY:

- Ensure collaboration and communication continue
- Submit documents at stages for City review and approval
- Incorporate feedback and manage the appeal process for design decisions
- Verify the City goals have been met

SERVICES PROVIDED:

- Issuance of detailed, code-compliant "for construction" drawings
- Development of procurement packages, evaluation of subcontractor proposals, and best-value subcontractor selection
- Incorporation of City review comments and appeal process for design decisions

C | Project Approach/Work Plan

CITY PARTICIPATION:

- Review and comment on each stage of document development
- Approve final Construction Documents

TIMING & DURATION:

- Begins at acceptance of conceptual design and concludes with final document acceptance, estimated duration is 30 days

CONSTRUCTION & CONTRACT ADMINISTRATION

We work closely with City representatives to ensure timely permit applications, a coordinated inspection process, a successful turn-over at completion, and a smooth transition into operational use.

APPROACH: We execute construction safely through proactive project management, competent quality assurance, disciplined scheduling, and continuous communication. Our goal is to safely deliver a durable facility that meets performance standards, timeline targets, and community expectations.

METHODOLOGY:

- Safety First - Always
- All work to be in strict conformance with the contract documents and AHJ's
- Proactive Project Management, plan ahead, identify problems before they occur
- On-time completion is only achievable by adherence to the approved Construction Schedule
- Quality assurance is only achievable by utilizing the written Quality Control Plan for the project

SERVICES PROVIDED:

- Permit acquisition and coordination with AHJ's
- Execution of construction activities safely, per the approved construction schedule, and in strict conformance with the contract documents
- Bi-weekly OAC meetings conducted by the contractor
- Monthly progress meetings with updates to the Project Schedule
- Quality control: inspections, testing, training, final inspections, and warranty management
- Management of Project Safety
- Administration of RFIs, change orders, submittals, and pay applications
- Project acceptance, close-out, and warranty management

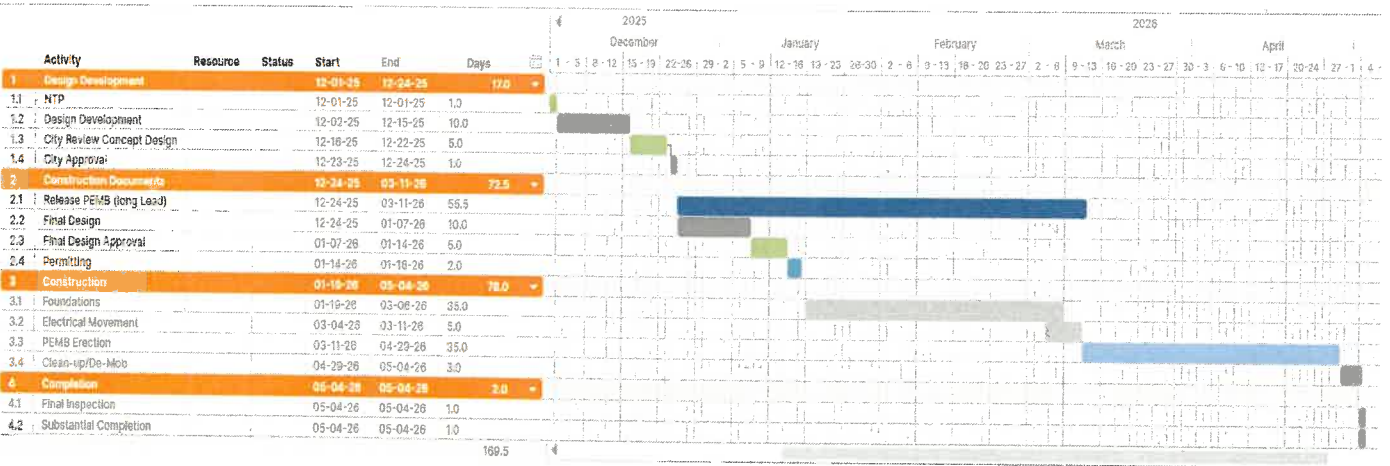
CITY PARTICIPATION:

- Provide timely approvals and decisions
- Provide utility requirements
- Assign construction inspectors
- Participate in final inspections and punch list resolution
- Oversee contract close-out and warranty issues

TIMING & DURATION:

- Commences after construction document approval and concludes with final project acceptance, estimated duration is 150 days (Pre-engineered Metal Building package fabrication and delivery time is currently 90 days from approval.)

Baseline Construction Schedule- Base Bid Items Only



COMMITMENT OF STAFF AVAILABLE FOR THIS PROJECT

Green-Simmons has structured this project team to ensure dedicated leadership, continuous oversight, and responsive execution throughout design and construction.

LEADERSHIP COMMITMENT

- **Construction Principal-in-Charge / Senior Project Manager:** Nathan A. Green will dedicate 70% of his time as Principal-in-Charge and Senior Project Manager.

PROJECT MANAGEMENT COMMITMENT

- **Construction Project Manager:** Michael Wanner will dedicate 88% of his time as Project Manager.

DESIGN COMMITMENT

- **Specialized Consultants:** Pre-committed engineering consultants and preliminary canopy designs are in place for immediate deployment.

CONSTRUCTION COMMITMENT

- **Project Superintendent:** Tom Arnold will dedicate 100% of his time as Project Superintendent, providing continuous on-site leadership during construction.

At present, Green-Simmons Company, Inc. is completing three major projects and one smaller assignment, all at 99% completion, along with a recently awarded fencing project scheduled to begin in October. With these projects closing out, our office is currently operating at approximately 10% utilization overall. By the time the RC Track Cover and Park Improvements begin, we project to be at roughly 20% utilization. This ensures our team can dedicate substantial capacity—backed by proven experience—directly to the RC Track Cover and Park Improvements, providing the City of Crestview with immediate access to senior leadership and fully focused resources.

C | Project Approach/Work Plan

EXISTING CONTRACTS

The following table provides a snapshot of our current contracts and their percent completion, demonstrating both the breadth of our ongoing work and our proven ability to deliver projects on schedule.

PROJECT DESCRIPTION	PROJECT TYPE	PERCENT COMPLETE
B.22 Kitchen Ceiling & Lights	Renovation	100%
Overhead Door Repair-UWF	Renovation	100%
UWF Heerf B18	Renovation	100%
UWF Heerf B86	Renovation	100%
Hurlburt Field ESPC Solar Project	Renovation	100%
Indigo Garage Elevator Lobbies	Renovation	100%
Fire Station #10	Fire Station/EMS	100%
Parking Garage Façade Repair	Renovation	100%
Gulf Coast Center for Ecotourism & Sustainability	New Construction	100%
Amenity Level Refurbishment	Renovation	100%
Interior Fit Out	Renovation	100%
Orange Beach Community Center	Renovation	100%
Creative Learning Academy	New Construction	99%
Phoenix V Atrium Foundation Repair	Renovation	100%
Scott Bridge Fencing	Renovation	0%
Re-Roof Justice Center	Renovation	100%
Whiting Aviation Fire Flow	New Construction	99%
Orange Beach Senior Center Renovation	Renovation	99%
Security Fence Replacement	New Construction	99%

TAB D

RFP Required Forms



1. RFP Attachments #1-#11
2. Insurance Certificates – Current insurance coverage in compliance with contract requirements
3. Proof of Licenses/certification –State of Florida business licensure & Current Florida Department of Corporations SunBiz report
4. Local Business Tax Receipt - Department of Professional Regulation certificate
5. Tax Identification Number (TIN) - W-9

ATTACHMENT #1 – PUBLIC ENTITY CRIMES

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA
Access Improvements – Brookmeade Park**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract
RFP #26-11-13-PMO [number/title]
RC Track Cover and Park Improvements – Brookmeade Park

2. This sworn statement is submitted by The Green-Simmons Company, Inc.
[name of company/firm]
whose business address is 3407 North W St., Pensacola, FL, 32505 and (if
applicable) Federal Employer Identification Number (FEIN) is 59-3386617. If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____

3. My name is Nathan A. Green and my relationship to the entity named
above is Owner/President

4. I understand that a "public entity crime" as defined in Paragraph
287.133(a)(g), Florida Statutes, means a violation of any state or federal law by
a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or
with the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or any agency or political subdivision
of any other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public
entity crime with or without an adjudication of guilt, in any federal or state trial
court of records relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

(Page 1 of 3 ATTACHMENT #1)

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

(Page 2 of 3 ATTACHMENT #1)

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

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


(Signature)

November 12, 2025

Date:

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 12th day of Nov 2025 by Nathan Green who is personally known to me or has produced _____ as identification.

My Commission Expires:

1/30/2029

Notary Public





DIANA LYNN GITHER
Notary Public
State of Florida
Comm# HH633911
Expires 1/30/2029

(Page 3 of 3 ATTACHMENT #1)

ATTACHMENT #2 – DRUG FREE WORKPLACE

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

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

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

Bidder/Contractor Name: The Green-Simmons Company, Inc.

Mailing Address: 3407 North W St., Pensacola, FL 32505

Telephone Number: 850-429-0144

Fax Number: 850-429-0145

E-mail Address: nathan@green-simmons.com

FEIN: 59-3386617

	Nathan Green / President	November 12, 2025
Authorized Signature	Printed Name/Title	Date

ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA
Access Improvements – Brookmeade Park
CONFLICT OF INTEREST STATEMENT

A. THIS SWORN STATEMENT IS SUBMITTED
BY The Green-Simmons Company, Inc.

[Name of entity submitting sworn statement]

whose business address

is 3407 North W St, Pensacola, FL, 32505

and (if applicable) its Federal Employer Identification Number
(FEIN) is 59- 3386617.

My name is Nathan A. Green and my relationship to the
above entity is Owner/President.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 26-11-13-PMO for
RC Track Cover and Park Improvements – Brookmeade Park Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended, or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

(Page 1 of 3 ATTACHMENT #3)

6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(Page 2 of 3 ATTACHMENT #3)

3. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Bidder/Contractor Name: The Green-Simmons Company, Inc.

Mailing Address: 3407 North W St, Pensacola, FL, 32505

Telephone Number: 850-429-0144

Fax Number: 850-429-0145

E-mail Address: nathan@green-simmons.com

FEIN: 59-3386617



Authorized Signature

Nathan Green / President

Printed Name/Title

November 12, 2025

Date

(Page 3 of 3 ATTACHMENT #3)

ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: The Green-Simmons Company, Inc.
Mailing Address: 3407 North W St, Pensacola, FL, 32505
Telephone Number: 850-429-0144 Fax Number: 850-429-0145
E-mail Address: nathan@green-simmons.com FEIN: 59-3386617

	<u>Nathan Green / President</u>	<u>November 12, 2025</u>
Authorized Signature	Printed Name/Title	Date

ATTACHMENT #5 - ADDENDUM RECEIPT ACKNOWLEDGEMENT

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>1</u>	Dated: <u>10/24/2025</u>
Addendum No. <u>2</u>	Dated: <u>11/5/2025</u>
Addendum No. <u>3</u>	Dated: <u>11/7/2025</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: The Green-Simmons Company, Inc.
Mailing Address: 3407 North W St, Pensacola, FL, 32505
Telephone Number: 850-429-0144 Fax Number: 850-429-0145
E-mail Address: nathan@green-simmons.com FEIN: 56-3386617

	<u>Nathan Green / President</u>	<u>November 12, 2025</u>
Authorized Signature	Printed Name/Title	Date

ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) [26-11-13-PMO PROPOSAL FOR RC Track Cover & ADA Access Improvements – Brookmeade Park PUBLIC ACCESS FORM

The Green-Simmons Co, Inc, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

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

(Page 1 of 2 ATTACHMENT #6)

- 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: The Green-Simmons Company, Inc.
Mailing Address: 3407 North W St, Pensacola, FL, 32505
Telephone Number: 850-429-0144 Fax Number: 850-429-0145
E-mail Address: nathan@green-simmons.com FEIN: 56-3386617

	<u>Nathan Green / President</u>	<u>November 12, 2025</u>
Authorized Signature	Printed Name/Title	Date

(Page 2 of 2 ATTACHMENT #6)

ATTACHMENT #7 - CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: The Green-Simmons Company, Inc.
Mailing Address: 3407 North W St, Pensacola, FL, 32505
Telephone Number: 850-429-0144 Fax Number: 850-429-0145
E-mail Address: nathan@green-simmons.com FEIN: 56-3386617

	<u>Nathan Green / President</u>	<u>November 12, 2025</u>
Authorized Signature	Printed Name/Title	Date

(page 2 of 2, Attachment #7)

ATTACHMENT #8 - SUBCONTRACTOR PARTICIPATION

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: [26-11-13-PMO]	
Title: RC Track Cover & ADA Access Improvements – Brookmeade Park		Total Project Amount: \$ 634,000	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
NA	Bearden Electric PO Box 849, Fort Walton Bch 850-863-2131	Electrical	2.2%
			\$ 13,967.00
NA	Cockrell Metals 3537 North W St, Pensacola 850-741-3993	PEMB & Roofing	45.43%
			\$288,000.00
		Plumbing	
		Masonry	
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			47.63%
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			0%

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

(page 1 of 2, Attachment #8)

When applicable, the Proposer will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Bidder/Contractor Name: The Green-Simmons Company, Inc.
Mailing Address: 3407 North W St, Pensacola, FL 32505
Telephone Number: 850-429-0144 Fax Number: 850-429-0145
E-mail Address: nathan@green-simmons.com FEIN: 56-3386617

	<u>Nathan A Green</u>	<u>November 12, 2025</u>
Authorized Signature	Printed Name/Title	Date

(page 2 of 2, Attachment #8)

ATTACHMENT #9 - REFERENCES

Reference 1:	
Project Name: New Fire Station #10, Montgomery Alabama	
Type of Project/Service: Construction of a 22,000-square-foot fire station	
Address: 1920 South Court St, Montgomery, AL, 36104	
Contracting Agency/Client: The City Of Montgomery / Jacobs Engineering	
Contact Name and Phone #: Bradley Pemberton / 334-850-2505	
Contact Email Address and Fax #: Bradley.Pemberton@jacobs.com	
Contract Amount: \$11,269,010.00	Date Work Performed: Feb 2025
Reference 2:	
Project Name: Creative Learning Academy Expansion	
Type of Project/Service: New construction of a two-story, approximately 14,300 SF middle school building.	
Address: 3151 Hyde Park Rd, Pensacola, FL 32505	
Contracting Agency/Client: Creative Learning Academy	
Contact Name and Phone #: Kim Stafford / 850-432-1768	
Contact Email Address and Fax #: kstafford@creativelearningacademy.org	
Contract Amount: \$7,255,619.00	Date Work Performed: Aug 2025
Reference 3:	
Project Name: Gulf Coast Center for Ecotourism & Sustainability	
Type of Project/Service: New eight building, 12-acre education and sustainability campus	
Address: 1650 Eco Trail, Gulf Shores, AL, 36542	
Contracting Agency/Client: Architecture Works	
Contact Name and Phone #: ROGER A. MAINOR / 205-320-0880, ext. 1013	
Contact Email Address and Fax #: rmainor@architectureworks.com	
Contract Amount: \$11,579,194.00	Date Work Performed: March 2025

The Proposer shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

ATTACHMENT #11 – MBE Certification

This is to certify to the City of Crestview that The Green-Simmons Co, Inc. (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
 4. ☐ No qualified minority and women's businesses were located after making good faith efforts to identify qualified businesses.
 - 5.
2. ☒ Solicited minority and women's businesses whenever they are potential sources, or
 6. ☐ No qualified minority and women's businesses were identified as potential sources after making good faith efforts to identify qualified businesses.
 - 7.
3. ☐ Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses, or
 8. ☒ It was not economically feasible to divide requirements into small tasks or quantities on this project for the following reason(s):
 9. _____
 10. _____
 11. _____
4. ☐ Where feasible, established delivery schedules which will encourage participation by minority and women's businesses, or
 12. ☒ It was not feasible to establish alternative delivery schedules for this project for the following reason(s):
 13. _____
 14. _____
 15. _____
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

Date

November 12, 2025

President

Title



Insurance & Bonds

October 21, 2025

City of Crestview
Crestview City Hall - City Clerk's Office
198 North Wilson Street
Crestview, Florida 32536

Re: The Green-Simmons Company, Inc.
Project: RC Track Cover and Park Improvements – Brookmeade Park - RFP #26-11-13-PMO

To Whom It May Concern:

McGriff, a Marsh & McLennan Agency LLC Company has had the privilege of providing bonds for The Green-Simmons Company, Inc. since its inception. During this relationship, we have had the opportunity to observe outstanding performance. We consider The Green-Simmons Company, Inc. among our most valued surety clients. The Green-Simmons Company, Inc. and their owners have the resources to financially qualify for individual projects in the \$20,000,000 range, with a total aggregate program in the range of \$30,000,000.

Atlantic Specialty Insurance Company, located at 605 Highway 169 North, Suite 800, Plymouth, MN 55441, is their Surety. Atlantic Specialty Insurance Company is authorized and licensed to do business in all 50 states with an A.M. Best Rating of A+ (Superior) and Financial Size Category of XV. Atlantic Specialty Insurance Company has a Federal Treasury Listing of \$103,589,000.

It is our understanding that The Green-Simmons Company, Inc. will be submitting a proposal to you. Should they be awarded a project, we anticipate no problem in being able to provide 100% Performance and Payment bond based on the contract price. Any approvals would be subject to an appropriate review of the contract terms, bond forms, project financing and any other pertinent underwriting details.

Please feel free to contact me if you have any questions on this fine account.

Sincerely,

Mark W. Edwards, II
Executive Vice President – Surety

2000 International Park Drive, Suite 600, Birmingham, AL 35243
Tel: (205) 252-9871

McGriff Insurance Services, Inc.



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

GREEN, NATHAN ANTHONY

THE GREEN SIMMONS COMPANY INC
3407 NORTH W STREET
PENSACOLA FL 32505

LICENSE NUMBER: CGC058805

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 10/01/2024

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.

State of Florida

Department of State

I certify from the records of this office that THE GREEN-SIMMONS COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on June 14, 1996.

The document number of this corporation is P96000051259.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 20, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of September,
2025*




Secretary of State

Tracking Number: 9565268701CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P96000051259

Entity Name: THE GREEN-SIMMONS COMPANY, INC.

Current Principal Place of Business:

3407 NORTH W STREET
PENSACOLA, FL 32505-4054

Current Mailing Address:

3407 NORTH W STREET
PENSACOLA, FL 32505-4054

FEI Number: 59-3386617

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GREEN, NATHAN A
3407 NORTH W STREET
PENSACOLA, FL 32505 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name GREEN, NATHAN A
Address 6561 TIDAL BAY DRIVE
City-State-Zip: MILTON FL 32583

Title S
Name GULSBY, KIMBERLY B
Address 1831 CEDAR PARK DR.
City-State-Zip: CANTONMENT FL 32533

Title VP
Name WANNER, MICHAEL D
Address 405 ROCOMMON BLVD
City-State-Zip: NICEVILLE FL 32578

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

SIGNATURE: NATHAN A. GREEN

PRESIDENT

02/20/2025

Electronic Signature of Signing Officer/Director Detail

Date



September 19th, 2025

Re: Green - Simmons Company

To Whom it May Concern:

The Green Simmons Company Inc, has requested that we provide information regarding their banking relationship with Hancock Whitney Bank. The Green Simmons Company Inc has been a customer since July, 2002. They presently maintain one deposit account with an average balance in the mid-six figure range. This account has always been maintained satisfactorily.

As a side note, the Green-Simmons Company had a business revolving line of credit that was closed per the customer's request. The line of credit limit was in the low 6 figures and carried a zero balance for most of the term. The line of credit relationship was always handled as agreed.

We consider the Green-Simmons Company an excellent and valued customer.

Should you require additional information, please contact me at (850)444-3231 or email to Robert.maloy@hancockwhitney.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "R Maloy", is written over a horizontal line.

Robert Maloy

SVP, Commercial Lending

101 West Garden Street

Pensacola, FL 32502

850-444-3264

robert.maloy@hancockwhitney.com

101 W Garden Street, Pensacola, FL 32502
hancockwhitney.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2025

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

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

PRODUCER
Acrisure Southeast Partners Insurance Services LLC
1317 Citizens Blvd
Leesburg FL 34748

CONTACT
NAME: Daniels Commercial Insurance, LLC
PHONE (A/C, No, Ext): 850-308-7710 FAX (A/C, No): 850-308-7716
E-MAIL ADDRESS: service@dcinsllc.com

INSURED
The Green-Simmons Company, Inc.
3407 N. W St.
Pensacola FL 32505

GREESIM-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 201016904

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP3760619	7/15/2025	7/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP			CAP3760620	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Limit \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3760621	7/15/2025	7/15/2026	EACH OCCURRENCE \$ AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		WC3760618	7/15/2025	7/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased, Rented or Borrowed			CLP3760619	7/15/2025	7/15/2026	Any one Item 250,000 Any one Event 500,000

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

CERTIFICATE HOLDER

The Green-Simmons Company, Inc.
3407 N. W St.
Pensacola FL 32505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
The Green-Simmons Company, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
3407 N W Street

6 City, state, and ZIP code
Pensacola, FL 32505

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] []
OR
Employer identification number
5 9 - 3 3 8 6 6 1 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Kimberly D. D. D.

Date 09/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TAB E

Additional Items/Services Offered



E | ADDITIONAL ITEMS

Green-Simmons (G-S) recognizes that the successful delivery of critical public safety facilities depends not only on management skills and design excellence, but also on clear communication, responsive service, and effective collaboration. The G-S team has completed multiple pre-engineered metal building projects, including but not limited to fire stations, fire training facilities, emergency response centers, and warehouses and storage facilities for federal, state, and municipal clients while consistently meeting schedule, budget, and performance requirements.

In addition to our technical qualifications, the G-S team brings:

- **Proactive project management**, where G-S emphasizes early identification and prompt resolution of potential design or construction issues to minimize their adverse impacts on the project schedule or costs. In proactive project management, we strive to foresee upcoming causes and effects and mitigate their impacts, rather than allowing them to occur and then responding after the fact. Rather than clean up the spilled milk, we'd rather move the cup away from the edge of the counter. Our management style is proactive rather than reactive.
- **Strong multi-discipline coordination**, where the G-S team leverages the knowledge and experience of the design team, the subcontracting team, and the G-S management team into a single coordinated and cohesive entity that will strive to deliver a facility exceeding expectations, but at a minimum meeting the specified requirements.
- **Commitment to client service**, where the G-S team, from top to bottom remains accessible to the client throughout the life of the contract, where senior management remains involved in the project from the proposal process through to the end of the warranty period, and where as a matter of company policy, the firm remains committed to providing the City of Crestview with open, transparent, and collaborative customer service.
- **Experience with resilient and sustainable design**, where the G-S team brings to the table its decades of pre-engineered metal building design and construction experience to include recent sustainable fire station projects, proving that our team can provide facilities that are compliant, sustainable, durable, efficient, and adaptable to future operational needs.

Green-Simmons views this contract as a long-term partnership with the City of Crestview, grounded in our shared commitment to the City's residents. Together, we will provide resilient, sustainable, and functional park improvements that not only support the park's mission but also reflect responsible stewardship of public resources. By combining Green-Simmons' proven construction leadership with our design process expertise, our team ensures facilities that meet today's operational demands while providing lasting value for the community well into the future.

3407 N W Street
Pensacola, FL
32505

EDUCATION

Bachelor
of Building
Construction |
1989 | University
of Florida

CERTS.

USACE CQMC

OSHA 30

AVAILABILITY

Current Workload:
30%

Anticipated
Workload in the
next 6 months:
30%

Commitment to
this project: 70%

RELEVANT EXPERIENCE

Design-Build Fire Station #2, Tyndall Air Force Base, FL - \$12.3M | 13,480 SF | Senior Project Manager

New one-story fire station with three apparatus bays, administrative areas, and living quarters, engineered for sustainability and hurricane resilience. Mr. Green was the Senior Project Manager for the project.

Design-Build Flightline Fire Station #1, Eglin Air Force Base, FL - Est. \$12.4M | 27,800 SF | Completed 2021 | Principal-in-Charge | Senior Project Manager

New headquarters fire station and emergency operations center, build to sustainability standards, with five apparatus bays, administrative and training areas, dispatch and 911 call center, residential living quarters, and kitchen to support firefighting, EMS, and main-base emergency operations. Mr. Green was the Senior Project Manager for the project.

Design-Build Fire Training Facility, Eglin Air Force Base FL - \$708K | 3,050 SF | Completed 2017 | Principal-in-Charge | Project Manager

Designed and built a new four-story (50') fire training facility for the USAF fire department on Eglin AFB. The training facility included a tower, burn rooms, dark rooms, upper roof rappelling platform, framed openings, stairwells, ladders, roof hatch, and other simulation scenarios. Mr. Green was the Project Manager for the project.

Design-Build Fire Training Facility, Hurlburt Field FL - \$537K | 3,050 SF | Completed 2015 | Principal-in-Charge | Project Manager

Designed and built a new three-story (30') fire training facility for the USAF fire department on Hurlburt Field. The training facility included burn room, ladders, rappelling section, stairwell, roof hatch, a tower section, a residential section, a burn room annex, movable walls, auto extraction pad, drafting pit, and electrical and lighting systems. Mr. Green was the Project Manager for the project.

Pensacola Beach Fire Station, Escambia County FL - \$3.8M | 7,200 SF | Completed 2009 | Principal-in-Charge | Project Manager

New two-story cast-in-place concrete fire station with three apparatus bays, administrative areas, and living quarters, engineered for sustainability and hurricane resilience. Mr. Green was the Project Manager for the project.

Fire Station No. 1, Pensacola, FL - \$3.0M | 28,100 SF | Completed 2002 | Principal-in-Charge | Project Manager

New fire station and headquarters with three apparatus bays, administrative areas, kitchens, showers, and living quarters, along with a second standalone building for headquarters administrative operations. Mr. Green was the Project Manager for the project.



NATHAN GREEN

President & Senior Project Manager

Nathan Green has over 30 years of experience in construction and construction management, on a wide range of commercial project types primarily for federal (DOD) and municipal clients. Mr. Green's recent experience includes the construction of three fire stations, two of which were delivered through the Design-Build method of project delivery.

Mr. Green has extensive experience in all phases of project design and construction, including design conformance, constructability cost analysis, construction document quality control, sustainable building practices, subcontractor negotiation and selection, construction administration, quality assurance and control, project safety, Owner's ODP programs, project close-out, and warranty management.

CONTACT

nathan@green-simmons.com
(850) 429-0144

3407 N W Street
Pensacola, FL
32505

EDUCATION

Retired USAF
Master Sergeant

USACE Courses:
Construction
Quality
Management
for Contractors |
Negotiating
Contract
Modifications |
Estimating
For Contract
Modifications |
Civil Engineering
Management

CERTS.

USACE CQMC
OSHA 30

AVAILABILITY

Current Workload:
8%

Anticipated
Workload in the
next 6 months:
12%

Commitment to
this project: 88%

RELEVANT EXPERIENCE

Design-Build Fire Station #2, Tyndall Air Force Base, FL - \$12.3M | 13,480 SF | Lead Project Manager

New one-story fire station with three apparatus bays, administrative areas, and living quarters, engineered for sustainability and hurricane resilience. Mr. Wanner was the lead Project Manager providing comprehensive management and coordination of the design and construction team, ensuring RFP and environmental compliance, constructability, quality assurance, project safety, and adherence to the project schedule.

Design-Build Flightline Fire Station #1, Eglin Air Force Base, FL - Est. \$12.4M | 27,800 SF | Completed 2021 | Lead Project Manager

New headquarters fire station and emergency operations center, build to sustainability standards, with five apparatus bays, administrative and training areas, dispatch and 911 call center, residential living quarters, and kitchen to support firefighting, EMS, and main-base emergency operations. Mr. Wanner was the lead Project Manager providing comprehensive management and coordination of the design and construction team, ensuring RFP and environmental compliance, constructability, quality assurance, project safety, and adherence to the project schedule.

Fire Station #10, Montgomery, AL - \$11.3M | 22,000 SF | Completed 2025 | Project Manager

New fire station with three apparatus bays, administrative areas, living quarters, kitchen, training rooms, and a tornado shelter built within. Mr. Wanner was the Project Manager providing comprehensive management and coordination of the construction effort, ensuring specification compliance, subcontractor coordination, quality assurance, project safety, and adherence to the project schedule.

New Middle School for Creative Learning Academy, Pensacola, FL - \$57.3M | 14,300 SF | Completed 2025 | Lead Project Manager

New two-story steel-framed middle school building with ten classrooms, design labs, library, restrooms, flex space, meeting areas, and outdoor learning and gathering areas. The project included an ODP materials program administered by the contractor. Mr. Wanner was the Lead Project Manager providing comprehensive management and coordination of the construction effort, ensuring specification compliance, subcontractor coordination, quality assurance, effective ODP Program, project safety, and adherence to the project schedule.



MICHAEL WANNER

Vice President & Lead Project Manager

Michael Wanner has over 28 years of experience in construction and construction management, on a wide range of project types primarily for federal (DOD) and municipal clients. Mr. Wanner's recent experience includes the construction of numerous fire stations, two of which were delivered through the Design-Build method of project delivery.

Mr. Wanner has extensive experience in all phases of project design and construction, including design conformance, constructability cost analysis, construction document quality control, sustainable building practices, subcontractor negotiation and selection, construction administration, construction quality control, project safety, Owner's ODP programs, project close-out, and warranty management.

CONTACT

mwanner@green-simmons.com
(850) 429-0144

3407 N W Street
Pensacola, FL
32505

EDUCATION

Bachelor of
Accounting | 1995
| University of
West Florida

USACE Courses:
Construction
Quality
Management for
Contractors

CERTS.

USACE CQMC

OSHA 30

AVAILABILITY

Current Workload:
5%

Anticipated
Workload in the
next 6 months:
9%

Commitment to
this project: 100%

RELEVANT EXPERIENCE

Design-Build Fire Station #2, Tyndall Air Force Base, FL - \$12.3M | 13,480 SF | Quality Control Manager

New one-story fire station with three apparatus bays, administrative areas, and living quarters, engineered for sustainability and hurricane resilience. Mr. Arnold was the Contractors' Quality Control Manager, implementing and managing the project's quality assurance and control from design through to construction, close-out, and warranty. Mr. Arnold helped ensure that a quality end product, conforming to the RFP and sustainability requirements, was delivered safely and within the project timeline.

Design-Build Flightline Fire Station #1, Eglin Air Force Base, FL - Est. \$12.4M | 27,800 SF | Completed 2021 | Quality Control Manager

New headquarters fire station and emergency operations center, build to sustainability standards, with five apparatus bays, administrative and training areas, dispatch and 911 call center, residential living quarters, and kitchen to support firefighting, EMS, and main-base emergency operations. Mr. Arnold was the Contractors' Quality Control Manager, implementing and managing the project's quality assurance and control from construction, through close-out, and warranty. Mr. Arnold helped ensure that a quality end product, conforming to the RFP and sustainability requirements, was delivered safely and within the project timeline.

Fire Station #10, Montgomery, AL - \$11.3M | 22,00 SF | Completed 2025 | Superintendent – Quality Control Manager – Safety Officer

New fire station with three apparatus bays, administrative areas, living quarters, kitchen, training rooms, and a tornado shelter built within. Mr. Arnold served as the Superintendent, Quality Control Manager, and Safety Officer for the project. He provided daily management of all site aspects of the project at the project site, including but not limited to contract administration, subcontractor coordination, quality assurance and control, project safety, and adherence to the project schedule.

New Middle School for Creative Learning Academy, Pensacola, FL - \$57.3M | 14,300 SF | Completed 2025 | Assistant Superintendent – Safety Officer

New two-story steel-framed middle school building with ten classrooms, design labs, library, restrooms, flex space, meeting areas, and outdoor learning and gathering areas. The project included an ODP materials program administered by the contractor. Mr. Arnold served as the assistant Superintendent and Safety Officer helping the primary provide subcontractor coordination, quality assurance and control, project safety, and adherence to the project schedule.



TOM ARNOLD

Superintendent/Quality Control/Safety Officer

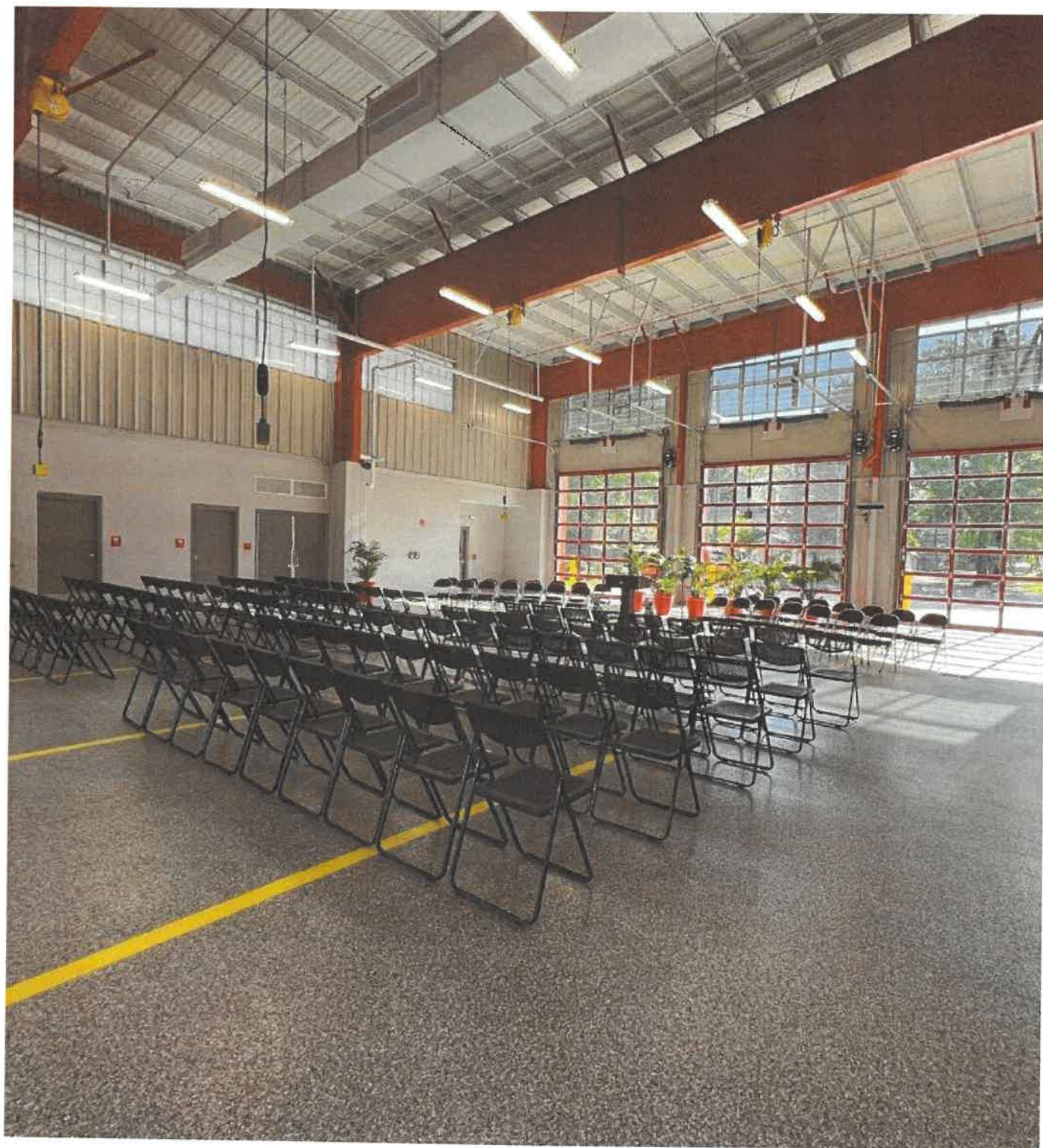
Tom Arnold has over 28 years of experience in construction and on-site construction management, on a wide range of commercial project types primarily for federal (DOD) and municipal clients. Mr. Arnold's recent expertise includes participation in the construction of three fire stations, two of which were delivered through the Design-Build method of project delivery.

Tom Arnold has extensive experience in all phases of commercial construction, including estimating, contract administration, conformance to sustainability requirements, project horizontal and vertical control, project scheduling, subcontractor management, contractor quality control, project safety, Owner's ODP programs, project close-out, and warranty management.

CONTACT

tom@green-simmons.com
(850) 429-0144

Cost Proposal



ATTACHMENT A – COST PROPOSAL FORM

BASE BID – RC Track Cover		
Item	Description	Price
1	Mobilization, site preparation, erosion and stormwater controls	\$ 35,000.00
2	Design services and final signed/sealed permit-ready construction documents	\$ 25,000.00
3	Construction of RC Track cover structure (per Scope of Work)	\$ 569,000.00
4	Project closeout, including walk-through, as-builts, O&M manuals, warranty	\$ 5,000.00

* Clarification: PEMB steel is shop prime only.

TOTAL BASE BID PRICE \$ 634,000

ALTERNATE BIDS		
Item	Description	Price
A1	ADA-compliant lift to RC control tower (per Scope of Work)	\$ 50,000.00
A2	Electrical system for RC Track cover (per Scope of Work)	\$ 55,000.00
A3	Bathroom facility per City plans (per Scope of Work)	\$ 210,000.00

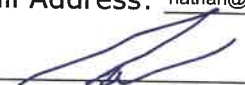
TOTAL ALTERNATE BID PRICE \$ 323,000.00

(Page 1 of 2 ATTACHMENT #A)

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the Cost Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: The Green-Simmons Company, Inc.
Mailing Address: 3407 North W St, Pensacola, FL, 32505
Telephone Number: 850-429-0144 Fax Number: 850-429-0145
E-mail Address: nathan@green-simmons.com FEIN: 59-3386617



Authorized Signature Nathan A. Green / President November 12, 2025
Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #A)

ATTACHMENT A – COST PROPOSAL FORM

BASE BID – RC Track Cover		
Item	Description	Price
1	Mobilization, site preparation, erosion and stormwater controls	\$ 45,283.60
2	Design services and final signed/sealed permit-ready construction documents	\$ 13,585.10
3	Construction of RC Track cover structure (per Scope of Work)	\$ 380,382.96
4	Project closeout, including walk-through, as-builts, O&M manuals, warranty	\$ 13,585.10

TOTAL BASE BID PRICE \$ 452,836.76

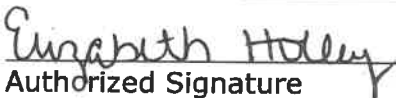
ALTERNATE BIDS		
Item	Description	Price
A1	ADA-compliant lift to RC control tower (per Scope of Work)	\$ 57,110.00
A2	Electrical system for RC Track cover (per Scope of Work)	\$ 52,796.67
A3	Bathroom facility per City plans (per Scope of Work)	\$ 116,097.67

TOTAL ALTERNATE BID PRICE \$ 226,004.34

(Page 1 of 2 ATTACHMENT #A)

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the Cost Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: Holley Developement Corporation
Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425
Telephone Number: 850-768-4477 Fax Number: N/A
E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794
 Elizabeth Holley 11/12/2025
Authorized Signature Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #A)

Holley Development Corporation



406 S. Waukesha St. Bonifay, FL 32425
General Contractor License# CGC1517549
Roofing License# CCC1334154

Holley Development Corporation

406 S Waukesha St.
Bonifay, Florida 32425
Phone: (850) 768-4477
Email: lizholley@hdcorp.us

November 12, 2025

City of Crestview

Attn: Heather Sutton
PO Box 1209
198 N Wilson Street
Crestview, FL 32536
RE: RFP #26-11-13-PMO

Dear Ms. Sutton,

On behalf of Holley Development Corporation, I am pleased to submit this proposal in response to RFP #26-11-13 PMO. With nearly two decades of experience in general contracting, including the construction of open-sided metal structures, ADA-compliant access improvements, and park infrastructure enhancements, we are confident in our ability to deliver this project with excellence. Our work consistently demonstrates a commitment to quality, compliance, and community-centered solutions.

We understand the importance of balancing quality, schedule, and budget. Holley Development Corporation is built on a foundation of integrity, continuous learning, and dedication to exceptional service. Our proposed Project Manager and General Contractor, Jason Holley, will serve as the primary point of contact and brings over 20 years of construction leadership experience to this role. Jason will be supported by a qualified team that brings hands-on expertise, innovative problem-solving, and a strong track record of delivering government projects on time and within budget.

Our company is well-versed in the codes, permitting, and compliance requirements specific to the State of Florida and has successfully completed numerous municipal and recreational facility projects over the past twenty years. We pride ourselves on responsiveness, clear communication, and our ability to adapt quickly to project changes without compromising outcomes.

We believe Holley Development Corporation is the best choice for this contract due to our:

- Deep experience in recreational and public infrastructure projects
- Proven ability to deliver quality construction under tight timelines
- Strong understanding of ADA, safety, and local compliance standards

Holley Development Corporation

- SBA certification as a Woman Owned Small Business
- Commitment to clear communication and client satisfaction

We appreciate your time and consideration of our qualifications. We look forward to the opportunity to contribute to the City's goals through thoughtful planning, expert execution, and a partnership built on trust. Please feel free to reach out directly with any questions or to schedule a meeting.

Sincerely,



Elizabeth Holley
President, Holley Development Corporation
406 S Waukesha St.
Bonifay, Florida 32425
Email: lizholley@hdcorp.us
Phone: (850) 768-4477

Holley Development Corporation



Table of Contents

Tab A Organizational Qualifications and Key Personnel

Litigation

Financial Plan

Tab B Similar Projects, Past Performances

Tab C Project Approach/Work Plan

Tab D Required Forms

Tab E Additional Information

Holley Development Corporation

Holley Development Corporation

Litigation Summary

The single litigation matter that meets the criteria in the bid documents is as follows:

Holmes County Case No. 2023-CA-000103

Nature of the Project: Firehouse Expansion

Nature of Dispute/Claim: Allegations of defective work

Brief Description of the case: The case involved a firehouse expansion project completed by Holley Development Corporation for the City of Bonifay. The City of Bonifay retained Dewberry Engineering to design the project and perform construction administration, which included inspections of the work and review of applications for payment. At the end of the project, Dewberry Engineering inspected the project and determined that it was complete per its design and signed off on final payment. Dewberry Engineering did not allege any deviations from their plans or require any further re-work. The City of Bonifay did not make its final payment and, instead, retained other engineers who took the position that there were defects in Holley Development Corporation's work. Holley Development Corporation replied in detail to each allegation. The majority of the allegations were related to defects inherent in the original structure, defects inherent in the design that Holley Development Corporation strictly followed, and concerns related to product selections made by the City of Bonifay. Nonetheless, the City of Bonifay sued Holley Development Corporation, its own engineer, Dewberry Engineering, and Holley Development Corporation's performance bond surety.

Case Outcome: The case resulted in a negotiated settlement just before trial, with no admission of wrongdoing on the part of Holley Development Corporation. The surety did not recognize the claims as valid and did not participate in the settlement in any way.

Holley Development Corporation

Monetary Amounts Involved: The City of Bonifay claimed damages of approximately \$375,000. A confidential settlement agreement was reached prior to trial. Holley Development Corporation's direct contribution, solely through its insurance carrier, was less than fifteen (15) percent of the claimed damages. The amount paid is consistent with a nuisance value settlement to avoid the costs of litigating the case through trial.



Letter of Prequalification

RE: Principal: Holley Development Corporation
Current Bonding Limits: \$1,000,000 single, \$1,000,000 aggregate
Providing Surety Needs Since: 2025

We are pleased to write to you concerning the above principal. We would anticipate no problems providing the customary performance and payment bonds for their normal scope of work should they enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A IX" company and is an admitted surety in all states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although this principal has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

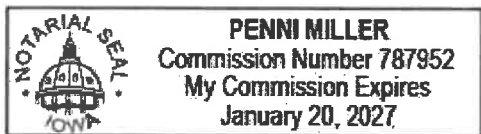
Please contact us with any concerns or if we can be of further service.

Jason Dettbarn, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Dallas)

On this 12th day of November, before me personally appeared Jason Dettbarn, of Merchants Bonding Company, who being sworn, stated that he/she is Attorney-In-Fact for the surety and that he/she signed this instrument for the surety.



Penni Miller, Notary Public
My commission expires: January 20, 2027

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jason Dettbarn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of November, 2025.

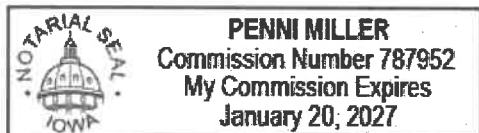


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 12th day of November, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of November, 2025.



William Warner Jr.
Secretary

Holley Development Corporation



406 S. Waukesha St. Bonifay, FL 32425
General Contractor License# CGC1517549
Roofing License# CCC1334154

TAB B Similar Projects, Past Performance

1. PONCE DE LEON CLINIC AND GYM REROOF

Client: Town of Ponce De Leon

Address: Ponce De Leon, FL

Dates of Engagement: 2024 – 2025

Contract Amount: \$1,600,000

Description of Services: Constructed a new public clinic and reroofed the adjacent gymnasium. All work was completed with ADA-compliant access and full coordination with local health services.

Project Team: Jason Holley, Liz Holley, Kathy Heinrich

Customer Contact: Stuart Wiggins 850-209-8023 swiggins@dagarchitects.com

2. GRACE CHURCH RENOVATION

Client: Grace Church

Dates of Engagement: 2023 – 2024

Contract Amount: \$5,500,000

Description of Services: Replaced Metal roofs and repaired multiple buildings across church property. Work included community-use facilities with recreational access points.

Project Team: Jason Holley, Liz Holley, Kathy Heinrich

Customer Contact: Carol Musselman 239-699-6340 cmusselman@egracechurch.com

3. WALTON COUNTY ROAD DEPARTMENT BUILDING

Client: Walton County Public Works

Address: Walton County, FL

Dates of Engagement: 2020 – 2021

Contract Amount: \$332,500

Description of Services: Constructed a new metal building for the road department facility., including ADA-compliant site access and stormwater management.

Project Team: Jason Holley, Liz Holley

Customer Contact: David Bush 850-892-8108 busdavid@co.walton.fl.us

RFP # 26-11-13PMO

Holley Development Corporation

Current similar Projects

Fleet Maintenance Building – Panama City Beach: An open-sided pre-engineered metal structure, similar in nature to the proposed RC Track cover, with municipal-level inspection and permitting.

FDEP Florida Aquatics Center- Metal Building installation. Supervision and Installation of metal building components for the State of Florida Department of Environmental Protection.



406 S. Waukesha St. Bonifay, FL 32425
General Contractor License# CGC1517549
Roofing License# CCC1334154

TAB C PROJECT APPROACH / WORK PLAN

City of Crestview – RC Track Metal Roof Cover + ADA Access Improvements at Brookmeade Park

A. WORK PLAN / TECHNICAL APPROACH / PROJECT MANAGEMENT

Holley Development Corporation will provide complete design-build services for the construction of an open-sided metal roof structure over the RC track and, if selected, ADA-compliant access improvements to the RC control tower. We use a client-focused, schedule driven approach, led by a team with deep experience in commercial construction, local permitting, and hands-on project execution. We will provide a Gantt schedule for you once the project is awarded.

Key Project Roles:

- Jason Holley – General Contractor: Oversees all construction activities; supervises subcontractors; ensures code compliance, safety, quality control, and adherence to schedule.
- Kathy Heinrich– Office Manager: Manages permitting documentation, subcontractor coordination, materials tracking, and invoice administration.
- Liz Holley – Project Administrator: Serves as the City’s primary point of contact; responsible for project communication, scheduling, milestone tracking, and RFI handling.

B. SCHEDULE (180-DAY TIMELINE)

We propose a 180-day schedule from the Notice to Proceed, broken down as follows:

Phase Overview:

- Days 1–30: Site Review, Design, Permitting
- Days 31–90: Material Procurement
- Days 91–120: Site Work & Foundation Prep,
- Days 121–150: Roof Installation/ Building erection, electrical, plumbing, bathroom
- Days 151–170: ADA Improvements
- Days 171–180: Final Inspection & Closeout

C. RESOURCE ADEQUACY

Holley Development Corporation confirms full readiness and availability of labor, materials, and equipment for this project.

Resources:

- Personnel: Jason (on-site full-time), Liz (admin and client coordination), Kathy (back-office support)
- Equipment: Excavators, man-lift, telehandlers, scissor lifts
- Subcontractors: Steel fabrication, concrete, and ADA vendors are on standby
- Supplies: Roof system materials pre-sourced with standard lead times included in the schedule

D. SERVICES & TASK ASSIGNMENTS

RFP #26-11-13-PMO

Services Provided:

- Kickoff & Communication: Liz Holley
- Permitting & Coordination: Kathy Heinrich
- Site Work & Construction: Jason Holley
- Structural Installation: Jason Holley
- ADA Construction: Jason Holley
- Closeout: Liz Holley + Kathy Heinrich

E. CURRENT AND PROJECTED WORKLOAD

Our team has structured the upcoming months to prioritize this project. No other major fieldwork will interfere with availability.

- Marianna Regions Wall will be completed December 2025
- FDEP Port St. Joe Park will be completed January 2026
- FDEP Aquatic Center Metal Building Repairs will be completed December 2026
- Brookmeade RC Project: Fully staffed, resources reserved

RFP #26-11-13-PMO

Holley Development Corporation



Tab D Required Forms

ATTACHMENT A – COST PROPOSAL FORM

BASE BID – RC Track Cover		
Item	Description	Price
1	Mobilization, site preparation, erosion and stormwater controls	\$ 45,283.60
2	Design services and final signed/sealed permit-ready construction documents	\$ 13,585.10
3	Construction of RC Track cover structure (per Scope of Work)	\$ 380,382.96
4	Project closeout, including walk-through, as-builts, O&M manuals, warranty	\$ 13,585.10

TOTAL BASE BID PRICE \$ 452,836.76

ALTERNATE BIDS		
Item	Description	Price
A1	ADA-compliant lift to RC control tower (per Scope of Work)	\$ 57,110.00
A2	Electrical system for RC Track cover (per Scope of Work)	\$ 52,796.67
A3	Bathroom facility per City plans (per Scope of Work)	\$ 116,097.67

TOTAL ALTERNATE BID PRICE \$ 226,004.34

(Page 1 of 2 ATTACHMENT #A)

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the Cost Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: <u>Holley Developement Corporation</u>		
Mailing Address: <u>406 S Waukesha St. Bonifay, Florida 32425</u>		
Telephone Number: <u>850-768-4477</u>	Fax Number: <u>N/A</u>	
E-mail Address: <u>lizholley@hdcorp.us</u>	FEIN: <u>20-4040794</u>	
 Authorized Signature	<u>Elizabeth Holley</u> Printed Name/Title	<u>11/12/2025</u> Date

(Page 2 of 2 ATTACHMENT #A)

ATTACHMENT #1 – PUBLIC ENTITY CRIMES

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract
RFP 26-11-13-PMO [number/title]
2. This sworn statement is submitted by Holley Development Corporation
[name of company/firm]
whose business address is 406 S Waukesha St. Bonifay, Florida 32425 and (if
applicable) Federal Employer Identification Number (FEIN) is 20-4040794. If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____
3. My name is Elizabeth Holley and my relationship to the entity named
above is President
4. I understand that a "public entity crime" as defined in Paragraph
287.133(a)(g), Florida Statutes, means a violation of any state or federal law by
a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or
with the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or any agency or political subdivision
of any other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public
entity crime with or without an adjudication of guilt, in any federal or state trial
court of records relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

(Page 1 of 3 ATTACHMENT #1)

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

(Page 2 of 3 ATTACHMENT #1)

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

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

Elizabeth Holly
(Signature)

11/13/25
Date:

STATE OF FLORIDA
COUNTY OF

Holmes

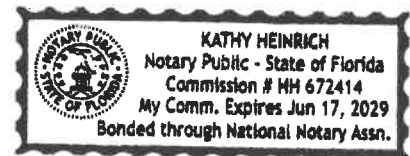
The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 13 day of Nov 2025 by Elizabeth Holly who is personally known to me or has produced _____ as identification.

My Commission Expires:

6-17-2029

Notary Public

Kathy Heinrich



(Page 3 of 3 ATTACHMENT #1)

ATTACHMENT #2 – DRUG FREE WORKPLACE

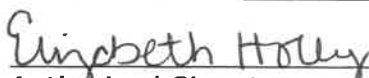
CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

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

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

Bidder/Contractor Name: Holley Developement Corporation
Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425
Telephone Number: 850-768-4477 Fax Number: N/A
E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794


Authorized Signature

Elizabeth Holley, President
Printed Name/Title

11/12/2025
Date

ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA
Access Improvements – Brookmeade Park
CONFLICT OF INTEREST STATEMENT**

A. THIS SWORN STATEMENT IS SUBMITTED

BY Holley Development Corporation

[Name of entity submitting sworn statement]

whose business address

is 406 S Waukesha St. Bonifay, Florida 32425

and (if applicable) its Federal Employer Identification Number
(FEIN) is 20-4040794.

My name is Elizabeth Holley and my relationship to the
above entity is President.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 26-11-13-PMO for
RC Track Cover & ADA Access Improvements- Brookmeade Park Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended, or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

(Page 1 of 3 ATTACHMENT #3)

6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(Page 2 of 3 ATTACHMENT #3)

3. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Bidder/Contractor Name: Holley Developement Corporation
Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425
Telephone Number: 850-768-4477 Fax Number: N/A
E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794

Elizabeth Holley Elizabeth Holley, President 11/12/2025
Authorized Signature Printed Name/Title Date

(Page 3 of 3 ATTACHMENT #3)

ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: Holley Development Corporation
Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425
Telephone Number: 850-768-4477 Fax Number: N/A
E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794

Elizabeth Holley
Authorized Signature

Elizabeth Holley, President
Printed Name/Title

11/12/2025
Date

ATTACHMENT #5 - ADDENDUM RECEIPT ACKNOWLEDGEMENT

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>1</u>	Dated: <u>No date provided on the Addendum, we downloaded it on 10/28</u>
Addendum No. <u>2</u>	Dated: <u>11/5/2025</u>
Addendum No. <u>3</u>	Dated: <u>11/7/2025</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: Holley Development Corporation
Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425
Telephone Number: 850-768-4477 Fax Number: N/A
E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794

<u>Elizabeth Holley</u>	<u>Elizabeth Holley, President</u>	<u>11/12/2025</u>
Authorized Signature	Printed Name/Title	Date

ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) [26-11-13-PMO PROPOSAL FOR RC Track Cover & ADA Access Improvements – Brookmeade Park PUBLIC ACCESS FORM

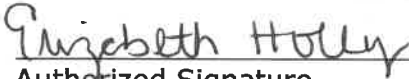
Holley Development Corporation, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- 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.

(Page 1 of 2 ATTACHMENT #6)

- 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: Holley Developement Corporation
Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425
Telephone Number: 850-768-4477 Fax Number: N/A
E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794

	<u>Elizabeth Holley, President</u>	<u>11/12/2025</u>
Authorized Signature	Printed Name/Title	Date

(Page 2 of 2 ATTACHMENT #6)

ATTACHMENT #7 - CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: Holley Developement Corporation
Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425
Telephone Number: 850-768-4477 Fax Number: N/A
E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794

Authorized Signature Elizabeth Holley, President 11/12/2025
Printed Name/Title Date

(page 2 of 2, Attachment #7)

ATTACHMENT #8 - SUBCONTRACTOR PARTICIPATION

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: [26-11-13-PMO]	
Title: RC Track Cover & ADA Access Improvements – Brookmeade Park		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
	Vibrant Electric 318 West James Lee Blvd Crestview, FL 32536	Electric	31,678
	Emerald Bay 1209 Airport Rd Ste 10 Destin, FL 32454	Plumbing	15,500
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			7%
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

(page 1 of 2, Attachment #8)

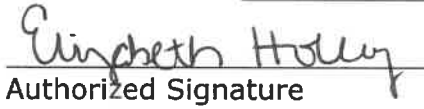
When applicable, the Proposer will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Bidder/Contractor Name: Holley Developement Corporation

Mailing Address: 406 S Waukesha St. Bonifay, Florida 32425

Telephone Number: 850-768-4477 Fax Number: N/A

E-mail Address: lizholley@hdcorp.us FEIN: 20-4040794

	<u>Elizabeth Holley, President</u>	<u>11/12/2025</u>
Authorized Signature	Printed Name/Title	Date

(page 2 of 2, Attachment #8)

ATTACHMENT #9 - REFERENCES

Reference 1:	
Project Name: Ponce De Leon Clinic	
Type of Project/Service: Construct a new Clinic and Reroof a gym	
Address: 1611 Pirate Cove Rd Ponce De Leon, FI	
Contracting Agency/Client: DAG Architects	
Contact Name and Phone #: Stuart Wiggins 850-209-8023	
Contact Email Address and Fax #: swiggins@dagarchitects.com	
Contract Amount: 1,600,000	Date Work Performed: 8/2024-6/2025
Reference 2:	
Project Name: Marianna Regions Wall	
Type of Project/Service: Demo block wall and reconstruct	
Address: 4426 lafayette St. Marianna, FI	
Contracting Agency/Client: Melvin Engineering	
Contact Name and Phone #: David Melving 850-482-3045	
Contact Email Address and Fax #: davidmelvin@melvineng.com	
Contract Amount: 249,000	Date Work Performed: 10/2025
Reference 3:	
Project Name: Grace Church	
Type of Project/Service: Roof and repair buildings	
Address: 13 SE 21st St. PI Cape Coral, FI	
Contracting Agency/Client: Grace Church	
Contact Name and Phone #: Carol Musselman 239-699-6340	
Contact Email Address and Fax #: cmusselman@egracechurch.com	
Contract Amount: 5,400,000	Date Work Performed: 2023-2024

The Proposer shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

ATTACHMENT #10 - STATEMENT OF "NO SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to:

City of Crestview
198 North Wilson Street
P.O. Box 1209

Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR _____,
[Number] titled _____ [TITLE] for the following
reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Bidder/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

ATTACHMENT #11 – MBE Certification

Holley Development Corporation is a SBA certified Woman Owned Business.

This is to certify to the City of Crestview that Holley Development Corporation (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
4. ☒ No qualified minority and women's businesses were located after making good faith efforts to identify qualified businesses.
- 5.
2. ☐ Solicited minority and women's businesses whenever they are potential sources, or
6. ☒ No qualified minority and women's businesses were identified as potential sources after making good faith efforts to identify qualified businesses.
- 7.
3. ☐ Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses, or
8. ☒ It was not economically feasible to divide requirements into small tasks or quantities on this project for the following reason(s):
9. Can not have multiple electricians or plumbers.
10. _____
11. _____
4. ☐ Where feasible, established delivery schedules which will encourage participation by minority and women's businesses, or
12. ☒ It was not feasible to establish alternative delivery schedules for this project for the following reason(s):
13. In order to stay on schedule.
14. _____
15. _____
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.

Elizabeth Holley
Signature

Date

11/12/25

President
Title



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

HOLLEY, TOMMY JASON

HOLLEY DEVELOPMENT CORPORATION
406 S WAUKESHA ST
BONIFAY FL 32425

LICENSE NUMBER: CGC1517549

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HOLLEY, TOMMY JASON

HOLLEY DEVELOPMENT CORPORATION
406 S WAUKESHA ST
BONIFAY FL 32425

LICENSE NUMBER: CCC1334154

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

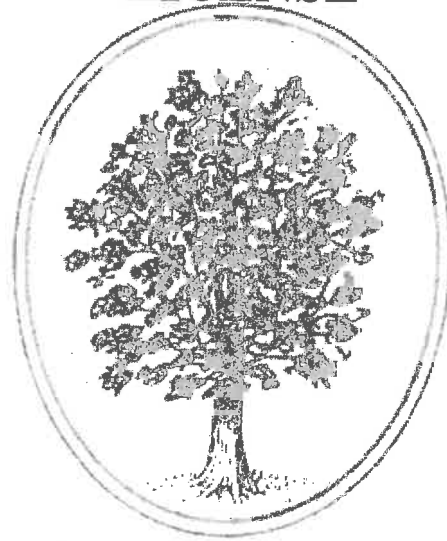
This is your license. It is unlawful for anyone other than the licensee to use this document.



CITY OF BONIFAY

301 N ETHERIDGE ST
BONIFAY, FL 32425-2101

LICENSE



City of Bonifay

LICENSE YEAR: 2026

LICENSE TYPE: MISCELLANEOUS

LICENSE NUMBER: 008483

**EXPIRATION
DATE:** 9/30/2026

ISSUED TO: HOLLEY DEVELOPMENT CORP.

LOCATION: 406 S WAUKESHA ST

BONIFAY FL 32425

THIS LICENSE MUST BE POSTED AND IS NON-TRANSFERABLE

A handwritten signature in dark ink, appearing to read "May Walker", is written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2025

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

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

PRODUCER	Simply Business 53 State Street 19th Floor Boston, MA 02109	CONTACT NAME:	Simply Business
		PHONE (A/C, No, Ext):	(866) 538-7491
		FAX (A/C, No):	
		E-MAIL ADDRESS:	contactus@simplybusiness.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A:	Spinnaker Insurance Company 24376
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HBW5053806XB1	06/17/2025	06/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION OCCUR CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						EACH CLAIM AGGREGATE

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

CERTIFICATE HOLDER

CANCELLATION

City of Crestview
198 North Wilson Street
Crestview, FL 32536

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

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Holley Development Corporation	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 406 S Waukesha St.	Requester's name and address (optional)
6 City, state, and ZIP code Bonifay, Florida 32425	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
2	0		-	4	0	4	0	7	9	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Elizabeth Holley

Date ►

6/18/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Tab E Additional Information



Company ID Number: 2599322



Approved by:

Employer Holley Development Corporation	
Name (Please Type or Print) Elizabeth L Holley	Title
Signature Electronically Signed	Date 01/06/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/06/2025



Company ID Number: 2599322

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Holley Development Corporation
Company Facility Address	406 S Waukesha St Bonifay, FL 32425
Company Alternate Address	
County or Parish	HOLMES
Employer Identification Number	204040794
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



HOLLEY DEVELOPMENT CORPORATION

Unique Entity ID GK1NULQ47MY1	CAGE / NCAGE 8LJL6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 25, 2026	
Physical Address 406 S Waukesha ST Bonifay, Florida 32425-2714 United States	Mailing Address 406 S Waukesha ST Bonifay, Florida 32425-2014 United States	

Business Information

Doing Business as (blank)	Division Name Holley Development Corporation	Division Number (blank)
Congressional District Florida 02	State / Country of Incorporation Florida / United States	URL www.hdcorp.us

Registration Dates

Activation Date Aug 27, 2025	Submission Date Aug 25, 2025	Initial Registration Date May 12, 2020
--	--	--

Entity Dates

Entity Start Date Jan 5, 2006	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Sep 02, 2025 03:42:31 PM GMT
<https://sam.gov/entity/GK1NULQ47MY1/coreData?status=null>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

(blank)

Profit Structure

For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business

Women-Owned Small Business

Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

8LJL6

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****68

Lock Box Number

(blank)

Financial Institution

REGIONS BANK

Account Number

*****63

Automated Clearing House

Phone (U.S.)

3522799701

Email

ar@mysc wd.com

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

Holley Development Corporation

406 S. Waukesha ST

Bonifay, Florida 32425

United States

Taxpayer Information

EIN

*****0794

Type of Tax

Applicable Federal Tax

Taxpayer Name

Holley Development Corporation

Tax Year (Most Recent Tax Year)

2024

Name/Title of Individual Executing Consent

President

TIN Consent Date

Aug 25, 2025

Address

406 S. Waukesha ST.

Bonifay, Florida 32425

Signature

Elizabeth L Holley

Points of Contact

Accounts Receivable POC

✱

Elizabeth Holley

Sep 02, 2025 03:42:31 PM GMT

<https://sam.gov/entity/GK1NULQ47MY1/coreData?status=null>

lizholley@hdcorp.us
8507684477

Electronic Business

Elizabeth Holley
lizholley@hdcorp.us
8507684477

406 S. Waukesha ST.
Bonifay, Florida 32425
United States

Government Business

Elizabeth Holley
lizholley@hdcorp.us
8507684477

406 S. Waukesha ST.
Bonifay, Florida 32425
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	115310	Support Activities For Forestry
	236115	New Single-Family Housing Construction (Except For-Sale Builders)
	236116	New Multifamily Housing Construction (Except For-Sale Builders)
	236117	New Housing For-Sale Builders
	236118	Residential Remodelers
	236210	Industrial Building Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238910	Site Preparation Contractors

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
\$2,775,775.00

Number of Employees (in accordance with 13 CFR 121)
4

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Sep 02, 2025 03:42:31 PM GMT
<https://sam.gov/entity/GK1NULQ47MY1/coreData?status=null>

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

Alabama

Florida

Louisiana

Counties

(blank)

Metropolitan Statistical Areas

(blank)



U.S Small Business
Administration

800-827-5722 | www.sba.gov
Office | 409 3rd St, SW. | Washington DC 20416

Women-Owned Small Business (WOSB)

Supplemental Information

Congratulations and welcome to the U.S. Small Business Administration's (SBA) Women-Owned Small Business Federal Contract Program (WOSB Program). Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Women Owned Small Business (WOSB) .

What you need to know

- HOLLEY DEVELOPMENT CORPORATION is certified as a Women Owned Small Business (WOSB) and publicly listed at <https://search.certifications.sba.gov/>.
- You must renew your certification every three years from the certification date specified in the certification approval letter. SBA will send certification renewal notifications beginning 90 days prior to that date.
- SBA may conduct a program examination at your office, work site, or virtually during your certification period to verify your continuing eligibility.

What you need to do if something changes

You must notify SBA of any changes that could affect program eligibility, within 30 calendar days of any such change. Such changes include, but are not limited to, the following

1. a change in business ownership
2. a change in control or management of the business
3. a change in business structure
4. a bankruptcy filing or business closure
5. a change in outside employment of the qualifying owner
6. a change that results in a director, officer or employee of the firm receiving compensation that exceeds the compensation received by the qualifying owner who holds the highest officer position

Please inform SBA of changes by sending an email with a detailed description of the changes to CertificationCompliance@sba.gov. Please do not email any supporting documentation. We will reach out with specific instructions if additional documentation is needed to support your change

request. Failure to report eligibility changes within 30 days of the change could result in civil and criminal penalties; a referral to the Debarment and Suspension Committee, and decertification and removal from the WOSB Program.

We wish you the best of luck as a certified Women Owned Small Business.



All SBA programs and services are extended to the public on a nondiscriminatory basis.



U.S Small Business
Administration

800-827-5722 | www.sba.gov
Office | 409 3rd St, SW. | Washington DC 20416

HUBZone Program

Supplemental Information

Congratulations and welcome to the U.S. Small Business Administration's (SBA) HUBZone Program! Your HUBZone certification date is **10/08/2025**.

The information below sets forth requirements related to the business' continued HUBZone eligibility and its responsibilities as a certified HUBZone small business concern.

As a certified HUBZone small business concern, the business may receive program benefits, including eligibility for HUBZone set-aside awards, HUBZone sole source awards, the HUBZone Price Evaluation Preference in full and open competition, and HUBZone reserves. These benefits come with important responsibilities, including:

- **Verifying that the HUBZone certification correctly appears on your business's SBS and SAM.gov profiles.** If it does not, contact the MySBA Certifications help desk at [1-866-443-4110](tel:1-866-443-4110).
- **Recertifying on a triennial basis that the business meets the HUBZone eligibility requirements.** The date listed at the top of this letter is the business' HUBZone certification date. Every third year, you must recertify your HUBZone eligibility. For additional information on requirements for maintaining HUBZone certification, please see [eCFR :: 13 CFR 126.500 -- How does a concern maintain HUBZone certification?](#)
- **Checking SBA's HUBZone Map [HUBZone Map \(sba.gov\)](http://sba.gov) to determine whether changes in HUBZone area designations will impact the business's eligibility.** Note that changes in HUBZone designations may critically affect the business's ability to certify its compliance with the HUBZone requirements that its principal office be located in a HUBZone and that at least 35% of its employees reside in HUBZones.
- **"Attempting to maintain" compliance with the 35% HUBZone residency requirement during the performance of any HUBZone contracts.** "Attempt to maintain" means making substantive and documented efforts, such as written offers of employment, published advertisements seeking employees, and attendance at job fairs, and applies only to businesses that are performing a HUBZone set-aside contract or

order, a HUBZone sole source award, a HUBZone reserve, or a contract where the HUBZone Price Evaluation Preference was applied (see 13 C.F.R. §§ 126.103, 126.200, 126.600). A certified HUBZone small business concern that has less than 20% of its total employees residing in HUBZones during the performance of a HUBZone contract has failed to attempt to maintain the HUBZone residency requirement and must immediately notify SBA.

· **Notifying SBA at CertificationCompliance@sba.gov within 30 days if the business is acquired by, acquires, or merges with another business.**

Notification of Map Change and Redesignation

ATTENTION: All current Redesignated Areas will retain their HUBZone designation until **July 1, 2026**. 86 FR 23863. For planning purposes, if the business's principal office is located in a Redesignated Area or any of its employees reside in Redesignated Areas, you should consider actions to maintain program compliance after that date.

We encourage you to enroll in the [Empower to Grow Program](#) to help you identify how to effectively use your HUBZone certification to position your company for success. This free training is an integral part of achieving your business objectives and goals. You will learn different strategies and tactics to successfully compete for federal, state and local contracting opportunities.

We wish you the best of luck as a certified HUBZone small business concern - your success will help improve the economic future of the HUBZone areas in which the business operates and in which the business's employees reside.

If at any time you have any questions about the HUBZone Program or how SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. For additional information, visit our website at <http://www.sba.gov/hubzone>.



All SBA programs and services are extended to the public on a nondiscriminatory basis.



Executive Summary

Holley Development Corporation has been in business since 2006. With our experience in residential, commercial and industrial projects, we are dedicated to exceeding client expectations through a blend of innovative design, precision craftsmanship and unparalleled customer service. We specialize in delivering high-quality, sustainable and cost-effective construction solutions.

Differentiators

- **Experienced Team**- Over 30 years of experience across all facets of construction.
- **Innovation & Technology**- 3D modeling, virtual design, drone surveys.
- **Safety & Compliance**- meets and exceeds all regulatory and safety standards and requirements for environmental and structural integrity

Past Performances

- Residential and commercial projects ranging from multi-family housing developments to larger-scale commercial centers.
- Walton County Road Department
- Bay County Administrative Office
- Holmes County Fire Department
- Grace Church (of Cape Coral, Fort Myers Central and Shores)
- Ponce De Leon Medical Clinic and Recreation Center
- Fort Walton Beach City Annex Building
- Gulf County's Washington Gym



Core Competencies

- **General Contracting and Project Management**-ensuring timely, on-budget, high-quality project completion.
- **Construction Consulting**- guide client through process from initial planning and design to budgeting, permitting, and execution. Mitigate risks, optimize costs and ensure compliance.

NAICS & PSC Codes

236220 Commercial and Institutional Building Construction
 236210 Industrial Building Construction
 238160 Roofing Contractors
 236115 New Single-Family Housing Construction
 236116 New Multi-Family Housing Construction
 236118 Residential Remodelers

Z2EZ Repair or Alteration of Other Industrial Buildings
 Z1EZ Maintenance of Other Industrial Buildings
 Z2FA Repair or Alteration of Family Housing Facilities
 Z1FA Maintenance of Family Housing Facilities

Certifications and Licenses

- UEI: GK1NULQ47MY1
- CAGE: 8LJL6
- Florida General Contractor License #CGC1517549
- Florida Roofing License #CCC1334154
- EPA Certification NAT-F11306-3
- Bonding capacity: \$3.5 million

Contact Information

Elizabeth L Holley, President, lizholley@hdcorp.us

Tommy Jason Holley, Vice President, jason@hdcorp.us

1-850-768-4477

info@hdcorp.us

406 S Waukesha Street, Bonifay, FL 32425-2714

HDCorp.us



Request for Proposals (RFP)

26-11-13-PMO

RC Track Cover and Park Improvements – Brookmeade Park

CITY OF CRESTVIEW
REQUEST FOR PROPOSALS

RFP #26-11-13-PMO

RC Track Cover and Park Improvements – Brookmeade Park

Notice is hereby given that the City of Crestview is soliciting proposals for the design and construction of an open-sided metal roof cover over the RC Track at Brookmeade Park, located at 585 Brookmeade Drive, Crestview, Florida 32539. Alternate bids are requested for:

- Installation of an ADA-compliant lift providing access to the elevated RC control tower.
- Installation of an electrical system for the RC Track cover, including lighting and receptacles.
- Construction of a new bathroom facility per City-provided plans.

Proposals will be accepted until **2:00 P.M. (CST) on November 13, 2025**, in the City Clerk's Office at Crestview City Hall, 198 North Wilson Street, Crestview, Florida 32536, unless otherwise amended by official addendum issued by the City. Late submissions will not be considered and will be returned unopened. Electronic submissions are also accepted through Central Bidding. For assistance with the electronic bidding process, please contact Central Bidding at 225-810-4814. Proposals will be publicly opened and read aloud at 2:00 P.M. on November 11, 2025, in the City Council Chambers at Crestview City Hall, 198 North Wilson Street, Crestview, FL 32536.

A **Non-Mandatory Pre-Proposal Conference** will be held at **9:00 A.M. (CST) on October 21, 2025**, at the project site located at **585 Brookmeade Drive, Crestview, Florida 32539**. All attendees shall sign in. The representative of each proposer shall be an authorized employee of the firm and sign in accordingly. Proposers are encouraged to attend and are urged to review the RFP documents prior to the meeting.

Description:

The City of Crestview is soliciting sealed proposals for the design, permitting, and construction of an open-sided metal roof structure over the RC Track at Brookmeade Park. The selected contractor shall provide engineered, signed, and sealed construction drawings suitable for permitting. Alternate bids are requested for an ADA-compliant lift to the RC control tower, an electrical system for the RC Track cover, and a bathroom facility. All work shall comply with City standards and applicable codes. Proposals will be evaluated based on the criteria outlined in the RFP.

Copies of the RFP documents, requirements, scope of services, and other pertinent information may be obtained electronically from the City of Crestview website (www.cityofcrestview.org) and Central Bidding (www.centralbidding.com). All questions shall be directed in writing to the Procurement Manager, Heather Sutton, at Suttonh@cityofcrestview.org, referencing "Questions on RFP #26-11-13-PMO – RC Track Cover and Park Improvements" in the subject line. The **last day for questions** will be **November 3, 2025, at 5:00 P.M. (CST)**.

Direct all questions to:
City of Crestview - City Hall
Attn: Heather Sutton
PO Box 1209
198 N Wilson Street
Crestview, FL 32536

Ph. (850) 682-1560
Fax: (850) 682-8077
Email: suttonh@cityofcrestview.org

END OF ADVERTISEMENT FOR RFP

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Exhibits

Exhibit A	BNDY-TOPO SURVEY – BROOKMEADE PARK
Exhibit B	CIVIL MASTER PLAN CONCEPT – BROOKMEADE PARK
Exhibit C	EXISTING SITE CONDITIONS (PHOTOS)
Exhibit D	BATHROOM PLANS

Sealed offers for furnishing the services, supplies or equipment described herein will be received by the Purchasing Department, until 2:00 pm, Central (local) time on November 13, 2025. No offers will be accepted after the above stipulated date and time. This is an advertised solicitation, and the Proposers will be publicly read in the City Hall Council Chambers, 198 N. Wilson St., Crestview, Florida, at 2:00 pm on November 13, 2025 or as soon thereafter as possible. Only the names of the Proposers and verification of bond submittal, if applicable, will be publicly announced.

Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the Florida State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws regarding public contracting.

I. INTRODUCTION

A. BACKGROUND AND PURPOSE

The City of Crestview (hereinafter referred to as "City") was organized in 1916 and is governed by an elected board of five council members. Members of the council are elected to serve four-year terms. The city serves a population of over 20,000 residents in northwest Florida panhandle within an area of 16 square miles in Okaloosa County. In keeping with its mission, the City provides police and fire services, emergency communications, animal control, water and sewer services, parks maintenance, street and stormwater maintenance, youth sports, planning and zoning, building inspections and permitting, and a full range of administrative services. The City of Crestview has 267 employees, 261 full-time and 6 part-time.

The City is seeking proposals for improvements at Brookmeade Park's RC Track, located at 585 Brookmeade Drive, Crestview, FL. The project is intended to enhance year-round usability of the facility, improve accessibility, and align with the City's long-term master plan for the park. The base bid includes construction of the RC Track cover structure, with alternate bids for additional improvements described in the Scope of Work.

Goals:

- Provide sun and weather protection for RC Track users.
- Improve accessibility and inclusivity through ADA-compliant features.
- Ensure improvements complement and integrate with the existing park layout.
- Incorporate durable, low-maintenance design solutions.

Objectives:

- Deliver a fully constructed RC Track cover and related improvements in compliance with all applicable codes and standards.
- Ensure ADA accessibility and compliance with City ordinances.
- Minimize disruption to existing park operations and events.
- Complete the project within the established schedule and budget.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

- a. Contractor, Firm, Proposer, are synonymous.
- b. Agreement, Contract, Purchase Order are synonymous.
- c. Project, Services, Scope, and Work are synonymous.

C. DEFINITIONS (Add any additional definitions as needed)

- a. "The City," "City", and "City of Crestview" refer to the City of Crestview, Florida.
- b. "Contractor", "Firm", "Proposer", is any individual, entity, or combination thereof that submits a Proposal in response to this RFP.

II. SCHEDULE OF EVENTS AND COMMUNICATIONS

A. SCHEDULE OF EVENTS

The following Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central (Local) time.

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events. Proposers shall respond in a timely manner to the written RFP and any exhibits, attachments, or addenda. **A Proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.**

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The City is not responsible for the failure of the Proposer to check for any RFP document updates, changes, or answers to questions.

EVENT	DATE	TIME
City Issues RFP	October 7, 2025	10:00 A.M. CST
Non-Mandatory Pre-Proposal Conference	October 21, 2025	9:00 A.M. CST
Deadline for Written Comments and Questions.	November 3, 2025	5:00 P.M. CST
City Issues Responses to Written Comments and Questions.	November 6, 2025	5:00 P.M. CST
Deadline - Proposals Due	November 13, 2025	2:00 P.M. CST

City Completes Evaluations and issues Intent to Award Letter(s)	TBD	TBD
Anticipated Date to City Council for contract approval	TBD	TBD
Anticipated Contract Start Date	TBD	TBD

Special attention to the date and time of the pre-proposal conference to be held for this project is indicated on the Solicitation Schedule. When the pre-proposal conference is MANDATORY, a representative of your firm must attend the meeting for your submittal to be considered responsive. Questions regarding this solicitation must be received in writing prior to the date and time as indicated in the solicitation schedule.

IMPORTANT NOTE: It is imperative that all Proposers have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a submittal; and submittals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the Firm's representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

B. SINGLE POINT OF CONTACT

Heather Sutton, Buyer
suttonh@cityofcrestview.org
 City of Crestview - City Hall
 PO Box 1209
 198 N Wilson Street
 Crestview, FL 32536
 Ph. 850.682.1560 ext. 246
 Fax. 850.682.8077

All information regarding this solicitation can be obtained by visiting www.cityofcrestview.org or in-person by visiting Crestview City Hall.

All firms are hereby placed on formal notice that neither the City Council nor any employees from the City of Crestview Government are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit a response, or have submitted a response, for this project are not to contact City personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the City. Any such lobbying activities may cause immediate disqualification for this project.

C. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the Point of Contact named above. Unauthorized contact regarding the RFP with other City employees of the procuring City agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. must be submitted in writing no later than the date and time in the Schedule of Events. Proposers are responsible for checking www.cityofcrestview.org or in-person for any RFP document updates, changes, or answers to questions posted.

Any additional information not included in this solicitation which the City finds necessary and material to respond to the RFP will be posted as an addendum on www.cityofcrestview.org or in-person.

Any oral communications shall be considered unofficial and nonbinding on the City. Any irregularities or lack of clarity in the RFP should be brought to the attention of the City for correction or clarification during the initial question and answer period.

CONTINUED ON NEXT PAGE

III. SCOPE OF WORK

It is Proposer's responsibility to propose a complete scope of work that explains in detail Proposer's offering and encompasses the requirements set forth below, which includes the minimum list of services and deliverables the selected provider is expected to provide the City. The City may modify the proposed scope of work to meet available funding or to best meet the needs of the City.

A. OVERVIEW OF WORK REQUIREMENTS

The City of Crestview seeks proposals for the design, permitting, and construction of an open-sided metal roof structure with gutters over the existing RC (remote control) Track at Brookmeade Park, 585 Brookmeade Drive, Crestview, FL. The base bid includes both the design and construction of the cover structure.

Alternate bids are requested for:

1. An ADA-compliant lift to provide access to the elevated RC control tower.
2. An electrical system to provide lighting and power outlets for the covered track area.
3. Construction of a new bathroom facility, based on City-provided plan

The intent is to deliver high-quality improvements that integrate with existing park facilities, enhance accessibility, and support year-round public use of the RC Track. All work must comply with applicable Florida Building Code and ADA standards.

The project is guided by the Brookmeade Park Civil Master Plan and supported by a recent site survey and photographic documentation. These resources are provided to assist proposers in developing accurate, code-compliant solutions. Proposers shall refer to:

- Exhibit 1: **BN DY-TOPO SURVEY – BROOKMEADE PARK**
- Exhibit 2: **CIVIL MASTER PLAN CONCEPT – BROOKMEADE PARK**
- Exhibit 3: **EXISTING SITE CONDITIONS (PHOTOS)**
- Exhibit 4: **BATHROOM PLANS**

These documents provide the general location and layout of the project area. It is the responsibility of the proposer to verify all site dimensions, conditions, and utility locations prior to bidding. The final structure(s) and improvements must be appropriately scaled, positioned, and constructed to integrate with the RC Track area as shown in the exhibits.

B. DETAILED SCOPE OF SERVICES

The selected proposer must:

General Requirements

1. Provide all labor, equipment, materials, and permitting required for the project. Permit fees will be waived and shall not be included in proposals.
2. Obtain and maintain all required permits through the City's Permitting Department (via My Government Online: <https://www.mygovernmentonline.org/>), including scheduling and passing inspections. There will be no fees associated with obtaining the permits through the City.
3. Call 811 prior to any excavation, obtain utility locates, and maintain active dig tickets for the duration of the project.
4. Designate a single point of contact (Project Manager or Superintendent) who is onsite or available at all times.
5. Coordinate with the City's Project Manager throughout design and construction, including site inspections, milestone reviews, and progress reporting.
6. Maintain a clean, safe, and secure work site with appropriate signage, fencing, erosion control, and stormwater management measures.
7. Comply with all applicable local, state, and federal regulations, including OSHA standards and City ordinances.
8. Maintain required insurance coverage, including general liability and builder's risk.
9. Follow City procurement, invoicing, and change order protocols. No work outside the approved scope shall proceed without written authorization.
10. All materials and finishes must be approved by the City prior to installation.
11. Protect existing park facilities, landscaping, and utilities during construction; repair any damage at the contractor's expense.
12. Properly dispose of construction debris off-site at a licensed facility.
13. Restore all disturbed areas (turf, fencing, pathways, etc.) to original or better condition.
14. Coordinate construction activities to avoid conflicts with scheduled RC Track events and City-sponsored activities.
15. Conduct pre-construction and final walkthrough meetings with the City.
16. Provide as-built drawings, operation and maintenance manuals, and warranty documentation at closeout.
17. Warrant workmanship and materials for at least one year; all manufacturer warranties must be passed through to the City.

Base Bid – RC Track Cover Structure

The selected proposer shall design and construct an open-sided metal roof structure over the existing RC Track at Brookmeade Park.

Design & Engineering

1. Meet Florida Building Code, with wind load capacity of 140 mph.
2. Provide reinforced concrete foundations with anchoring.
3. Use durable, low-maintenance framing and metal roofing.
4. Install gutters and downspouts for stormwater.
5. Place all structure elements outside the existing fence line.
6. Extend roof coverage over the elevated RC control tower (drivers' stand).
7. Submit final signed and sealed drawings by a Florida-licensed design professional.

Site Conditions & Construction Constraints

1. Excavation may encounter buried debris (concrete rubble, demolition materials) that must be removed.
2. Low-voltage transponder wiring may require removal and reinstallation.
3. Possible conflict with a 2-inch water line; City will assist with relocation if required.
4. Two utility light poles will be removed or relocated with FPL coordination.
5. The existing chain link fence shall remain in place. Sections may be temporarily removed for construction access but must be reinstalled in the same or better condition at project closeout.

RC Track Operations

1. Major RC events occur in March; project should reach substantial completion before this date.
2. Track is used the 2nd and 4th Saturdays of each month.
3. Temporary shutdowns may be coordinated with the City and B&T Racing.

Documentation & Submittals

1. Provide shop drawings, manufacturer's specifications, and material submittals for approval prior to fabrication.
2. Furnish a construction phasing plan and schedule to minimize disruption.

Alternate Bid – ADA-Accessible Lift

The proposer shall furnish and install an ADA-compliant lift to provide accessible entry to the elevated RC control tower.

Requirements

1. Provide a fully compliant ADA lift system, including all equipment, structural supports, and safety features.
2. Modify the existing RC control tower only as needed to connect the lift. No additional upgrades to the control tower are included in this scope.

3. Install and integrate the lift so it functions reliably and fits appropriately within the surrounding park environment.
4. Ensure the lift is weather-rated and suitable for outdoor use.
5. Provide all electrical connections and integrate with the City's service point. The City will be responsible for establishing the required phone line service; the contractor shall connect the lift to the service and ensure full operational functionality.
6. Submit shop drawings, equipment specifications, and installation details for City approval prior to procurement.
7. Provide all manufacturer documentation, warranties, and operation manuals at project closeout.

Clarifications

1. No sidewalk connections are anticipated at this time.
2. The lift must be purchased from a qualified manufacturer and installed by certified personnel.

Alternate Bid – Electrical System

The proposer shall furnish and install an electrical system to service the RC Track cover area.

Requirements

1. Provide overhead LED lighting fixtures positioned to achieve a target average of 20–30 foot-candles across the RC Track surface and drivers' stand. Open to recommendations from the proposer.
2. Install weatherproof, GFCI-protected duplex receptacles spaced approximately every 30–50 feet along the interior perimeter of the structure.
3. Inspect the existing electrical panel to confirm it can support the new system. If upgrades or modifications are required, include them in the bid.
4. Provide all conduit, wiring, panel boards, and connections necessary to integrate with the park's existing or upgraded electrical service.
5. Provide a simple, weatherproof lighting control system (photocell, timer, or switch) for flexible operation of the lights.
6. Existing lights mounted on the control tower shall remain in place and are not included in this scope.
7. No exterior-mounted lights are anticipated on the new cover structure.
8. Submit a lighting and outlet plan showing proposed fixture and receptacle locations, a list of equipment, and basic load calculations or diagrams.
9. Provide manufacturer cut sheets for all fixtures, receptacles, and panels for City approval prior to installation.
10. Deliver as-built electrical drawings and O&M manuals at project closeout.

Alternate Bid – Bathroom Facility

The proposer shall construct a bathroom facility based on City-provided plans. The exact location of the bathroom within Brookmeade Park has not yet been finalized; the City will coordinate with the selected contractor to determine the most suitable placement during design and pre-construction.

Requirements

1. Connect the facility to the existing water service at Brookmeade Park, either the 6" main or the 2" service line, as determined in coordination with the City.
2. Provide the grinder pump and connect to the City's 2" service tap. The service tap will be installed by the City. The grinder pump is to be approved by the city before procuring and installing.
3. Furnish and install all electrical service and connections required for both the bathroom facility and the grinder station. Electrical scope shall include:
 - o Interior LED lighting controlled by a motion sensor switch.
 - o A vent fan for each restroom that turns on when the light is on.
 - o No interior receptacles except for one interior GFCI receptacle inside the mechanical room.
 - o One exterior GFCI receptacle with a lockable, weatherproof cover box.
 - o Two exterior LED wall-mounted lights (one at the front, one at the rear of the building).
4. No gutters are anticipated for the bathroom facility.
5. Interior walls shall remain exposed concrete block, painted with Sherwin-Williams Sher-Kril Heron White semi-gloss finish. Drywall shall be installed where needed and finished to match.
6. Exterior walls shall be painted with Sherwin-Williams Sher-Kril exterior paint, with final color subject to City approval.
7. The roof shall be a metal roof with color to be approved by the City.
8. Flooring shall remain concrete with a chip flooring finish.
9. Start up, test, and demonstrate the grinder pump, lift station, and all electrical systems to confirm full functionality prior to project closeout.
10. Provide and install ADA-compliant and commercial-grade plumbing fixtures.
11. Ensure the facility construction meets all applicable ADA criteria and standards.
12. Construct a sidewalk wrapping around the bathroom with a minimum width of 4 feet and a thickness of 4 inches. No additional sidewalk work is anticipated beyond this scope.
13. Install City-provided toilet paper dispensers, soap dispensers, and paper towel dispensers.
14. Furnish and install electric hand dryers in each restroom.
15. Provide restroom doors with locksets keyed to the City's master key system and include a timed locking system for after-hours security.
16. Submit product data and shop drawings for all plumbing fixtures, accessories, electrical equipment, and building systems for City approval prior to installation.
17. Provide as-built drawings, O&M manuals, and warranty documentation at project closeout.

C. PROPOSER MINIMUM QUALIFICATIONS

To be considered responsive, proposers should:

1. Demonstrate experience in the design-build or construction of recreational park structures or similar public projects through the company's portfolio and/or the documented experience of key personnel assigned to this project.
2. Hold an active **General Contractor license** in the State of Florida, or an active **Building Contractor license** with documented experience managing projects of similar scope.
3. Demonstrate relevant experience with projects of similar scope within the last five years. Experience may be demonstrated by the proposing firm or by key personnel proposed for this project. "Similar scope" includes projects involving structural steel canopy/roof construction, ADA accessibility improvements, electrical systems, and utility tie-ins. Completion of three or more such projects is desirable but not required.
4. Provide proof of insurance coverage meeting City requirements at the time of award.
5. Identify at the time of proposal all subcontractors proposed for any portion of the work, including those needed for scope items outside the proposer's license (e.g., utility installation, road cuts, or specialty trades). Subcontractors must hold all required licenses for their scope of work.
6. Identify key personnel (such as the project manager and superintendent) proposed to lead this project. If substitutions are necessary during the project, the City requests advance notice and reserves the right to review replacement staff to ensure comparable qualifications.
7. Provide a summary of each proposed key personnel's relevant experience, including their role on past projects and references when available.

Reservation of Rights

The City reserves the right to determine whether proposers have demonstrated sufficient qualifications to be considered responsive. Proposals that fail to reasonably address the minimum qualifications outlined above may be deemed non-responsive. The City further reserves the right to reject any or all proposals, in whole or in part, and to waive informalities or irregularities when it is in the best interest of the City.

D. PROPOSER PREFERRED QUALIFICATIONS

The City encourages proposals from firms that can demonstrate the following:

- Experience delivering projects for municipalities or public park systems.
- A track record of providing innovative, cost-effective solutions on similar projects.
- A local presence, with offices or key personnel based in Okaloosa County or the surrounding region.
- Demonstrated ability to complete projects on time and within budget.

E. DELIVERABLES / REPORTS

The selected contractor shall provide the following to the City:

1. Draft contract agreement for review and approval by the City Attorney.
2. A detailed construction schedule, including milestones, critical path activities, and updates as required to reflect progress.
3. Engineered construction documents and signed/sealed drawings for all awarded scope items, suitable for permitting.
4. Shop drawings, manufacturer cut sheets, and product data for all major materials, fixtures, and equipment, submitted for City approval prior to fabrication or installation.
5. Weekly progress updates during construction, including schedule status, work completed, and any issues or delays.
6. Final as-built plans reflecting all changes made during construction.
7. Operation and maintenance (O&M) manuals for installed systems, including the ADA lift, electrical components, grinder pump/lift station, and bathroom fixtures.
8. Warranty documentation for all work and installed components, compiled in a complete project closeout package.
9. A Final Walkthrough & Acceptance Report, including a punch list of outstanding items, verification of punch list completion, and written confirmation of project acceptance by the City.

CONTINUED ON NEXT PAGE

IV. INSTRUCTIONS FOR COMPLETION OF PROPOSALS

A. SUBMITTING PROPOSALS

1. Proposers shall submit a Technical Proposal and a Cost Proposal separately. The Cost Proposal must be submitted as a separate file. The Technical Proposal will not include any references to cost, price, or billable rates.
2. **Proposals must be submitted in person, electronically on Central Bidding or by mail.** Proposals submitted by any other means or methods will NOT be accepted. The proposal will be deemed non-responsive and not considered for award.
 - a. It is the sole responsibility of the Proposer to ensure their proposals reach the City before the Due Date and Time.
 - b. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.
3. Failure to provide all information, and/or inaccuracies or misstatements in your response may be sufficient cause for rejection of the proposal or rescission of an award. Conversely, the City reserves the right to ask for specific information from a Proposer where a Proposer did not provide requested information.
4. Proposers are encouraged to use the following format for proposals:
 - a. All pages should be single-sided, single-spaced, with one (1) inch margins, using an appropriate type of font and size.
 - b. Identify the Proposal number and Proposer name on every page submitted.
 - c. Include a table of contents identifying all aspects of the proposal (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.

FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”

1. Cover Letter. (2 pages)

The cover letter shall provide a summary of the services to be provided, list the project manager/key point of contact, and explain the primary reason why the Proposer would be the best choice for the contract. The cover letter must be signed by an authorized officer or employee of the firm who has authority to negotiate and contractually bind the organization. The title of the authorized officer or employee, their name, address, e-mail, and phone number must be included. The City intends to correspond only with Proposer’s authorized officer or employee for all correspondence regarding this RFP. Submitting accurate and

updated contact information is the responsibility of the Proposer. Obligations committed by such signatures shall be binding.

2. Corporate Background Information

- a. Legal name, address, and telephone numbers of the principal office (national headquarters), project office and local office (if applicable). If services will be provided from additional locations, provide this same information for these offices.
- b. Year established.
- c. Type of organization (partnership, corporation, etc.).
- d. Name, title, address, e-mail, and telephone number of the person to whom correspondence shall be directed.
- e. Description of the services usually provided by firm.
- f. Description of projects performed for agencies in the State of Florida during the last 3 years.

3. Organizational Qualifications and Experience

Describe the firm's qualifications for performing similar, relevant, or related services. Identify the team's experience pertaining to the following:

- a. Technical capabilities in terms of personnel, equipment and materials, method of assigning work, and procedures for maintaining level of service.
- b. Developing, evaluating, performing construction services for open-sided metal structures, recreational facility enhancements, ADA-compliant access improvements, and related public park infrastructure improvements.
- c. Developing innovative approaches and problem solving.
- d. Specific knowledge of Florida's requirements that may relate to the scope of services.
- e. Completing projects within established schedules and budgets.

4. Key Individuals and Qualifications.

Identify and include qualifications of specific individuals to be assigned to the project including the individual(s) who would be assigned overall responsibility for performing the services.

- a. Include project team resumes. Indicate the Project Team by name and title and specify which services the individuals will provide to the City. Resumes should focus on projects or work performed that is similar in scope to this type of work.
- b. Provide a project team organizational chart indicating the primary role and responsibility of each team member.
- c. The proposal should clearly associate specific staff with tasks, estimate the percentage of time they will be available to the project and their qualifications.

- d. Submit short experience statements for each identified individual, including prime personnel, and their key qualification and experience which makes them suited for their proposed assignment on the project. Full resumes can be included as an appendix to the proposal. Every effort should be made to ensure that staff resources identified in the proposal would be available for the project in the event an agreement is awarded to your firm.

5. Litigation.

Provide a summary of any litigation, claim(s), or contract dispute(s) which are pending, have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:

- a. Cases, which are related to contractual services provided in the regular course of business.
- b. The regional/district office that will be supporting this contract.
- c. Sanctions: List any regulatory or license agency sanctions.
- d. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
- e. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
- f. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.

6. Financial Plan.

Demonstrate your firm's financial soundness and history of meeting financial obligations.

1. Financial Stability. Each respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to: (1) fulfill the implicit and explicit contractual obligations identified in this solicitation and (2) provide the level of services required by the specifications that result from the solicitation process.

The following documentation is required to be submitted with your response to this solicitation, or your response will be disqualified.

Respondents are required to submit the following checked items (if both 1 and 2 are checked then Respondent may submit either 1 or 2):

☒ 1. Preferred Documentation: Surety Bond commitment letter in the amount stated below.

The surety bond commitment letter must:

- a. Be written by a Surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida and (2) has a minimum A.M. Best's Rating of "A-" (or industry equivalent).
- b. Be on the Surety's letterhead.
- c. State that the Surety will provide a Surety Bond (Performance Bond and/or Payment Bond (see item (d) below) in the amount of the Respondent's contract.
- d. Are used to fulfill any portion of the final contract, then the commitment letter should include both a Performance Bond and a Payment Bond.

The Surety shall also maintain a current certificate of authority as an acceptable Surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in Circular 570 and the surety shall provide evidence satisfactory to the City that the amount in excess of the net retention is protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

IMPORTANT: Required Surety value may be increased or decreased during the negotiation phase and/or contract term if the contract value changes. The City shall determine the actual amounts of the performance and/or payment bonds, based upon the final specifications agreed in the award. Surety will be required to provide Surety Bond through a licensed Florida agent within ten days after the City's approval of the final agreement. Prior to the Performance and Payment Bonds being delivered to the City, the bonds shall be recorded by the awarded Respondent, in the public records of Okaloosa County, Florida and the bonds delivered to the City shall indicate such recording has been executed.

Performance and Payment Bond Assurances are required by Section 255.05, Florida Statutes for all construction projects with a contract value greater than \$200,000 and may be required for construction projects with a contract value of \$200,000 or less.

☐ 2. Substitute Documentation: Audited Financial Statements.

- a. Submit the Respondent's two (2) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet,

statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.

b. Provide the name, title, address, and phone number of the financial officer of the Respondent responsible for providing this information.

c. The Respondent's audited financial statements will be evaluated by the City's Director of Finance and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

☐ 3. No Financial Documentation Required.

B. Pending Litigation Disclosure. Each respondent is required to provide disclosure of any current or pending litigation on the Respondent's letterhead. Respondent shall disclose any material changes in the business operations of the Respondent, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Respondent's financial or managerial ability to perform the noted tasks under this Contract.

SIMILAR PROJECTS, PAST PERFORMANCE – TAB "B"

- a. Client References. Provide a list of three former clients and representative services in size and scope undertaken in the last three (3) years, demonstrating experience relevant to this RFP.
- b. Provide each reference's contact person's name, title, address, phone number and email address.
- c. In addition, provide the dates of engagement of services, information, cost of services and total annual contract, description of services, and member(s) of the team including any sub-consultants that performed the services.
- d. Unless otherwise stated herein to submit references in a different manner, please complete and submit **Reference Form (Attachment 8)** with your proposal response.
- e. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Crestview.

PROJECT APPROACH/WORK PLAN – TAB "C"

- a. Work Plan/Technical Approach/Project Management. Outline your project management approach including how you will address competing timelines and inter-project dependencies. Submit a work plan for each task for

carrying out the scope of services described in this RFP, including strategy, tools, techniques, critical path items, and decision points which reflect an understanding of the City's requirements. Assumptions, desired outcomes, and deliverables must be included as part of your firm's approach to each major task area.

- b. Schedule: Describe the task and overall project schedule; highlighting any critical path items and essential input or staff requirements. Provide a project implementation schedule for proposed services including any management and planning strategies.
- c. Confirm the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- d. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
- e. Explain any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- f. Validate the current and projected workload of Firm.

RFP REQUIRED FORMS – TAB "D"

Proposers shall include all applicable and properly executed forms under Tab D. Ensure review and completion of **Attachments #1-#10** and the following listed below:

Insurance Certificates. Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the Insurance Requirements within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

Proof of Licenses/certification. Please include copies of applicable licensure/certification, including but not limited to:
Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for active status only.

Local Business Tax Receipt. Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

Tax Identification Number (TIN). All Proposers shall furnish a completed W-9 with proposal submittal. A tax identification number is required to do business with the City.

ADDITIONAL INFORMATION – TAB “E” (No assigned points)

Proposers may include a section for appendices including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

Since the City does not currently have a standard contract for services associated with this RFP, proposers shall include any proposed contract language or agreement terms they typically use for review by the City. These terms will be subject to negotiation and final approval by the City Attorney. The final agreement may incorporate the proposer’s terms in whole or in part, or may be issued by the City using its own agreement format.

B. COST PROPOSAL

The Cost Proposal (**Attachment A**) shall be completed, signed, and included as a separate file. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

1. Proposer shall include the following information with its Cost Proposal:

a. COST PROPOSAL FORM

- 1) Proposer shall complete the Cost Proposal Form (**Attachment A**). The Proposer’s pricing for the staffing model on the Cost Proposal Form should align with the recommended project approach to staffing identified in the Technical Proposal.
- 2) As noted on the Cost Proposal Form, please remember:
 - Any proposed costs will be subject to further negotiation with the firm selected for a contract award, if it is in the best interest of the City to do so.
- 3) Attachment A must be signed by an authorized signatory.

V. PROPOSAL EVALUATION

C. EVALUATION CRITERIA -

All proposals submitted in response to this RFP will be reviewed for responsiveness by the Director of Finance or Designee prior to referral to the evaluation committee. A technical evaluation committee will then evaluate all responsive proposals in accordance with the criteria and points noted below, using a rating scale of 1 to 5. The evaluation and scoring of the Cost Proposal will be performed independently of the technical evaluation. The proposal with the lowest cost proposal will generally receive the highest score for the evaluation of cost.

Oral Presentations (as outlined in V. B) are an optional component and may not be required. After evaluation is complete, a preliminary notice of award will be issued to the Proposer whose proposal is deemed most advantageous to the City.

Stage of Evaluation	Description	Maximum Score
Technical Evaluation	Tab A - Cover Letter	Pass/Fail
	Tab D - Completed Forms/Exhibits	Pass/Fail
	Tab A - Firm Qualifications and Experience	20
	Tab B - Specific Experience and Past Performance	30
	Tab C - Project Approach / Work Plan	30
Cost Evaluation	Cost Proposal	20
	Tab A - Financial Information	Pass/Fail
Optional Formal Presentation or Informal Interview	Formal Presentations/Informal Interviews	TBD
Optional Extra Points Preferred Qualifications		

Rating Scale

Each proposal will be scored based on the maximum number of points allocated to each evaluation category. The total score across all categories will not exceed 100 points.

When evaluating responses, reviewers will consider the following performance levels as guidance when awarding points within each category:

- | | | |
|---|--------------|---------------------|
| 1. Far | Below | Expectations |
| <p>A response that minimally meets the stated requirements. Lacks sufficient detail, clarity, or understanding of the subject matter. Minimal value or relevance is demonstrated.
<i>(Lowest point range within category)</i></p> | | |
- | | | |
|--|--|---------------------|
| 2. Below | | Expectations |
| <p>A fair response that meets the basic requirements but lacks depth or supporting detail. Demonstrates the ability to comply with guidelines but does not offer meaningful insight or added value.
<i>(Lower point range within category)</i></p> | | |
- | | | |
|---|--|---------------------|
| 3. Meets | | Expectations |
| <p>A complete and competent response that fully meets the category requirements. Demonstrates a clear understanding of the subject and includes appropriate detail.
<i>(Mid-range points within category)</i></p> | | |
- | | | |
|--|--|---------------------|
| 4. Exceeds | | Expectations |
| <p>A well-developed response that goes beyond the basic requirements. Shows experience, thoughtful analysis, and adds value to the proposal. Demonstrates strong understanding and relevance to the scope.
<i>(Higher point range within category)</i></p> | | |
- | | | |
|--|----------------|---------------------|
| 5. Far | Exceeds | Expectations |
| <p>An exceptional response that is comprehensive, detailed, and clearly demonstrates authoritative knowledge, experience, and insight. Adds significant value and sets a high standard.
<i>(Highest point range within category)</i></p> | | |

A. ORAL PRESENTATIONS/INTERVIEWS (OPTIONAL)

If the City requests oral presentations/interviews by the short-listed Proposers, these may be in-person, virtual, or a combination. Oral presentations/interviews may not be required, and therefore, Proposers are encouraged to submit complete information with their proposals. The Evaluation Committee will determine if oral presentations/interviews are necessary to make a final selection. A date for presentations has not yet been set. If a Proposer is invited to give a presentation to the evaluation team, the dates may not be flexible.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

B. BEST AND FINAL OFFER (BAFO)

The City, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the City shall submit to the short-listed Proposers requests for specific clarification and allow Proposers to revise their cost proposals. If the Proposer is invited to participate in the BAFO stage, the dates may not be flexible. If the City requests BAFOs, the City may revise cost proposal scores, based upon additional information and clarification received in this stage. In lieu of revising initial cost scoring, the City may evaluate BAFOs by use of an additional scoring phase.

VI. POST AWARD INFORMATION

A. CONTRACT TERM

The contract awarded under this RFP will be for a single construction project to complete the Scope of Work described herein, including the RC Track Cover and any awarded alternate bid items.

It is anticipated that a contract would be awarded and completed within 180 days of the Notice to Proceed. Proposer agrees to provide awarded items and/or services as specified in the RFP document for this initial period.

The contract duration may be extended beyond the original completion date only if approved in writing by the City. Extensions will be granted solely to account for excusable delays, approved change orders, or other circumstances deemed in the City's best interest. No additional scope or funding will be added except as authorized through a formal change order.

Proposer also accepts and agrees that any contract awarded as a result of this RFP may be terminated if the RFP award is successfully appealed and the contract subsequently awarded to another Proposer.

B. CONTRACT PRICE

The contract price shall be based on the proposer's submitted bid for the base bid RC Track Cover and any alternate bid items accepted by the City. Prices submitted shall be firm and not subject to escalation for the duration of the project. The City reserves the right to accept or reject any combination of alternate bids in addition to the base bid, and no additional costs shall be incurred by the City unless authorized through a written change order executed in accordance with City procedures.

C. PRICE ESCALATION

All prices submitted shall be firm and fixed for the duration of the contract. No price increases will be allowed after award. Adjustments to the contract price will only be permitted through written change orders approved by the City to address scope changes, unforeseen conditions, or other circumstances deemed necessary by the City.

D. PAYMENT TERMS

Contract(s) to be negotiated may be reimbursed based on actual expenses. The final payment terms and contract budget will be negotiated and allocated based on the proposal submitted and reimbursement for the program/services will be based on actual costs incurred.

E. FUNDING

Contracts may be contingent upon State and/or Federal funds being made available to the City.

VII. GENERAL TERMS AND CONDITIONS

A. PROPOSAL PREPARATION COSTS

The City shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

B. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Proposer must properly withdraw its proposal before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

C. PROPOSAL AMENDMENT

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the City formally requests such in writing.

D. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

E. NON-WAIVER

The City's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the City.

F. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

1. The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. The City must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

2. Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.
3. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage or Contractor may insure subcontractors under its own policy.

I. JOINT VENTURES

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the City if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a City employee, or any Competitor.

K. RFP AMENDMENT AND CANCELLATION

The City may amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it shall be posted and made available through the City's website. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

L. RIGHT OF REJECTION

1. The City reserves the right, at its sole discretion, to reject all proposals or to cancel this RFP in its entirety.
2. Any proposal received which does not meet the requirements of this RFP may be considered nonresponsive, and the proposal may be rejected. Proposers must comply with all the terms of this RFP and all applicable State and City laws and regulations. The City may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP.
3. The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the

RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

M. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria. The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made because of such discussion, the Proposer shall put such clarifications in writing.

N. AWARD PROCESS

The City reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the Proposer can offer. The City reserves the right to negotiate and/or include a best and final offer stage in the process.

Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order. The City may negotiate with the apparent best evaluated Proposer.

O. BACKGROUND CHECKS

By submitting a proposal, Proposer warrants that prior to the commencement of any work any employees assigned to the City will have passed a criminal background check, including drug testing performed at no costs to the City so that only qualified personnel of integrity will be furnished by Proposer and in conference with Federal and State Law. Proposer warrants they are in compliance with Florida Statute 166.0442, Proposer agrees to defend, indemnify and hold harmless the City, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty. The criminal background search must be performed by a third-party consumer reporting agency and include a City criminal search in each City in which the individual has lived or worked in the last seven years, social security validation and trace, along with a search against the National Sex Offender Registry. If the background check reveals any convictions or charges pending adjudication, aside from minor driving violations, Proposer must immediately notify HHSA.

P. EXCLUSION OR DEBARMENT

A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and

may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

Affirm that none of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, are excluded or debarred from participating in or being paid for participation in any Federal or State program. The Proposer shall submit their UEI number in their proposal that will be used to verify such status on the federal System for Award Management (SAM).

Q. 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.

R. 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.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

S. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in **Exhibit C** before commencing work on the contract.

T. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure. Required business and professional licenses must be held and be in effect for the full term of an awarded contract and for any extension/renewal periods. All license, permit, impact, or inspection fees due to the City as required throughout the contract are the responsibility of the contractor.

U. GOVERNING LAW

If an award is made, the contract will be made in the City of Crestview and shall be governed and construed in accordance with the laws of the State of Florida. Any action relating to the Contract shall be instituted and prosecuted in the courts of Okaloosa County, Florida.

V. FEDERAL, STATE, AND LOCAL LAWS

The successful Proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible Proposer.

W. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age, or national origin in the operations conducted under any resulting contract.

X. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of Florida) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The City shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the Proposer.

Y. ADDITIONAL PURCHASES

Following the award, the City may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Proposer agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

Z. EXTENSIONS

The City reserves the right to extend any contract past the end term date (once the initial term of three years, and both one-year renewals have been completed) upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

AA. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the City department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may

result in delayed payments. Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

BB. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the City to cancel the balance of the awarded purchase order and award will be made to the next lowest Proposer. Failure to receive City concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

CC. DEFAULT

In case of default by the awarded Proposer, the City may procure the goods or services from another source and may recover the loss thereby from any unpaid balance due the selected Proposer, or by any other legal means available to the City. The City may also ban selected Proposer up to two years from future solicitations for default.

DD. TERMINATION FOR CAUSE

If either party fail to substantially perform its obligations in accordance with any Agreement awarded, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the City reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the City. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

EE. TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

FF. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

GG. F.O.B. POINT

All prices quoted shall be F.O.B destination to the City of Crestview at the project location, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The City is exempt from Federal Excise and Transportation taxes.

HH. E-VERIFY

1. Consultant/Firm is advised that Florida law requires each party to a public contract must register with and use the E-Verify system administered by the Social Security Administration and U.S. Citizenship and Immigration Services. Additionally, if a public contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized persons. The contractor must maintain a copy of the affidavit for the duration of the contract.
2. By submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
3. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the City's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the City.
4. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 1. The City's Purchasing Department at 850.682.1560 ext. 246: and
 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
5. In the event it is discovered that the Consultant/Firm's knowingly violates the E-Verify requirements, or that a subcontractor knowingly violated the E-Verify requirements, the City is required to terminate this contract or order the Consultant/Firm to terminate the contract with the subcontractor immediately. This will not be considered a breach of contract. Additionally, the City may debar the Consultant/Firm from bidding on all City Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

II. PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an Agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement as a result of this solicitation process.

JJ. PROTESTS

The City encourages Proposers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The City is committed to fostering relationships with its suppliers to encourage an ongoing pursuit to fulfill requirements.

Protest Procedures:

All protests, including protests of the terms and conditions of this RFP, and required bonds shall be filed in accordance with the City's Purchasing Procedures Manual.

CONTINUED ON NEXT PAGE

ATTACHMENT A – COST PROPOSAL FORM

BASE BID – RC Track Cover		
Item	Description	Price
1	Mobilization, site preparation, erosion and stormwater controls	\$
2	Design services and final signed/sealed permit-ready construction documents	\$
3	Construction of RC Track cover structure (per Scope of Work)	\$
4	Project closeout, including walk-through, as-builts, O&M manuals, warranty	\$

TOTAL BASE BID PRICE \$ _____

ALTERNATE BIDS		
Item	Description	Price
A1	ADA-compliant lift to RC control tower (per Scope of Work)	\$
A2	Electrical system for RC Track cover (per Scope of Work)	\$
A3	Bathroom facility per City plans (per Scope of Work)	\$

TOTAL ALTERNATE BID PRICE \$ _____

(Page 1 of 2 ATTACHMENT #A)

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the Cost Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

Authorized Signature Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #A)

ATTACHMENT #1 – PUBLIC ENTITY CRIMES

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract
_____ **[number/title]**
2. This sworn statement is submitted by _____
[name of company/firm]
whose business address is _____ and (if
applicable) Federal Employer Identification Number (FEIN) is _____. If
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____
3. My name is _____ and my relationship to the entity named
above is _____
4. I understand that a "public entity crime" as defined in Paragraph
287.133(a)(g), Florida Statutes, means a violation of any state or federal law by
a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or
with the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or any agency or political subdivision
of any other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public
entity crime with or without an adjudication of guilt, in any federal or state trial
court of records relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

(Page 1 of 3 ATTACHMENT #1)

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

(Page 2 of 3 ATTACHMENT #1)

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

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

(Signature)

Date:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical appearance or ☐ online notarization, this _____ day of ____ 20__, by _____ who is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public

(Page 3 of 3 ATTACHMENT #1)

ATTACHMENT #2 – DRUG FREE WORKPLACE

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

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

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

Bidder/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park CONFLICT OF INTEREST STATEMENT

A. THIS SWORN STATEMENT IS SUBMITTED

BY _____
[Name of entity submitting sworn statement]

whose business address

is _____

and (if applicable) its Federal Employer Identification Number
(FEIN) is _____.

My name is _____ and my relationship to the
above entity is _____.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # _____ for
_____ Services.
2. The AFFIANT has made diligent inquiry and provided the information in this
statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been
submitted and tendered by the appropriate date and time and that said above
stated entity has no financial interest in other entities submitting a proposal
for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly
entered into any agreement, participated in any collusion or collusive activity,
or otherwise taken any action which in any way restricts or restraints the
competitive nature of this solicitation, including but not limited to the prior
discussion of terms, conditions, pricing, or other offer parameters required by
this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is
presently suspended, or otherwise prohibited from participation in this
solicitation or any contract to follow thereafter by any government entity.

(Page 1 of 3 ATTACHMENT #3)

6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(Page 2 of 3 ATTACHMENT #3)

3. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(Page 3 of 3 ATTACHMENT #3)

ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

ATTACHMENT #5 - ADDENDUM RECEIPT ACKNOWLEDGEMENT

CITY OF CRESTVIEW, FLORIDA REQUEST FOR PROPOSAL (RFP) 26-11-13-PMO / RC Track Cover & ADA Access Improvements – Brookmeade Park

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) [26-11-13-PMO
PROPOSAL FOR RC Track Cover & ADA Access Improvements –
Brookmeade Park
PUBLIC ACCESS FORM**

_____, 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.

(Page 1 of 2 ATTACHMENT #6)

- 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: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(Page 2 of 2 ATTACHMENT #6)

ATTACHMENT #7 - CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(page 2 of 2, Attachment #7)

ATTACHMENT #8 - SUBCONTRACTOR PARTICIPATION

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: [26-11-13-PMO]	
Title: RC Track Cover & ADA Access Improvements – Brookmeade Park		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

(page 1 of 2, Attachment #8)

When applicable, the Proposer will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(page 2 of 2, Attachment #8)

ATTACHMENT #9 - REFERENCES

Reference 1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Reference 2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Reference 3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

The Proposer shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

ATTACHMENT #10 - STATEMENT OF "NO SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to:

City of Crestview

198 North Wilson Street

P.O. Box 1209

Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR _____,
[Number] titled _____[TITLE] for the following
reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

ATTACHMENT #11 – MBE Certification

This is to certify to the City of Crestview that _____ (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
4. ☐ No qualified minority and women's businesses were located after making good faith efforts to identify qualified businesses.
- 5.
2. ☐ Solicited minority and women's businesses whenever they are potential sources, or
6. ☐ No qualified minority and women's businesses were identified as potential sources after making good faith efforts to identify qualified businesses.
- 7.
3. ☐ Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses, or
8. ☐ It was not economically feasible to divide requirements into small tasks or quantities on this project for the following reason(s):
9. _____
10. _____
11. _____
4. ☐ Where feasible, established delivery schedules which will encourage participation by minority and women's businesses, or
12. ☐ It was not feasible to establish alternative delivery schedules for this project for the following reason(s):
13. _____
14. _____
15. _____
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.

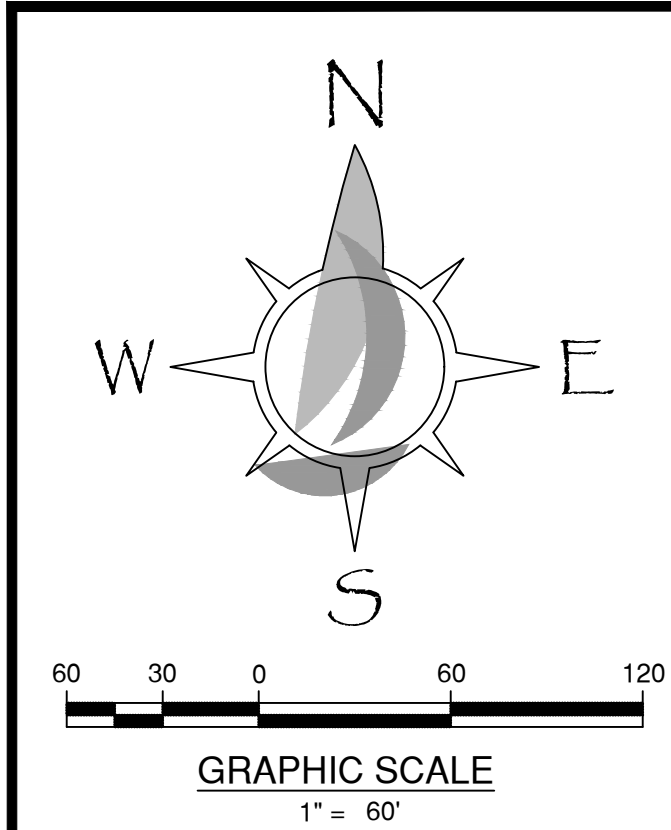
The undersigned representative of Vendor hereby certifies that all information provided herein is correct to the best of my knowledge and belief.

Signature

Date

Title

[END OF DOCUMENT]



Abbreviations:

D = DEED
F = FIELD
C/L = CENTERLINE
R/W = RIGHT-OF-WAY
P/L = PROPERTY LINE
L.B. = LICENSED SURVEYING & MAPPING BUSINESS
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
TYP. = TYPICAL
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
EOP = EDGE OF PAVEMENT
EX. = EXISTING
CONC. = CONCRETE
FAC = FOUND ALUMINUM CAP & IRON ROD
FIR = FOUND CAPPED IRON ROD
F.C.M. = FOUND CONCRETE MONUMENT
S.I.R. = SET CAPPED IRON ROD
= NUMBER
FB = FIELD BOOK
INV. = INVERT
ELL. = ELLIPTICAL

FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CCR = CERTIFIED CORNER RECORD
DOC. = DOCUMENT
REF. = REFERENCE BEARING
S.F. = SQUARE FEET
LLC = LIMITED LIABILITY COMPANY
& SEAS = SEASIDE ENGINEERING & SURVEYING, LLC
NAD = NORTH AMERICAN DATUM
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SN&D = SET NAIL & DISC
T3N = TOWNSHIP 3 NORTH
R23W = RANGE 23 WEST
1/4 = QUARTER
APPROX. = APPROXIMATELY
ID. = IDENTIFICATION
TBM = TEMPORARY BENCHMARK
SMH = STORM MANHOLE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED POLYETHYLENE PIPE

Legend:

POWER POLE
FIRE HYDRANT
WATER VALVE
BACKFLOW PREVENTER
BENCHMARK LOCATION
GUY ANCHOR AND WIRE
TELEPHONE SERVICE BOX
LAMP POLE
WATER METER
NATURAL GAS METER
FIBER OPTIC MARKER POST
GAS MARKER POST
FOUND IRON ROD/PIPE
SET IRON ROD LB #7191
FOUND NAIL AND DISC
FOUND CONCRETE MONUMENT
FOUND RAILROAD SPIKE
STORM INLET
ROAD SIGN
FLAG POLE
GROUND LIGHT
BOLLARD

(28)

SECTION NUMBER
OVERHEAD ELECTRICAL LINE
RIGHT-OF-WAY LINE
SECTION LINE
WETLANDS LINE
STOCK WIRE FENCE
CHAIN LINK FENCE
WOOD PRIVACY FENCE
ASPHALT PAVEMENT
CONCRETE PAVEMENT
DIRT ROAD
GRAVEL ROAD

Flood Statement:

THIS IS TO CERTIFY THAT I HAVE CHECKED THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 12091C0260 J (COMMUNITY PANEL NO. 120597 0260 J) EFFECTIVE DATE MARCH 09, 2021 AND FIND THE ABOVE PROPERTY TO BE IN ZONE X.

Survey Notes:

- SEASIDE ENGINEERING AND SURVEYING, LLC (SEAS) HAS NOT BEEN PROVIDED A TITLE OPINION OR ABSTRACT OF THE PROPERTY SHOWN HEREON, NOR HAS SEAS PERFORMED A SEARCH OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
- BEARINGS ARE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD 83) AND ARE REFERENCED TO THE WEST LINE OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA HAVING A BEARING OF S01°12'29"W.
- BEARINGS AND DISTANCES SHOWN HEREON ARE FIELD UNLESS OTHERWISE NOTED.
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, U.S. SURVEY FOOT. BENCHMARKS AS SHOWN.
- THERE MAY BE ADDITIONAL RESTRICTIONS AND EASEMENTS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
- UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
- SURVEY DATA DEPICTED HEREON WHICH IS OUTSIDE OF THE DESCRIBED PROPERTY DOES NOT IMPLY OWNERSHIP AND IS SHOWN STRICTLY FOR INFORMATIONAL PURPOSES ONLY.
- GRAPHICAL REPRESENTATION OF UTILITIES, SIGNAGE, AND SURVEY MONUMENTS MAY BE EXAGGERATED IN SCALE FOR CLARITY.

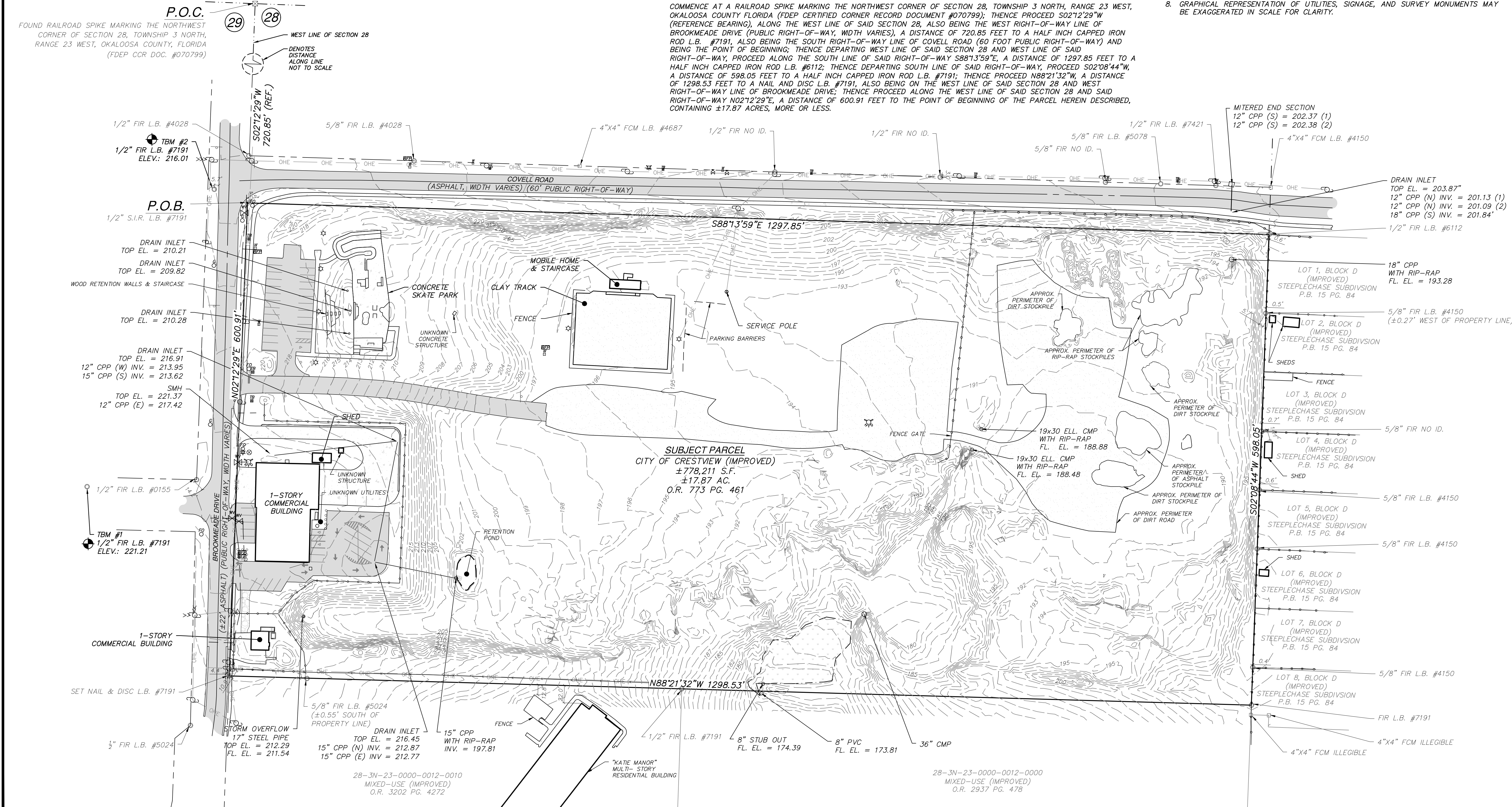
Legal Description: (As Furnished) O.R. 733 PG. 461

"THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA"

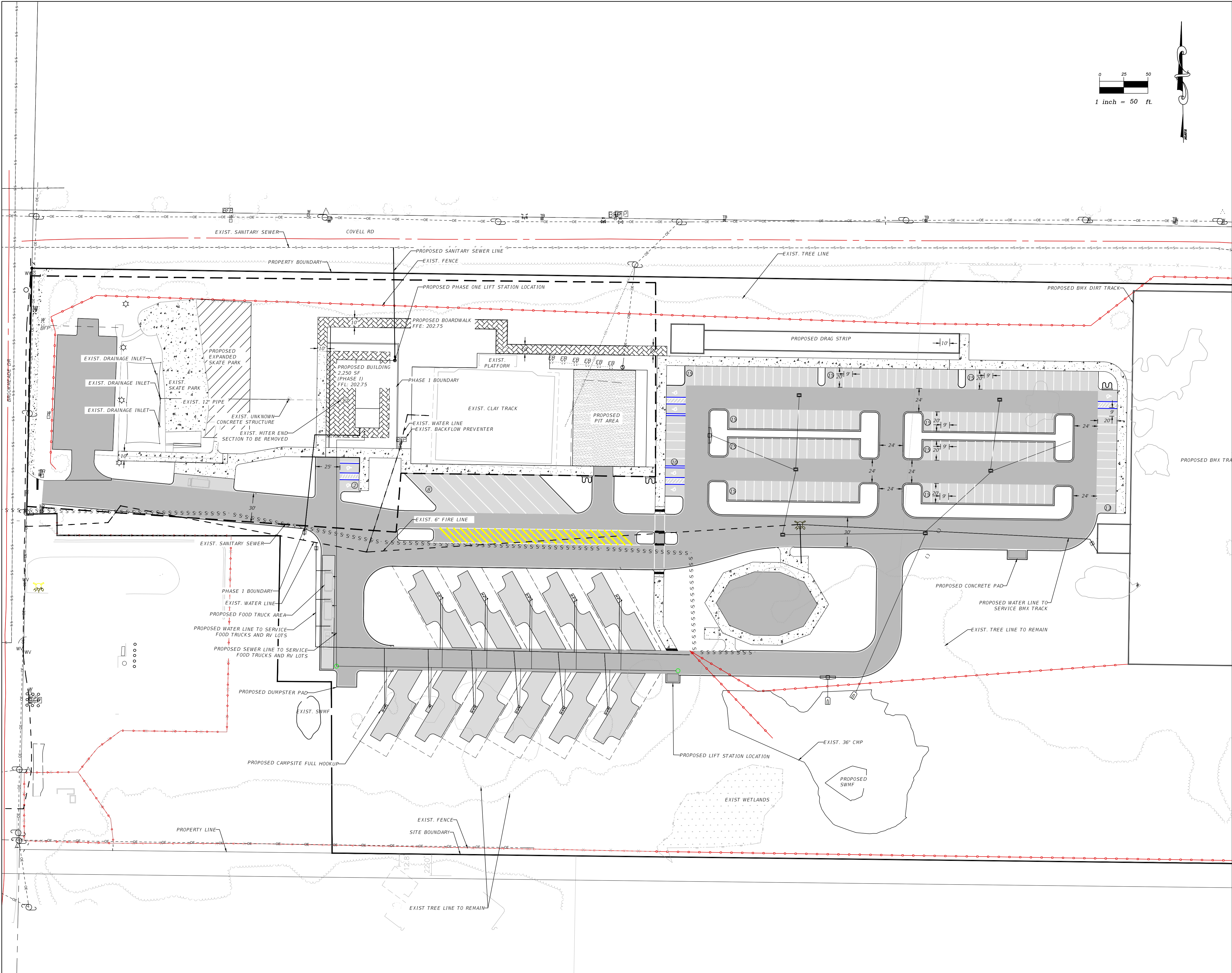
Legal Description: (As Surveyed)

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY FLORIDA (FDEP CERTIFIED CORNER RECORD DOCUMENT #070799); THENCE PROCEED S02°12'29"W (REFERENCE BEARING), ALONG THE WEST LINE OF SAID SECTION 28, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF BROOKMEADE DRIVE (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), A DISTANCE OF 720.85 FEET TO A HALF INCH CAPPED IRON ROD L.B. #7191, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF COVELL ROAD (60 FOOT PUBLIC RIGHT-OF-WAY) AND BEING THE POINT OF BEGINNING; THENCE DEPARTING WEST LINE OF SAID SECTION 28 AND WEST LINE OF SAID RIGHT-OF-WAY, PROCEED ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY S88°13'59"E, A DISTANCE OF 1297.85 FEET TO A HALF INCH CAPPED IRON ROD L.B. #6112; THENCE DEPARTING SOUTH LINE OF SAID RIGHT-OF-WAY, PROCEED S02°08'44"W, A DISTANCE OF 598.05 FEET TO A HALF INCH CAPPED IRON ROD L.B. #7191; THENCE PROCEED N88°21'32"W, A DISTANCE OF 1298.53 FEET TO A NAIL AND DISC L.B. #7191, ALSO BEING ON THE WEST LINE OF SAID SECTION 28 AND WEST RIGHT-OF-WAY LINE OF BROOKMEADE DRIVE; THENCE PROCEED ALONG THE WEST LINE OF SAID SECTION 28 AND SAID RIGHT-OF-WAY N02°12'29"E, A DISTANCE OF 600.91 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING ±17.87 ACRES, MORE OR LESS.



BY: Christopher A. Gray, P.S.M. DATE: 09/22/2022 REVISIONS: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z		SEAS Seaside Engineering And Surveying, LLC Ph: (850) 650-9563 Fax: (850) 998-6812 Baker, FL 32531	
LEGAL DESCRIPTION: SEE LEFT		OKALOOSA COUNTY, FLORIDA PLAT BOOK N/A, PAGE N/A SECTION 28, TOWNSHIP 3N, RANGE 23W THIS SHEET IS THE PROPERTY OF SEAS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT EXPRESS WRITTEN CONSENT FROM SEAS.	
TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC		DATE OF SURVEY: 09/22/2022	
SURVEY FOR: CITY OF CRESTVIEW		DATE DRAWN: 10/05/2022	
FIELD BOOK: 22-68		DRAWN BY: J.J.C.	
SHEET 1 OF 1		PROJECT PATH: F:\Current\Surveying\22-185 (Brookmeade Wetlands Delineation)	
SEAS PROJECT No.: 22-185-0122		© COPYRIGHT SEAS 2022	



PROJECT DATA

PARCEL I.D. # 28-3N-23-0000-0011-0000
PROJECT NAME: BROOKMEADE PARK
OWNER/APPLICANT: CITY OF CRESTVIEW
PLANS PREPARED BY: ALDAY-HOWELL ENGINEERING, INC.
4100 S. FERDON BLVD SUITE B2
CRESTVIEW, FL 32536
PROPOSED BUILD OUT DATE: 150 DAYS FROM ISSUANCE OF PERMITS

SITE DATA

EXISTING USE: PARK
PROPOSED USE: PUBLIC PARK
PROPOSED BUILDING AREA: 21,500 SF
PROPOSED BUILDING HEIGHT: 1 - STORY
REQUIRED SETBACKS:
BUILDING: FRONT - N/A
SIDE - N/A
REAR - N/A

ZONING:

PUBLIC LANDS (P)

FUTURE LAND USE:

PUBLIC LANDS (PL)

PARKING DATA

PROPER USE	FORMULA	CALCULATION	REQUIRED
COMMUNITY RECREATION CENTER	1 SPACE/300 SF	15,777 SF/300 SF	53 SPACES
ADA PARKING SPACE	6 ADA SPACES/168 SPACES	151 TO 200	6 ADA SPACES
TOTAL PROVIDED PARKING SPACES			153 SPACES 7 ADA SPACES 8 LOADING SPACES
BIKE SPACES	1 BIKE SPACE/10 SPACES	168 SPACES/10	16.8 SPACES
TOTAL PROVIDED BIKE SPACES			20 SPACES (4 RACKS)

STATISTICAL INFORMATION:

DESCRIPTION	AREA (SF)	AREA (AC)	% COVERAGE
TOTAL AREA OF SITE	681,610	15.65	100
PROPOSED BUILDING FOOTPRINT	27,675	0.63	4
VEHICULAR USE AREA	157,244	3.61	23
SIDEWALK AND MISC. IMPERVIOUS	30,246	0.69	4
STORMWATER FACILITY	17,991	0.41	3
TOTAL IMPERVIOUS (POST) (NOT INCLUDING STORMWATER FACILITY)	215,165	4.93	32

LEGEND:

- INDICATES HEAVY DUTY PAVEMENT
- INDICATES LIGHT DUTY PAVEMENT
- INDICATES BOARDWALK AREA
- INDICATES 4" CONCRETE SIDEWALK

ALDAY-HOWELL

ENGINEERING, INC.

4100 S. PERSON BLVD, SITE B2

CRESTVIEW, FL 32536

PHONE (850) 634-6084 • FAX (850) 526-4740

E-MAIL: info@aldayhowell.com

FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS		
DESCRIPTION	INITIALS	DATE

CLIENT:

CITY OF CRESTVIEW

PROJECT:

BROOKMEADE PARK

SHEET TITLE:

OVERALL SITE PLAN

1"

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID.

NOT VALID UNLESS EMBOSSED

JOB NO. 23-028

DRAWN BY NMM

CHECKED BY JSF

DATE 12/22/23

SHEET 3



RC Track Cover and ADA Access Improvements – Brookmeade Park

Existing Site Conditions (Photos)



This Parking Space
Reserved For
Jimmy Woodley
Classic RC

NO BIKES

PLEASE
DO NOT ROW ON TRACK WHEN IT IS WET
MUDDY OR HAS STANDING WATER ON IT
THANK YOU/MANAGEMENT















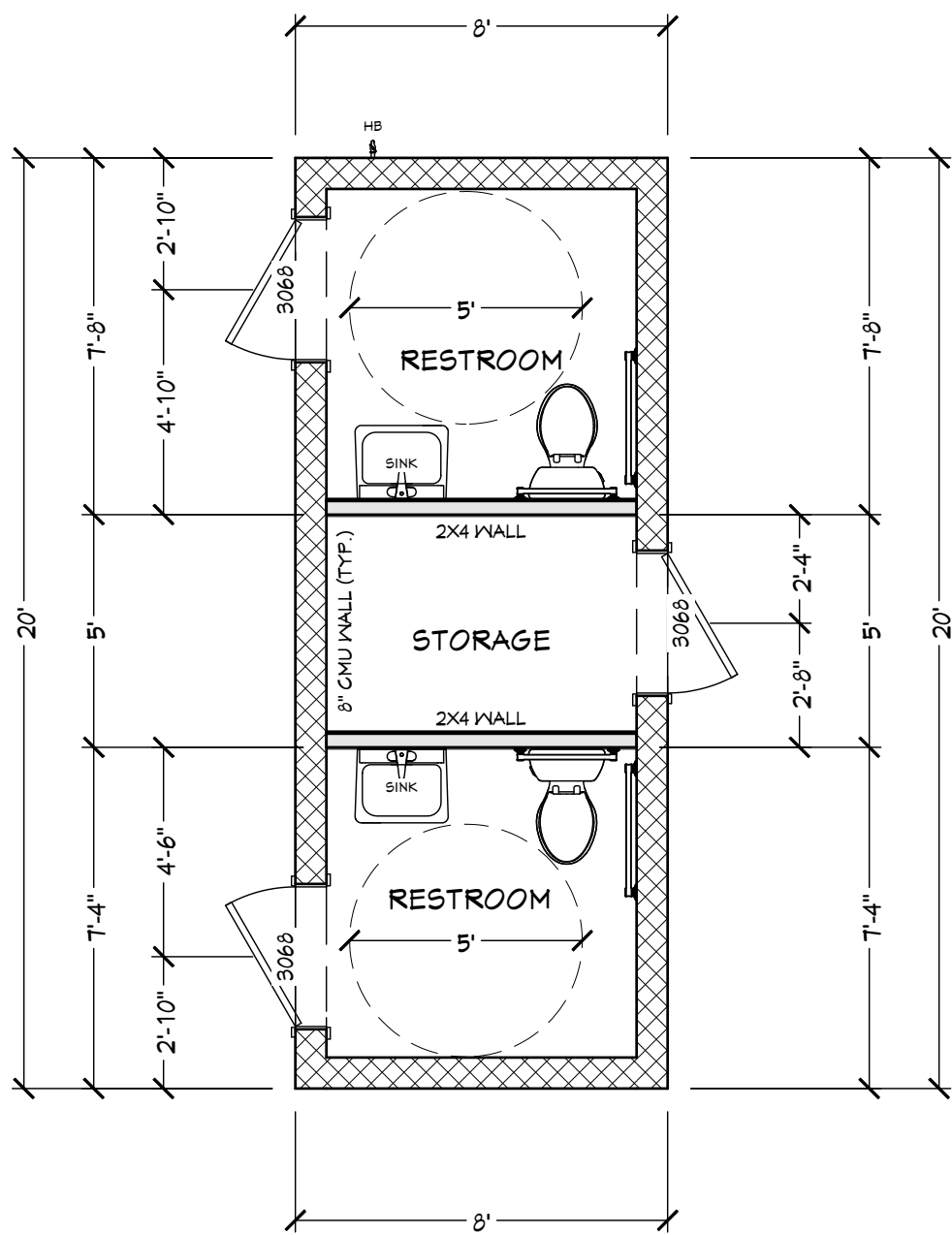
- General Information:
- While every attempt has been made in the preparation of these plans to avoid mistakes, the preparer cannot guarantee against human error. The contractor/owner shall check for accuracy before and during construction.
 - It is the responsibility of the contractor/owner to ensure the structure is built to strict compliance with these plans and all governing codes.
 - The approved plans shall be on site at the time of all inspections. The job site box must be posted at a height of 4 to 6 feet from the ground with the inspection card, all permits and notice of commencement inside.
 - Interior finishes are not addressed in these plans.

AREAS:

160 SF

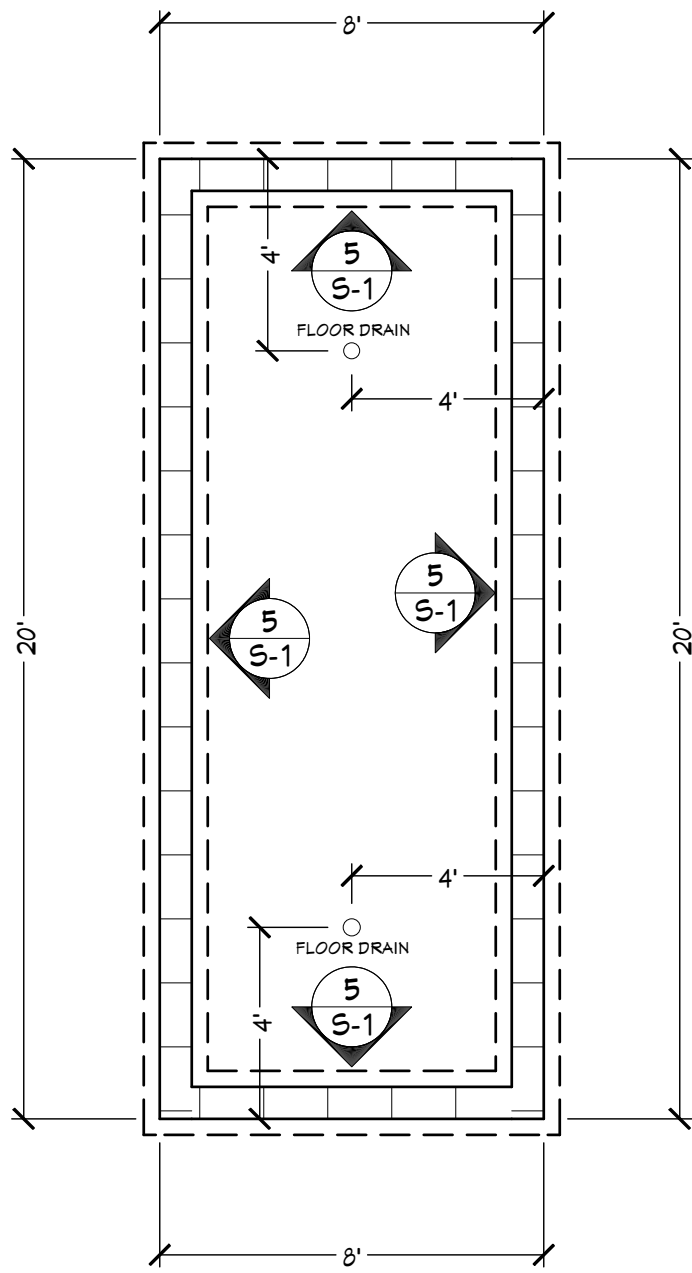
SHEET INDEX

1. GENERAL NOTES/ ELEVATIONS/ FLOOR PLAN/ ROOF PLAN/ CEILING PLAN/ FOUNDATION/ ELECTRICAL PLAN
2. STRUCTURAL SHEET S-1
3. STRUCTURAL SHEET S-2
4. STRUCTURAL SHEET S-3



FLOOR PLAN

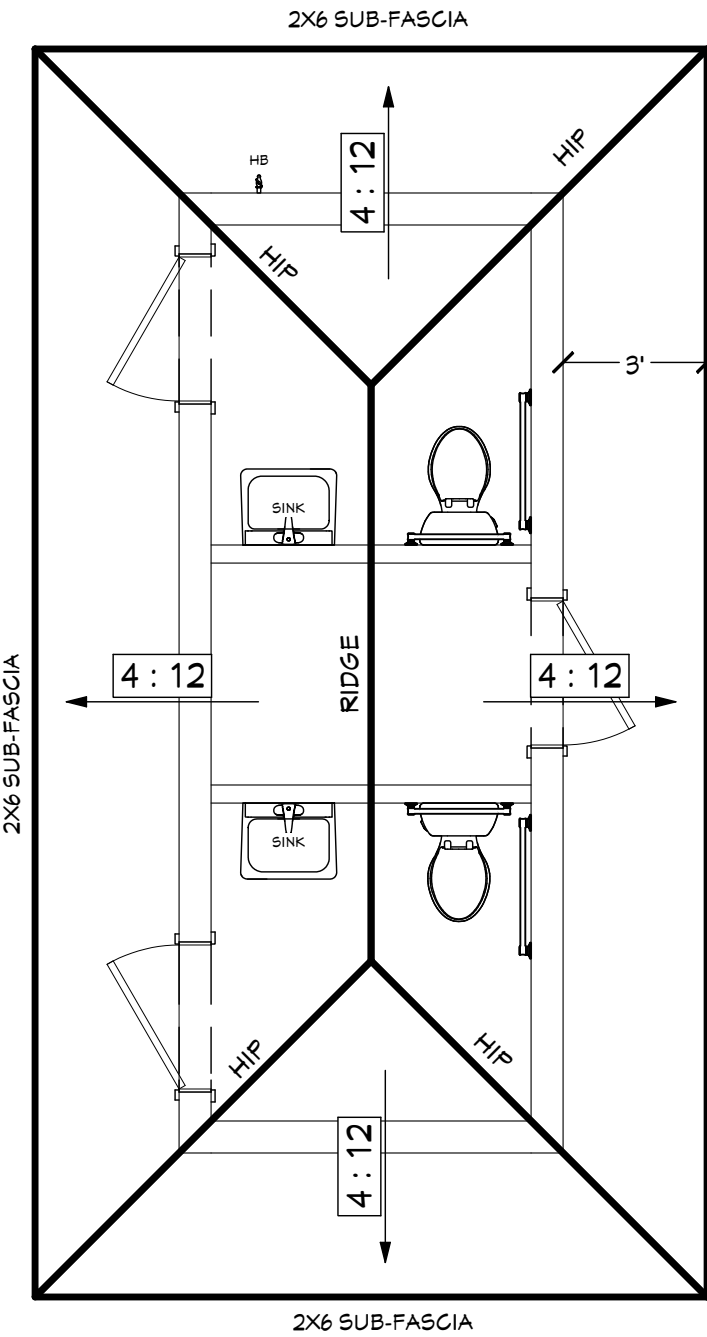
SCALE: 1/4"=1'



FOUNDATION PLAN

SCALE: 1/4" = 1'

FOR CONCRETE SPECIFICATIONS SEE SHEET 1
FOR SECTION DETAILS SEE SHEET S-1



ROOF PLAN

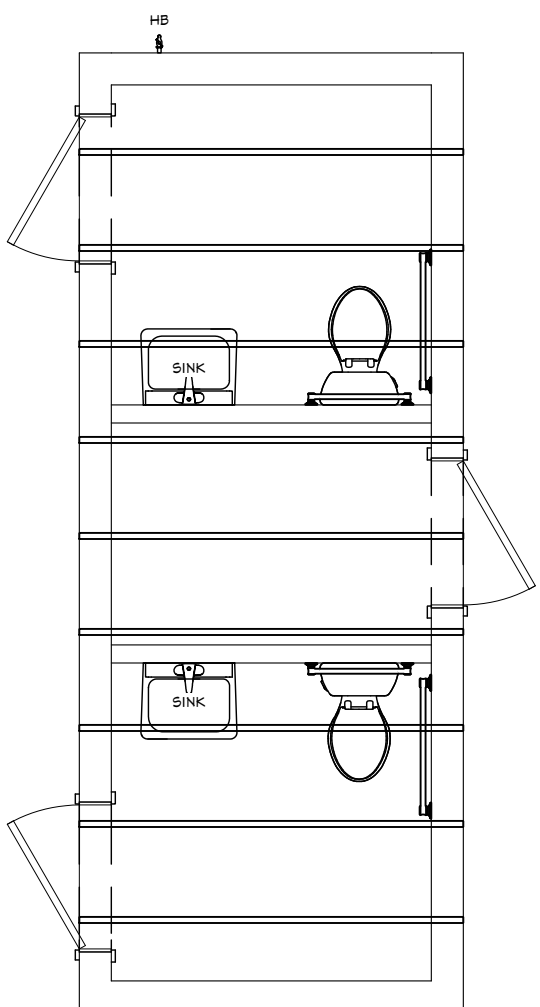
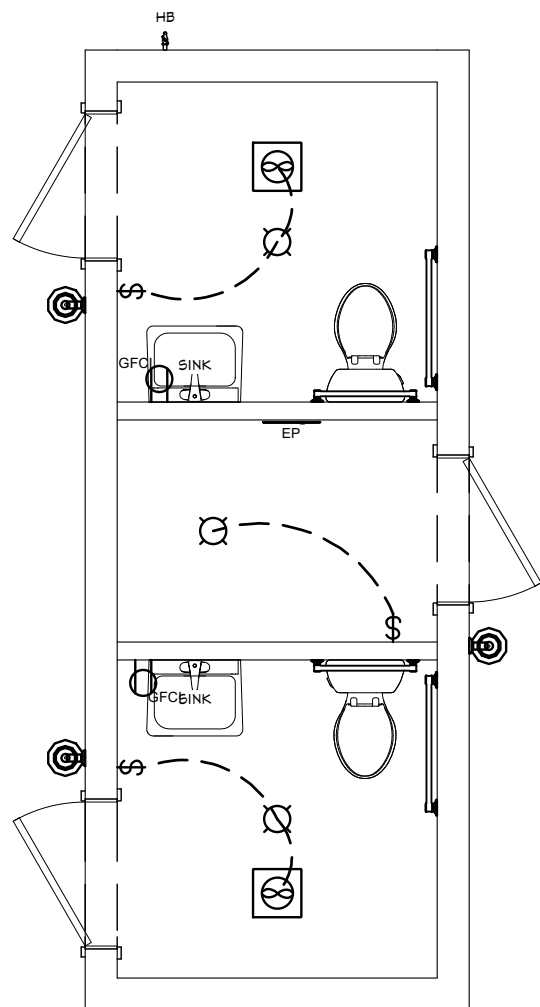
SCALE: 1/4" = 1'

SPAN LIMITS				
RAFTERS:				
LL=20 PSF, DL= 15 PSF				
REPETITIVE MEMBER FACTOR 1.15				
LOAD DURATION FACTOR 1.25				
L/180 DEFECTION				
SPACING	2X6	2X8	2X10	2X12
12"	14'-5"	18'-3"	21'-8"	25'-6"
16"	12'-6"	15'-10"	18'-9"	22'-1"
19.2"	11'-5"	14'-5"	17'-1"	20'-2"
24"	10'-2"	12'-11"	15'-4"	18'-0"

ELECTRICAL - DATA - AUDIO LEGEND	
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans: Ceiling Mounted
	Ceiling Mounted Light Fixtures: Surface/Pendant, Recessed, Lou Voltage
	Wall Mounted Light Fixtures: Flush Mounted, Wall Sconce
	Fluorescent Light Fixture
	240V Receptacle
	110V Receptacles: Duplex, Weather Proof, GFCI
	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
	Switches: Dimmer, Timer
	Speakers: Ceiling Mounted, Wall Mounted
	Wall Jacks: CAT5, CAT5 + TV, TV/Cable
	Telephone Jack
	Thermostat
	Door Chime, Door Bell Button
	Smoke Detector / Carbon Monoxide Combo
	Electrical Breaker Panel
	Puck Light

SUGGESTED ELECTRICAL PLAN

SCALE: 1/4" = 1'



SUGGESTED CEILING FRAMING PLAN

SCALE: 1/4" = 1'

SPAN LIMITS				
CEILING JOISTS:				
LL=20 PSF, DL= 10 PSF				
REPETITIVE MEMBER FACTOR 1.15				
LOAD DURATION FACTOR 1.0				
L/240 DEFECTION				
SPACING	2X4	2X6	2X8	2X10
12"	9'-3"	13'-11"	17'-7"	20'-11"
16"	8'-0"	12'-0"	15'-3"	18'-1"
19.2"	7'-4"	11'-0"	13'-11"	16'-6"
24"	6'-7"	9'-10"	12'-6"	14'-9"



DreamHome Designs
& Drafting, Inc.

3972 High Ridge Rd.
Crestview, Florida 32539
850-262-8418

ENGINEER:

BAYSIDE ENGINEERING & CONSULTING, LLC.

ENGINEERING FIRM REGISTRY #34567
J.D. BASS P.E. LICENSE #19460
SHALIMAR, FLORIDA 32574
EMAIL: joe.bass@bayside-eng.com
850-482-1515

GENERAL NOTES
ELEVATIONS

PREPARED FOR:

(3) PROJECT LOCATIONS,
CITY OF CRESTVIEW RESTROOM

Plan #

24175

Sheet #

1



S-1

D

C

→

B

A

SECTION 1. – DESIGN CRITERIA

- A. CONSTRUCTION SHALL COMPLY WITH ALL THE FOLLOWING CODES AND GUIDANCE DOCUMENTS
- 2023 FLORIDA BUILDING CODE, RESIDENTIAL (FBC-R), 8TH EDITION
 - AWC: WOOD FRAME CONSTRUCTION MANUAL FOR ONE- AND TWO-FAMILY DWELLINGS, LATEST EDITION.
 - AWC: SPECIAL DESIGN PROVISIONS FOR WIND AND SEISMIC (SDPWS), LATEST EDITION
 - AITC: TIMBER CONSTRUCTION MANUAL, LATEST EDITION
 - ACI: CODE REQUIREMENTS FOR RESIDENTIAL CONCRETE, LATEST EDITION (ACI 332)
 - ACI: BUILDING CODE REQUIREMENTS AND SPECIFICATION FOR MASONRY STRUCTURES, LATEST EDITION (ACI 530)
 - ACI: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, LATEST EDITION (ACI 318)
 - CRSI: PLACING REINFORCING BARS, LATEST EDITION

GENERAL		FLOOR TRUSS DESIGN LOADS		ROOF TRUSS DESIGN LOADS	
FLOOR	40 PSF	TCLL	40 PSF	TCLL	20 PSF
DECKS	40 PSF	TCOL	15 PSF	TCOL	15 PSF
BALCONIES	40 PSF	BCLL	0 PSF	BCLL	0 PSF (EXCEPTIONS AS REQUIRED PER FBC TABLE R301.5)
ROOF	20 PSF	BCOL	10 PSF	BCOL	10 PSF

NOTE: AS NOTED ON FLOOR PLANS, INTERIOR SHEAR WALLS BEARING ON FLOOR TRUSS SYSTEMS SHALL BEAR ON FULL LENGTH (3) 1-3/4"X 16" LVL'S

- C. MAIN WIND FORCE RESISTING SYSTEM (MWFRS) DESIGN ASSUMPTIONS

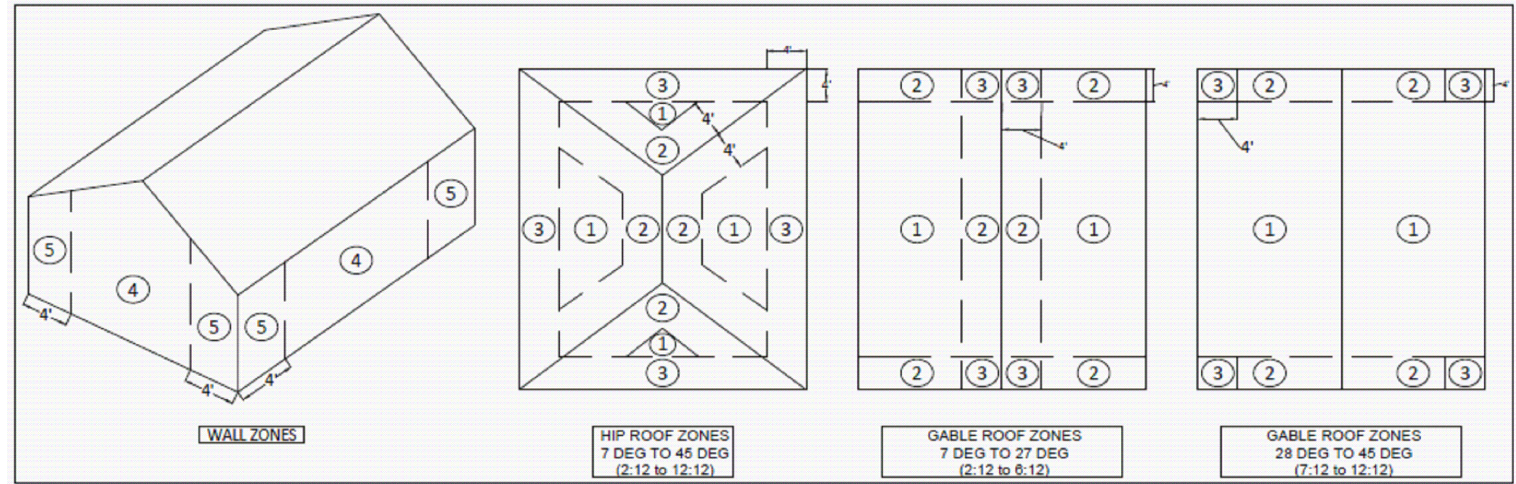
ULTIMATE DESIGN WIND SPEED, V_{ult}	150 (IF WALTON COUNTY, BY INTERPOLATION)
IMPORTANCE FACTOR	1
RISK CATEGORY	II
EXPOSURE CATEGORY	B
INTERNAL PRESSURE COEFFICIENT	-0.18 TO +0.18
BUILDING TYPE	ENCLOSED
MEAN ROOF HEIGHT	40'

- D. MAIN WIND FORCE RESISTING SYSTEM (MWFRS) DESIGN METHOD – DIRECTIONAL PROCEDURE:

ZONE	CONDITION	SIDE	PSF
WALL	WORST CASE: (G _{CH}), 3 rd STORY (WHERE APPLICABLE)	WINDWARD	30.05
WALL	WORST CASE: (G _{CH}), 2 nd STORY (WHERE APPLICABLE)	WINDWARD	27.64
WALL	WORST CASE: (G _{CH}), 1 st STORY	WINDWARD	25.42
ROOF	WORST CASE: NORMAL TO RIDGE	LEEWARD	-24.11
OVERHANG	WORST CASE: NORMAL TO RIDGE	LEEWARD	-41.58

- E. ALL COMPONENTS AND CLADDING SHALL COMPLY WITH THE FOLLOWING DESIGN PRESSURES CONSISTENT WITH FBC, RESIDENTIAL TABLE R301.2(2) AND FIGURE R301.2(7):

	ZONES PER FIGURE R301.2(7)	EFFECTIVE WIND AREA (SQ. FT)	LOADS (PSF)	
			(+)	(-)
GABLE ROOF > 7" TO 20" (INCL. 2:12 & 4:12)	1	ALL	17.5	-48.9
	2	ALL	17.5	-64.6
	3	ALL	17.5	-84.8
GABLE ROOF > 20" TO 27" (INCL. 5:12 & 6:12)	1	ALL	17.5	-37.7
	2	ALL	17.5	-60.2
	3	ALL	17.5	-71.3
GABLE ROOF > 27" TO 45" (INCL. 7:12 TO 12:12)	1	ALL	24.2	-44.5
	2	ALL	24.2	-48.9
	3	ALL	24.2	-60.2
HIP ROOF 7" TO 20" (INCL. 3:12 & 4:12)	1	ALL	19.7	-44.5
	2	ALL	19.7	-57.9
	3	ALL	19.7	-62.3
HIP ROOF > 20" TO 27" (INCL. 5:12 & 6:12)	1	ALL	19.7	-35.4
	2	ALL	19.7	-48.9
	3	ALL	19.7	-48.9
HIP ROOF > 27" TO 45" (INCL. 7:12 TO 12:12)	1	ALL	19.7	-37.7
	2	ALL	19.7	-44.5
	3	ALL	19.7	-57.9
	4	10	26.5	-28.7
	4	20	25.3	-27.5
	4	50	23.7	-25.9
	4	100	22.6	-24.7
	5	10	26.5	-35.4
	5	20	25.3	-33.0
WALLS	5	50	23.7	-29.9
	5	100	22.6	-27.5



- F. PRESUMPTIVE LOAD-BEARING CAPACITY OF SOIL. (DEVIATIONS REQUIRE ENGINEER APPROVAL).

- PURSUANT TO FBC R401.4.1, SOIL LOAD BEARING CAPACITY IS ASSUMED TO BE 2,000 PSF. FBC TABLE R401.4.1 ASSOCIATES 2,000 PSF SOIL BEARING CAPACITY WITH CLASS OF MATERIALS, "SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL AND CLAYEY GRAVEL".
- THE ENGINEER OF RECORD HAS NOT SUBSTANTIATED THE SOIL BEARING CAPACITY.
 - IF THE BUILDER OR OWNER BELIEVES THE CLASS OF MATERIALS IS DIFFERENT THAN LISTED ABOVE, HAS CONCERNS, OR WISHES TO SUBSTANTIATE PRESUMPTIVE SOIL LOAD-BEARING VALUES, A GEOTECHNICAL INVESTIGATION BY A REGISTERED DESIGN PROFESSIONAL PURSUANT TO FBC IS HIGHLY RECOMMENDED.

SECTION 2. – GENERAL CONSTRUCTION

- A. ENGINEERING DRAWINGS SHOWN ARE TYPICAL AND NOT TO SCALE (NTS).
- B. EVERY EFFORT HAS BEEN MADE TO AVOID ERRORS; IF A DISCREPANCY EXISTS, THE MORE RESTRICTIVE AND CONSERVATIVE INTERPRETATION CONTROLS THAT SPECIFICATION OR DETAIL UNLESS AND UNTIL THE ENGINEER OF RECORD PROVIDES WRITTEN CLARIFICATION STATING OTHERWISE.
- C. ALTHOUGH, A SURVEY AND/OR SITE PLAN MAY BE INCLUDED IN THE ENGINEERED SET FOR REFERENCE, THE ENGINEER HAS NOT REVIEWED EITHER AND MAKES ABSOLUTELY NO CLAIM WHATSOEVER AS TO IT/THEIR ACCURACY OR CORRECTNESS.

- D. GENERALLY, IF A DISCREPANCY EXISTS BETWEEN PLANS AND ENGINEERING DETAILS OR NOTES, ENGINEERING DETAILS AND NOTES TAKE PRECEDENCE; HOWEVER, UNTIL THE ENGINEER PROVIDES CLARIFICATION, THE MORE CONSERVATIVE INTERPRETATION CONTROLS.
- E. UNBALANCED STEMWALLS SHALL BE ADEQUATELY BRACED BEFORE INSTALLING FILL DIRT TO PREVENT DAMAGE DURING INSTALLATION. STEMWALL INTEGRITY RELIES ON LATERAL SUPPORT FROM SLAB AND IS VULNERABLE UNTIL CONNECTED TO SLAB.
- F. ALL CONNECTORS, FASTENERS, AND HARDWARE SHALL BEAR THE APPROPRIATE CORROSION RESISTANT RATING FOR GIVEN ENVIRONMENTAL CONDITIONS INCLUDING BUT NOT LIMITED TO HARDWARE USED IN DIRECT CONTACT WITH PRESSURE TREATED LUMBER CONTAINING COPPER SUCH AS ACQ, CCA, AND OTHERS.
- G. ALL COMPONENTS AND CLADDING AND ALL HARDWARE (HURRICANE STRAPS, ETC.) SHALL BE CONNECTED PER MANUFACTURER INSTRUCTIONS WITH CORRECT FASTENERS, FASTENER QUANTITIES, AND ATTACHMENT DETAILS SUCH AS CORRECT ANGLES.
 - WHERE MANUFACTURER INSTRUCTIONS ALLOW BOTH MINIMUM AND MAXIMUM QUANTITIES OF FASTENERS CORRESPONDING TO DIFFERENT UPLIFT VALUES, THE QUANTITY CORRESPONDING TO MAXIMUM UPLIFT VALUE SHALL BE USED.
 - MANUFACTURER INSTRUCTIONS ARE AVAILABLE HERE: [HTTPS://FLORIDABUILDING.ORG/PR/PR_APP_SRCH.ASPX](https://floridabuilding.org/pr/pr_app_srch.asp)
- H. ALTERNATE CONNECTORS MAY BE SUBSTITUTED FOR SIMPSON STRONGTIE IF THEIR LOAD CAPACITIES MEET OR EXCEED THOSE SPECIFIED. ALL CONNECTORS SHALL BE INSTALLED PURSUANT TO MANUFACTURER'S REQUIREMENTS FOR MAXIMUM CAPACITY.
- I. ALL HARDWARE SUCH AS THREADED RODS, NUTS, WASHERS, AND COUPLERS SHALL BE MINIMUM ASTM A36, A307 GRADE C MATERIAL PRODUCED FROM 1006-1010 STEEL AND ZINC OR GALVANIZED COATED IAW B633 OR ASTM A153 CLASS C RESPECTIVELY.
- J. EACH BEAM AND GIRDER SHALL BE INSTALLED WITH FULL END BEARING SURFACE RECOMMENDED BY THE MANUFACTURER OR THE SOUTHERN FOREST PRODUCTS ASSOCIATION (SEE [HTTPS://WWW.SOUTHERNPINE.COM/SPAN-TABLES](https://www.southernpine.com/span-tables)) FOR GIVEN SPAN WITH A DIRECT GRAVITY LOAD PATH FULLY BLOCKED ACROSS EACH FLOOR TRUSS/JOIST SPACE, TO THE FOUNDATION.
- K. EXTERIOR GLAZED OPENINGS LOCATED IN WIND-BORNE DEBRIS REGIONS SHALL HAVE PROTECTION PURSUANT TO FBC R301.2.1.2.

SECTION 3. – TIMBER SPECIFICATIONS

- A. STRUCTURAL TIMBER INCLUDING ALL ROOF MEMBERS SHALL BE VISUALLY GRADED #2 SOUTHERN YELLOW PINE (SYP) WITH MAX MOISTURE CONTENT 19% OR WHERE ALLOWED FOR WALL STUDS LODGE POLE (LP) WITH ALLOWABLE STRESSES AS FOLLOWS:

NOMINAL DIMENSION (INCHES)	SPECIFIC GRAVITY (G)	MODULUS OF ELASTICITY (E)	COMPRESSION PERPENDICULAR TO GRAIN (F _c)	COMPRESSION PARALLEL TO GRAIN (F _c)	NORMAL DURATION TENSION (F _t) (C _r = C _r + 1.0)	NON-REPETITIVE MEMBERS DESIGN VALUES (PSI)		REPETITIVE MEMBERS DESIGN VALUES (PSI) (JOISTS, RAFTERS, STUDS, ETC.)	
						REPETITIVE MEMBER NORMAL DURATION TENSION (F _t) (C _r = 1.15)	REPETITIVE MEMBER 7-DAY (CONSTRUCTION) LOADING TENSION (F _t) (C _r = 1.15 AND C _p = 1.25)		
#2 SYP	2 X 4	0.55	1,400,000	565	1,450	1,100	1,265	1,580	
	2 X 6				1,400	1,000	1,150	1,440	
	2 X 8				1,350	925	1,065	1,330	
	2 X 10				1,300	800	920	1,150	
	2 X 12				1,250	750	865	1,080	
	LODGE POLE (LP)				1,000	775		NOT ALLOWED FOR ROOFING MEMBERS	

- B. BENDING DESIGN VALUES SHALL BE ADJUSTED BY A FACTOR OF 0.85 WHEN TIMBER MOISTURE CONTENT CAN EXCEED 19%.
- C. STRUCTURAL LAMINATED TIMBER AND BEAMS SHALL COMPLY WITH THE FOLLOWING CRITERIA AND MINIMUM ALLOWABLE STRESSES:

DESIGN PROPERTY	GLUE LAMINATED TIMBER	LAMINATED VENEER LUMBER (LVL)
ADDITIONAL	VISUALLY GRADED SYP	N/A
BENDING STRESS	2,400 PSI	3,100 PSI
MODULUS OF ELASTICITY	1,800,000 PSI	2,100,000 PSI
HORIZONTAL SHEAR STRESS (F _v)	300 PSI	285 PSI

SECTION 4. – CONCRETE AND MASONRY REINFORCING STEEL

- A. FOOTING AND SLAB REINFORCING STEEL SHALL BE GRADE 60; ALL FOOTING STEEL SHALL BE CONTINUOUS WITH CORNER BARS AT ALL CORNERS AND END WALL INTERSECTIONS.
- B. ALL SPLICES SHALL BE CONTACT LAP SPLICES, STAGGERED A MINIMUM OF 0.3 TIMES THE LAP SPlice LENGTH, SHALL NOT BE SPLICED AT POINTS OF INFLECTION, AND MINIMUM LAPS SPlice LENGTHS SHALL BE AS FOLLOWS:
- | | TENSION LAP SPlice LENGTH | TENSION DEVELOPMENT LENGTH | TENSION DEVELOPMENT LENGTH FOR STANDARD HOOK W/ AT LEAST 2-1/2" OF SIDE COVER PERPENDICULAR TO PLANE OF HOOK |
|--------|---------------------------|----------------------------|--|
| #4 BAR | 30" | 23" | 9" |
| #5 BAR | 38" | 28" | 11" |
- C. DOWEL HOOKS SHALL HAVE A MINIMUM HOOK LENGTH OF 6" AND BE EMBEDDED IN THE FOOTING A MINIMUM OF 3" ON THE BOTTOM AND SIDES AND 6" ON THE TOP.
- D. VERTICAL FOOTING DOWELS SHALL LAP VERTICAL WALL REINFORCEMENTS A MINIMUM OF 25".

SECTION 5. – CONCRETE – FOOTINGS AND SLAB

- A. FOOTINGS SHALL BEAR ON UNDISTURBED NATURAL SOILS OR ENGINEERED FILL (SEE FBC 1804.6).
- B. EXTERIOR FOOTINGS SHALL BE NOT LESS THAN 12" BELOW FINISHED GRADE; EXTERIOR WALLS SHALL BEAR ON CONTINUOUS FOOTINGS.
- C. ALL HORIZONTAL FOOTING BARS SHALL BE CONTINUOUS AND BE SUSPENDED WITH A MINIMUM OF COVER OF 3".
- D. CONCRETE FOR FOOTINGS AND SLABS SHALL BE HAVE MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS.
- E. EARTH SUPPORT SLAB SHALL BE A MINIMUM OF 4" THICK AND REINFORCED BY EITHER METHOD BELOW:
 - WWF 6 X 6 W1.4 X W1.4 SUSPENDED IN THE MIDDLE 1/3 OF THE SLAB; WWF SHALL CONFORM TO ASTM A1064/A1064 M AND BE SUPPORTED WITH APPROVED MATERIALS OR SUPPORTS AT A SPACING OF 3' OR LESS.
 - SYNTHETIC REINFORCING FIBERS COMPLIANT WITH ASTM C1116, 1/2" TO 2.25" IN LENGTH, AND MIXED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS BUT AT LEAST 1.0 POUND PER CUBIC YARD.
- F. UNLESS OTHERWISE REQUIRED BY HARDWARE ATTACHMENT DETAILS, ALL J-BOLTS SHALL BE A MINIMUM OF 5/8" X 10"; EMBEDDED A MINIMUM OF 7"; AND SPACED A MAXIMUM OF 24" O.C. IN EXTERIOR WALLS; ONE ANCHOR BOLT SHALL BE LOCATED WITHIN 6" TO 12" OF EACH END OF EACH SILL PLATE BOARD.
- IF A J-BOLT IS NOT INSTALLED IN THE CONCRETE AT A REQUIRED LOCATION, A 5/8" STRONG-BOLT* 2 OR TITEN HD* EMBEDDED A MINIMUM OF 5-1/2" MAY BE SUBSTITUTED. HOLES SHALL BE DRILLED WITH CORRECTLY SIZED BITS AND ANCHORS TORQUED PER MANUFACTURER'S INSTRUCTIONS.

SECTION 6. – MASONRY

- A. CMU'S SHALL CONFORM TO ASTM C-90; HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,000 PSI ON THE NET AREA; AND BE LAID IN A RUNNING BOND.
- B. MORTAR FOR CMU STRUCTURES SHALL CONFORM AT A MINIMUM TO ASTM C-270, TYPE M OR TYPE S.
- C. STEMWALL CMU CELLS SHALL BE FULLY GROUTED TO A MAXIMUM HEIGHT OF 2" BELOW THE TOP CELL OPENING TO CREATE A KEY. GROUT SHALL CONFORM TO ASTM C-476 AND HAVE A MINIMUM STRENGTH OF 3,000 PSI AT 28 DAYS. CELLS SHALL BE FILLED AT A MAXIMUM LIFT HEIGHT OF 4' AND MECHANICALLY VIBRATED TO PREVENT VOIDS.
- D. CMU STEMWALLS (5) BLOCKS HIGH OR LESS SHALL HAVE #4 VERTICAL DOWELS AT 48" O.C. WITH A STANDARD HOOK SUSPENDED A MINIMUM OF 3" IN FOOTINGS.
 - STEMWALLS (6)-(8) BLOCKS HIGH SHALL HAVE #4 VERTICAL DOWELS AT 24" O.C.
- E. CMU STEMWALLS SHALL HAVE A CONTINUOUS #4 HORIZONTAL BAR IN THE HEADER BLOCK.
- F. CMU WALLS:
 - ALL CMU SHALL BE LAID IN A RUNNING BOND.
 - VERTICAL REINFORCEMENTS:
 - ALL VERTICAL WALL REINFORCEMENTS SHALL BE CENTERED IN THE WALL CAVITY AND BE CONTINUOUS FROM THE BOTTOM OF THE WALL AND TERMINATE WITHIN 3'-4" OF WALL TOP WITH A STANDARD HOOK ORIENTED PARALLEL TO THE TOP HORIZONTAL BAR.
 - ALL WALLS SHALL HAVE (1) #5 VERTICAL BAR AT 32" O.C.
 - EACH CORNER OF EACH WALL SHALL HAVE (1) #5 VERTICAL BAR WITHIN 16" OF THE OUTSIDE CORNER.

- HORIZONTAL REINFORCEMENTS:
 - ALL CMU WALLS SHALL HAVE BOND BEAMS WITH (1) CONTINUOUS #5 HORIZONTAL BARS EACH.
 - ADDITIONALLY, ALL WALLS SHALL HAVE CONTINUOUS LADDER OR TRUSS REINFORCEMENTS AT THE TOP OF THE 3RD COURSE AND AT THE TOP OF THE 9TH COURSE.
- OPENINGS:
 - ALL WINDOWS AND DOORS SHALL HAVE (1) #5 VERTICAL BAR WITHIN 8" OF EACH SIDE OF ALL OPENINGS.
 - LINTELS SHALL CONFORM TO FBC R608.8.

SECTION 7. – FRAMING

- A. ALL WALL FRAMING SHALL AT A MINIMUM BE (IF REQUIRED HEIGHT NOT LISTED, CONTACT ENGINEER OF RECORD):

WALL HEIGHT	PLATES	STUD (#2 GRADE)	EXTERIOR, LOADBEARING, AND SHEAR WALL		INTERIOR NON-BEARING	
			SIZE	MAX. SPACING	STUD (#2 GRADE)	MAX. SPACING
8' – 9'	SYP	SYP, LP	2X4	16" O.C.	SYP, LP	2X4 16" O.C.
10'	SYP	SYP, LP	2X4 (SUPPORTS ROOF ONLY)	16" O.C.	SYP, LP	2X4 16" O.C.
11'	SYP	SYP	2X6	16" O.C.	SYP, LP	2X4 16" O.C.
12'	SYP	SYP	2X6	SYP: 16" O.C. LP: 12" O.C.	SYP, LP	2X4 16" O.C.

- B. STUDS IN EXTERIOR AND SHEAR WALLS SHALL BE FACE NAILED THROUGH SILL AND TOP PLATES.
- C. DOUBLE TOP PLATE SHALL BE CONTINUOUS AND CONSIST OF (2) 2X SYP NAILED TOGETHER WITH (2) 12D COMMON NAILS AT 12" O.C. AND SHALL OVERLAP AT CORNERS AND WALL INTERSECTIONS.
- D. WOOD-TO-WOOD FRAMED CONNECTIONS SHALL BE MADE WITH ADEQUATE BOLTS OR JOIST HANGERS. HANGER HEIGHT SHALL EQUAL 62% OF JOIST HEIGHT.
- E. THE MINIMUM NUMBER OF OPENING KING AND JACK STUDS SHALL COMPLY WITH THIS TABLE: **OR** THE MINIMUM NUMBER OF KING STUDS AT EACH END OF EXTERIOR AND LOADBEARING WALLS SHALL BE NOT LESS THAN 1/2 THE TOTAL NUMBER OF STUDS DISPLACED, AND THE MINIMUM NUMBER OF JACK STUDS SHALL BE EQUAL TO THE BEAM MANUFACTURER'S LISTED MINIMUM END BEARING DISTANCE FOR THE GIVEN SPAN AND PLY DIVIDED BY 1.5":

HEADER SPAN	SUPPORTS ROOF ONLY		SUPPORTS FLOOR AND ROOF	
	FULL HEIGHT KING STUDS	HEADER SUPPORT JACK STUDS	FULL HEIGHT KING STUDS	HEADER SUPPORT JACK STUDS
< 4'-0"	1	1	1	2
4'-1" TO 6'-0"	2	2	2	2
6'-1" TO 10'-0"	3	2	3	3
10'-1" TO 14'-0"	3	2	4	4
14'-1" TO 18'-0"	3	3	4	4

- F. FLOOR JOISTS SHALL CONSIST OF SYP VISUALLY GRADED #2 BY QUALIFIED VISUAL GRADERS SIZED AS FOLLOWS:

FLOOR JOISTS: LL = 40 PSF, DL = 20 PSF, REPETITIVE MEMBER FACTOR 1.15, LOAD DURATION FACTOR 1.0, L/360 LL DEFLECTION, (WHERE JOISTS BEAR A PARALLEL WALL, INSTALL DOUBLE JOISTS), SPAN LIMITS IN FEET-INCHES				
SPACING	2 × 6	2 × 8	2 × 10	2 × 12
12"	9-10	12-6	14-9	17-5
16"	8-6	10-10	12-10	15-1
19.2"	7-9	9-10	11-8	13-9
24"	6-11	8-10	10-5	12-4

- G. SHEATHING
- ALL WALL SHEATHING PANELS SHALL BE INSTALLED WITH ALL JOINTS OCCURRING OVER SINGLE 2"X FRAMING MEMBERS.
 - WALL SHEATHING SHALL EXTEND FROM THE BOTTOM OF THE BOTTOM PLATE TO THE TOP OF THE TOP PLATE.
 - ALL WOOD STRUCTURAL PANELS SHALL BE RATED STRUCTURAL I, BEAR THE APPROPRIATE TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION (APA), AND CONFORM TO THE REQUIREMENTS FOR ITS TYPE IN DOC PS 1 OR PS 2, WITH THE FOLLOWING MINIMUMS:
- | WHERE | THICKNESS (IN.) [PANEL SPAN RATING] | FASTENERS (IN.) | FASTENER SPACING (IN.) | |
|----------------|--|-------------------------------------|---|-------------------------------|
| FLOORS | 23/32 (48/24) | FULL HEAD, 100 RING-SHANK OR SCREWS | 6 O.C. EDGES;
6 O.C. FIELD | |
| WALLS | 7/16 (24/16) | FULL HEAD, 8D COMMON | 4 O.C. EDGES* (NAIL BOTH TOP PLATES);
6 O.C. FIELD | |
| PORCH CEILINGS | 7/16 (24/16) | FULL HEAD, 8D COMMON | 6 O.C. EDGES;
6 O.C. FIELD | |
| ROOF | $V_{ult} \leq 149$ MPH, EXPOSURE B ONLY | 7/16 (24/16) | FULL HEAD, 2-3/8 X 0.113 RING-SHANK | 6 O.C. EDGES;
6 O.C. FIELD |
| | 150 MPH $\leq V_{ult} \leq 159$ MPH, EXPOSURE B ONLY | 15/32 (32/16) | FULL HEAD, 2-1/2 X 0.131 RING-SHANK | 4 O.C. EDGES;
4 O.C. FIELD |
| | $V_{ult} \geq 160$ MPH OR EXPOSURES C OR D | 19/32 (40/20) | FULL HEAD, 2-1/2 X 0.131 RING-SHANK | 4 O.C. EDGES;
4 O.C. FIELD |
- * IF FULL HEIGHT SHEATHING ALLOWED AND USED IN LIEU OF STUD TIES (SEE WALL UPLIFT SECTION), NAIL BOTTOM PLATE WITH (2) ROWS STAGGERED AT 4" O.C., 1/2" APART AND 1/2" FROM PLATE EDGES.
- SHEATHING NAILS SHALL NOT BE OVER-DRIVEN.
 - NAILS IN A SINGLE ROW SHALL NOT BE SPACED CLOSER THAN 3" ON CENTER.
 - ROOF SHEATHING SHALL BE INSTALLED WITH STRENGTH AXIS PERPENDICULAR TO RAFTERS.

SECTION 8. – PRE-ENGINEERED TRUSSES AND GENERAL WIND LOAD CONNECTIONS

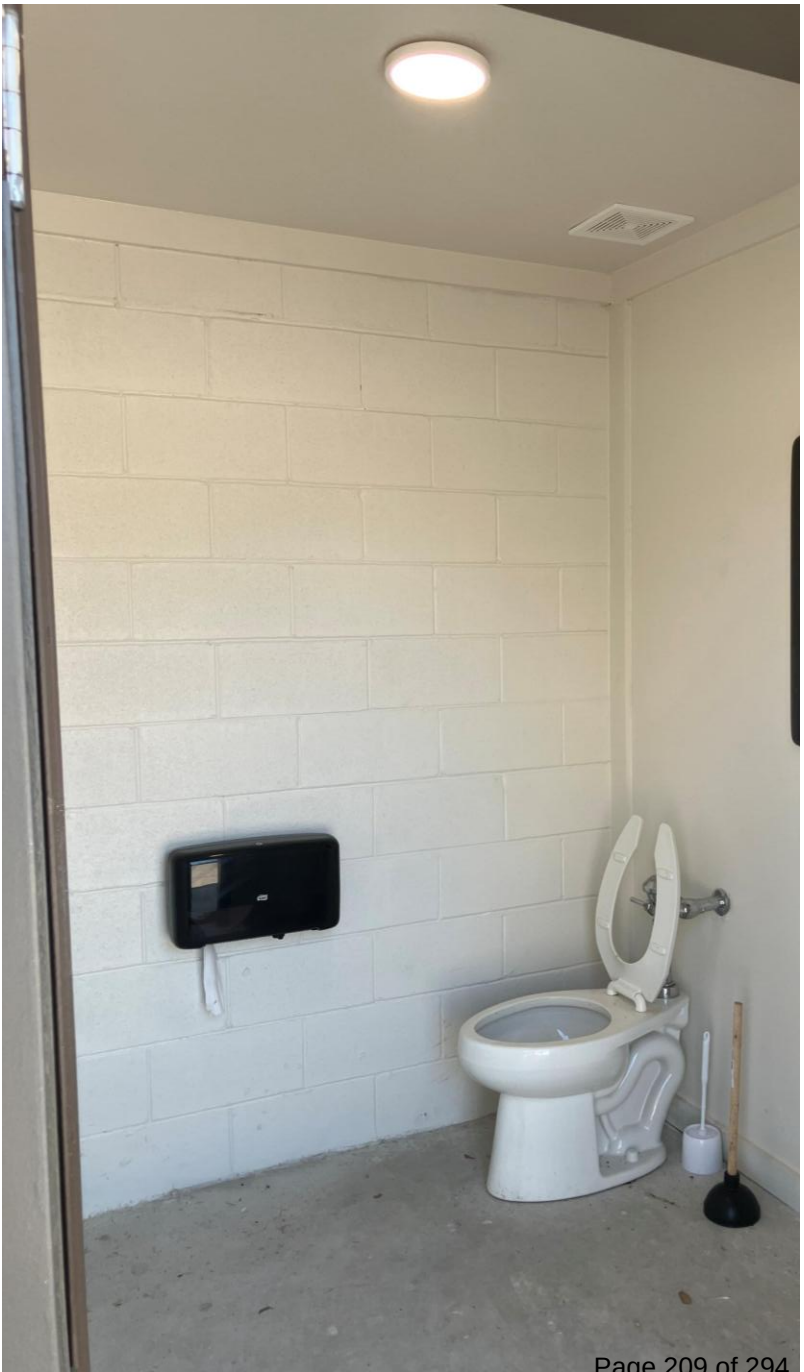
- A. ALL TRUSS LOADS SHALL BEAR ON FOOTINGS, PILES, OR PIERS VIA WALLS, COLUMNS, OR OTHER STRUCTURAL MEMBERS.
 - INTERIOR FOOTINGS SHOWN ON DRAWINGS INDICATE EXPECTED LOAD BEARING AREAS.
 - BUILDER SHALL VERIFY WITH THE TRUSS DESIGNER ALL INTERIOR TRUSS LOAD-BEARING POINTS AND ADD INTERIOR BEARING FOOTINGS PER SHEET S-1 TO ACCOMMODATE ALL TRUSS BEARING POINTS.
- B. PRE-ENGINEERED WOOD TRUSSES SHALL BE DESIGNED TO MEET APPLICABLE STRUCTURAL DESIGN CRITERIA, INCLUDING THE WIND AND GRAVITY LOAD CRITERIA SPECIFIED ON THIS SHEET; TRUSS DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER.
- C. UNLESS THIS PLAN INCLUDES A FLOOR FRAMING PLAN (IF APPLICABLE), CEILING JOIST LAYOUT, AND FOUNDATION PLAN W/ GRADE BEAMS FOR CEILING JOIST BEARING POINTS, THIS PLAN IS ONLY VALID FOR CONSTRUCTION W/ PRE-ENGINEERED TRUSSES.

SECTION 9. – ROOF CONNECTIONS NOT STIPULATED BY PE TRUSS DESIGNER

- A. IF ANY RAFTER OR TRUSS TOP CHORD CONDITION IS NOT COVERED ELSEWHERE, THAT RAFTER OR TRUSS TOP CHORD SHALL BE ATTACHED AT EACH BEARING POINT WITH H10A, H10A-2, OR MTS12/16 HURRICANE TIES.
- B. RAFTERS BEARING ON STRUCTURAL MEMBERS SUCH AS BEAMS OR DOUBLE TOP PLATES SHALL BE CONNECTED TO SAID MEMBER(S) WITH H10A, H10A-2, OR MTS12/16 (FOR DOUBLE TOP PLATES, WRAP TAILS OVER RAFTER TOP AND UNDER LOWER TOP PLATE).
- C. RAFTERS BEARING ON MEMBERS SUCH AS A LEDGER BOARDS, SHALL BE CONNECTED WITH H2.5A OR MTS12/16.
- D. RAFTERS BEARING ON CORNERS SHALL BE CONNECTED WITH HCP PLATES OR MTS TWIST STRAPS WRAPPED OVER THE RAFTER.
- E. RAFTERS SHALL BEAR DIRECTLY ON BEAMS, GIRDERS, LEDGERS, OR LOADBEARING WALLS OR BE SUPPORTED BY HANGERS.
- F. RIDGE BOARD (NON-STRUCTURAL) AND RIDGE BEAM (STRUCTURAL) CONNECTIONS (REFER TO WFCM SECTION 2.5.1.4):
 - RIDGE BOARDS SHALL BE AT LEAST 2" X 6" AND NOT LESS IN DEPTH THAN RAFTER CUT ENDS.
 - OPPOSING RAFTERS SHALL BE CONNECTED ACROSS RIDGE BOARDS WITH EITHER:
 - LSTA21 TIES PASSING OVER THE RIDGE BOARD OR BEAM; **OR**
 - COLLAR TIES LOCATED IN THE UPPER THIRD OF TRUSS AND AT LEAST 1" X 6" SYP ATTACHED WITH (5) 10D NAILS AT EACH END **OR** 2"X LUMBER ATTACHED WITH (5) 16D NAILS AT EACH END.
 - IF STRUCTURAL RIDGE BEAMS ARE TO BE USED, CONTACT THE ENGINEER OF RECORD FOR RIDGE BEAM SIZING; RAFTERS SHALL BEAR DIRECTLY ON RIDGE BEAMS OR BE ATTACHED WITH CORRECTLY SIZED LRU HANGERS.

- G. RAFTERS AND CEILING JOISTS SHALL CONSIST OF #2 SYP GRADED BY QUALIFIED VISUAL GRADERS; RAFTERS AND ROOF LOADS SHALL BEAR ON AND BE BRACED WITHIN 12" OF LOAD-BEARING WALLS OR OTHER STRUCTURAL MEMBERS; CEILING JOISTS ARE NOT CONSIDERED STRUCTURAL MEMBERS AND NOT INTENDED TO SUPPORT RAFTER OR ROOF LOADS; AND SPANS SHALL BE AS FOLLOWS:
- | SPACING | SPAN LIMITS IN FEET-INCHES | | | | CEILING JOISTS: | | | |
|---------|----------------------------|-------|--------|--------|-----------------|-------|-------|--------|
| | 2 × 6 | 2 × 8 | 2 × 10 | 2 × 12 | 2 × 4 | 2 × 6 | 2 × 8 | 2 × 10 |
| 12" | 14-5 | 18-3 | 21-8 | 25-6 | 9-3 | 13-11 | 17-7 | 20-11 |
| 16" | 12-6 | 15-10 | 18-9 | 22-1 | 8-0 | 12-0 | 15-3 | 18-1 |
| 19.2" | 11-5 | 14-5 | 17-1 | 20-2 | 7-4 | 11-0 | 13-11 | 16-6 |
| 24" | 10-2 | 12-11 | 15-4 | 18-0 | 6-7 | 9-10 | 12-6 | 14-9 |
- H. GABLE END CONNECTIONS:
- ROOF LEVEL: THE FIRST (2) TRUSS OR RAFTER SPACES FROM ENDWALL SHALL HAVE 2"X BLOCKING AT ALL SHEATHING JOINTS.
 - CEILING LEVEL: GABLE ENDWALLS SHALL HAVE CONTINUOUS LATERAL 2"X4" BRACING AT 6' O.C. W/ LSTA24 WRAPPED OVER OUTSIDE WALL.
 - ALL GABLE OUTLOOKERS SHALL REST ON DROPPED RAFTERS OR TOP PLATES AND BE BLOCKED WITH FULL-WIDTH 2"X BLOCKING.
 - ALL OUTLOOKERS SHALL EXTEND TO INTERIOR RAFTERS AND BE ANCHORED TO THE TOP CHORD OF DROPPED TRUSSES OR TOP PLATES OF THE GABLE ENDWALL WITH H10A OR (2) H2.5A TIES.
- I. HIP CONNECTIONS:
- HIP RAFTERS SHALL BE NOT LESS IN DEPTH THAN CUT END OF HIP JACKS AND VALLEY JACKS.
 - OPPOSING JACK RAFTERS SHALL BE CONNECTED TOGETHER WITH LSTA18 STRAP TIES PASSING OVER HIP RAFTER.
- J. VALLEY CONNECTIONS:
- RAFTERS LAYING ON A VALLEY SHALL BE ANCHORED AS LOW AS POSSIBLE TO SUPPORTING RAFTER OR JOIST WITH ADEQUATELY SIZED MTS TWIST STRAP TIES.
 - VALLEY RAFTERS SHALL BE NOT LESS IN DEPTH





Pre-Proposal Meeting Sign-In Sheet

Project: RC Track Cover & ADA Access Improvements – RFP #26-11-13-PMO

Meeting Type: Pre-Proposal Conference

Date: October 21, 2025

Time: 9:00 A.M. CST

Location: 585 Brookmeade Drive, Crestview, FL 32539



Company Name	Representative Name	Title	Phone Number	Email Address
Glen. Summs	Michael Wanner	VP	850-830-7275	MWanner@glenn-summs.com
Borci Design & Construction	Max Davis	Project Representative	850-324-7382	Max@borcisdc.com
Holley Development	Jason Holley	VP	850-765-4477	TARA@HOLCORP.US

City of Crestview
RC Track Cover and Park Improvements – Brookmeade Park
26-11-13-PMO

ADDENDUM NO. 1

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

1. Pre-Proposal Conference Meeting Summary

A Non-Mandatory Pre-Bid Meeting was held on October 21, 2025, at 9:00 A.M. CST at Brookmeade Park RC Track. City attendees included:

- Jayce Vanderford, Project Manager
- Brandon Bolton, Sewer Department Supervisor
- Alan Hofford, Street Department Supervisor
- Don & Ben, RC Track Managers

The purpose of this meeting was to review the RFP expectations, confirm project details, and answer proposer questions.

2. Schedule Clarifications (What is the anticipated schedule for the bidding and construction of this project?)

- City Issued RFP: October 7, 2025 – 10:00 a.m.
- Non-Mandatory Pre-Proposal Conference Meeting: October 21, 2025
- Deadline for written comments and Questions: November 3, 2025 – 5:00 P.M. CST
- City issues responses to Questions: November 6, 2025 – 5:00 P.M. CST
- Proposal Due Date: November 13, 2025 – 2:00 P.M. CST
- Evaluations and Intent to Award: TBD
- City Council Contract approval: TBD
- Anticipated Contract start date: TBD

The construction schedule will be finalized following council approval of the selected proposal.

Note: The RFP previously listed November 11, 2025, as the proposal opening date. This was a typo. The correct date is November 13, 2025.

3. Project Clarifications

- Base Bid: Design-build of an open-sided, metal roof structure over the RC track. Structure must remain outside the existing fence and include coverage of the driver's stand. The City confirmed FPL will remove existing utility poles that conflict with construction.
- Alternate Bids:
 1. ADA Lift – Install a weather-rated lift at the driver's stand. City will provide and activate a phone line for the lift. Contractor to connect and verify operation.
 2. Electrical Improvements – Include lighting and receptacles as specified in the RFP. Contractor to evaluate existing power panel capacity; upgrades to be included if required.
 3. Restroom Building – Based on City-provided concept plans (two unisex stalls and a mechanical room). Contractor to provide permit-ready signed and sealed drawings. City will provide water and

sewer taps; contractor is responsible from stub-outs to building. Restroom requires a dual-pump, two-horsepower Barnes grinder station from Pump & Process supplier.

4. Site and Utility Information

- Existing power to be pulled from the pole feeding the RC Track building.
- 2" water service line and sewer service located near the site; the City will make taps and stub out within ~10 feet of the building site.
- Contractor responsible for final tie-ins.
- Fence sections may be temporarily removed for access, but must be reinstalled to equal or better condition.
- No bid bond required; performance/payment bonds required if awarded contract exceeds \$200,000.
- Permit fees are waived, but contractor must obtain all required permits and inspections through the City's MGO online permitting system.

5. Geotechnical Information

A Geotechnical Report has been completed for the project site and will be uploaded with this addendum for proposer reference. City staff noted the site's prior use as a borrow pit and FEMA staging area, so contractors should anticipate encountering concrete or debris during excavation.

6. Construction Notes

- RC Track operates on 2nd and 4th Saturdays; coordination with Track Managers is required to minimize disruption.
- Work on Saturdays may be approved upon request.
- Project completion is desired before March 21, 2026, in advance of the RC Challenge Race.

7. Where are the plumbing drawings for the alternate bathroom building?

The City has provided Exhibit D – Bathroom Plans for general reference and layout intent. These plans serve as a conceptual basis only. It is the proposer's responsibility to provide all required design details, including plumbing, structural, electrical, and architectural details necessary to obtain permit-ready construction documents.

The proposer shall design and construct the bathroom facility "based on the City-provided plans" as described in Section III-B – Alternate Bid: Bathroom Facility of the RFP. All designs must comply with applicable codes, ADA standards, and City utility requirements.

8. Where are the utility drawings for the grinder lift station?

There are no separate utility drawings provided for the grinder lift station. The proposer is responsible for designing and installing the grinder pump system and associated connections as part of the bathroom facility scope.

The facility will connect to a City 2-inch service tap, which will be installed by the City. The contractor shall provide the grinder pump, controls, and tie-in design in accordance with City requirements and all applicable codes.

While final horsepower and sizing will depend on the proposer's design and flow calculations, the City anticipates a 2 HP to 5 HP grinder pump will be sufficient.

Acceptable manufacturers under City Standard Specification ESM 16.06 include: Barnes, Flygt, Hydromatic, KSB, or Wilo-EMU (formerly Davis-EMU). The selected model shall be appropriate for the calculated system design and submitted for City approval prior to procurement.

9. Will there be a call-in number for the public reading of proposers?

The public reading will take place in person only at the Crestview City Hall Council Chambers.

10. Page 8 of 53: General Requirements, item #6 references, "...erosion control, and stormwater management measures." Will stamped and signed drawings by a licensed engineer be required for these items?

Yes. All construction and erosion control plans must be signed and sealed by a Florida-licensed professional engineer.

11. Page 10 of 53: Alternate Bid – Electrical System; Requirements, item #1 – RFP states to provide lighting fixtures "across the RC Track surface and the driver's stand." Please confirm that lighting is to be added to the underside of the existing driver's stand roof.

No lighting is required under the driver's stand. Lighting should be limited to the RC cover structure only.

12. Page 11 of 53: Alternate Bid – Bathroom Facility; Requirements, item #15 – Can the city provide a basis of what entry lock you would prefer like a (cipher lock)?

The City prefers a battery-powered, commercial-grade cipher lock with both keypad and key entry options for access.

13. Will the City allow us to hook up the bathroom as a subpanel from the existing power disconnect location?

Yes, that is acceptable. The contractor may utilize the existing power disconnect as a subpanel connection point for the bathroom facility, provided all electrical work complies with applicable codes and permitting requirements.

14. Addendum Attachments

- Attachment A: Pre-Bid Meeting Sign-In Sheet
- Attachment C: Geotechnical Report

-END OF ADDENDUM-

City of Crestview
RC Track Cover and Park Improvements – Brookmeade Park
26-11-13-PMO

Date Issued: November 5, 2025

ADDENDUM NO. 2

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

Question 1:

Can I get a copy of any addenda that have been released to date?

Response: All addenda can be found on the City's website at Bids and Requests | Crestview, FL or through the Central Bidding site.

Question 2:

What is the estimated construction budget?

Response: An estimated budget cannot be provided at this time.

Question 3:

Can I get a copy of the mandatory pre-bid meeting sign-in sheet and/or plan holders list if available?

Response: Both the plan holders list and pre-bid meeting sign-in sheet are available on the City's website under Bids and Requests | Crestview, FL.

Question 4:

Can the track be leveled for construction?

Response: Yes. The track may be leveled for construction. The contractor shall coordinate with the City and RC Track management prior to any grading or excavation. The contractor will be responsible for removing and replacing the dirt within the track area as needed to facilitate construction. The City and RC Track management will handle the reconstruction and final shaping of the track surface after the cover installation is complete.

Question 5:

The bathroom is roughly 160 SF, and the track cover is roughly 17–18,000 SF, which exceeds the ERP threshold of 9,000 SF. Have these areas been included in a master plan stormwater management facility, or will a separate stormwater management facility be required for this project? If so, where would it be located, and will additional permitting be required from both the City of Crestview and the Water Management District?

Response: No separate stormwater management facility is proposed or required as part of this project. A stormwater management facility has already been designed and permitted as part of the Brookmeade Park Master Plan but is not included in this project's scope. No additional ERP permit or stormwater facility is anticipated, as this project is covered under the existing pond permit.

Question 6:

For Tab “A” – Firm Qualifications and Experience, Item 1 (Cover Letter) states a two-page maximum. Does this two-page limit apply only to the cover letter, or does it also include Items 2–6? If the cover letter is separate, is there a page limit for Items 2–6?

Response: The two-page maximum applies only to the Cover Letter (Item 1). Items 2–6 — Corporate Background Information, Organizational Qualifications and Experience, Key Individuals and Qualifications, Litigation, and Financial Plan — are separate components of Tab “A” and are not subject to a specific page limit other than the general formatting and organization requirements outlined in Section IV (Instructions for Completion of Proposals).

Question 7:

Due to the size of the canopy, there will undoubtedly be heavy equipment on the track, such as manlifts, forklifts, and possibly a crane. What are the expectations for removing the track lane piping and putting the track course back, including lanes and layout?

Response: As stated in the General Requirements and Base Bid – Site Conditions & Construction Constraints sections of the RFP:

“Protect existing park facilities, landscaping, and utilities during construction; repair any damage at the contractor’s expense.”

“The existing chain link fence shall remain in place. Sections may be temporarily removed for construction access but must be reinstalled in the same or better condition at project closeout.”

Accordingly:

- The contractor is responsible for protecting and restoring any existing RC track features disturbed by construction activities, including lane piping, curbs, and track layout materials.
- If any track surface, barriers, or lane elements are removed or damaged during construction, the contractor shall coordinate with the City and RC Track Management to restore the course to equal or better condition than pre-construction.
- Restoration of the track area is considered a subsidiary obligation under the base bid and should be included in the contractor’s overall proposal pricing.

Question 8:

Who is responsible for providing water, sewer, and electrical utilities to the building?

Response: The City will provide service stub-outs for water and sewer. The contractor is responsible for connecting power from the existing on-site electrical panel.

Question 9:

For permitting purposes, will a full set of plans be necessary to include Structural (restroom foundation and RC structure), Electrical (RC track cover and restroom), Mechanical (restroom), and potentially a life safety plan (restroom)? Please advise.

Response: Yes. As this is a Design-Build project, the selected proposer shall provide a complete set of permit-ready plans as required by the Building Department. This includes, but is not limited to, structural, architectural, electrical, mechanical, and plumbing drawings necessary to obtain building and site permits. Life safety plans shall be provided if required by code or permitting review.

Question 10:

Is there an RC Track Cover dimension?

Response: Dimensions have not been provided. It is the responsibility of the proposer to confirm all dimensions necessary to complete the scope of work and ensure full coverage of the existing RC track and driver's stand area.

Question 11:

The RFP states a completion date prior to March. Since this is a Design-Build project and design will take several months, does that mean March 2027?

Response: No. The preferred completion date is March 2026, prior to the annual spring RC event. The anticipated contract term, as stated in the RFP on page 26, Section VI-A (Contract Term), is 180 days from issuance of the Notice to Proceed (NTP).

Question 12:

Are the six documents on the City of Crestview's website the full set of documents (2 RFP documents and 4 Exhibits, A–D)?

Response: Please visit the following links for all official bid documents and addenda:

- City of Crestview Bids & Requests: <https://www.cityofcrestview.org/448/Bids-And-Requests>
- Central Bidding Project Page: <https://www.centralauctionhouse.com/rfp98823047-rc-track-cover-and-park-improvements-brookmeade-park-26-11-13-pmo.html>

These links host the full and current solicitation package, including all exhibits and any issued addenda.

Question 13:

This is a multi-part question concerning the base bid canopy.

1. Is the reason for including the driver's stand under the canopy to improve viewing, since the stand already has a roof?

Response: Yes, the intent is for the new canopy to cover both the RC track area and the driver stand to provide full weather protection and improve user comfort during events.

2. If the canopy can be designed/constructed without obstructing the driver's view, does the City still want the driver stand covered?

Response: Yes. The City wants the canopy to cover the driver stand. Proposers may submit alternate solutions at their own discretion; however, the base bid shall include full driver stand coverage.

3. Does coverage include the steps on the north side of the driver stand?

Response: Yes. Coverage should extend over the driver stand and stair access areas on the north side to the extent practical.

4. Is there a preferred distance or offset for the canopy (e.g., in line with existing roof, 1-foot off, or full track and stand coverage)?

Response: There is no specific offset or dimension required. The proposer shall determine the optimal layout that fully covers the track and driver stand within sound engineering and constructability limits.

5. Should the ADA lift be located under the canopy?

Response: Yes. The ADA lift is preferred to be located under the canopy to ensure weather protection and ease of access.

6. Has the ADA lift location been finalized?

Response: The exact location has not been finalized. The proposer shall evaluate and recommend a placement that provides safe, direct, and code-compliant access to the elevated

driver stand. The location should minimize impacts to existing features and be coordinated within the proposer's design.

7. Does the City have a preference on lift communication (phone line vs. other)?

Response: The City prefers a lift that does not require a phone line connection. There is no preferred manufacturer. The proposer may select a lift model that meets ADA, Florida Building Code (FBC), and ASME A18.1 requirements. If a communication line is required by the manufacturer for emergency call service, the City will provide the service connection, and the proposer will be responsible for linking the lift to that access point.

Question 14:

Regarding the restroom location — the pre-bid meeting indicated it may be northeast of the elevated RC control tower, but the master plan shows it to the west. Has the final location been determined?

Response: The proposed restroom location is northeast of the track, near the existing service pole. This is the intended placement for this project. The west-side restrooms shown on the master plan are future phase improvements and not part of this scope.

Question 15:

Referencing Addendum #1, Question 10: "Yes. All construction and erosion control plans must be signed and sealed by a Florida-licensed professional engineer."

Will an ERP or stormwater permit be required for this project?

Response: No additional ERP or stormwater permit is anticipated. The proposed improvements fall under the existing permit in place and do not require additional permits beyond those mandated by the state or local jurisdiction.

Question 16:

For design and construction, will the City require an Electrical Engineer, or will sealed shop drawings be acceptable for permitting?

Response: The City does not require a dedicated Electrical Engineer if the proposer's design complies with all applicable electrical and building-code requirements and the permitting authority accepts sealed shop drawings or design-build documentation. A Structural Engineer and any specialty engineers required for the canopy shall be provided as part of the proposer's team.

17. Addendum Attachments

- Plan Holders Tracking List
- Pre-Proposal Meeting Sign-In Sheet

-END OF ADDENDUM-

City of Crestview
RC Track Cover and Park Improvements – Brookmeade Park
26-11-13-PMO

Date Issued: November 7, 2025

ADDENDUM NO. 3

This addendum is to clarify responses in Addendum No. 2.

In Addendum #2, the answers for questions # 4 & 7, seem to be contradictory. Question #4 asks, “if track can be leveled”, and answer states, “yes”, and “The City and RC Track management will handle the reconstruction and final shaping of the track surface”. Question #7 asks, “What are the expectations for removing the track lane piping and putting the track course back, including lanes and layout”, and the answer states, “contractor’s expense”, contractor is responsible”, “restoration of the track area is considered a subsidiary obligation under the base bid”

So, to clarify, is the City and Track management responsible for restoration, reconstruction and reshaping of track after construction complete, as stated in answer 4, or is the contractor responsible as stated in answer #7, no matter if dirt is removed or track is driven on?

Response: Yes. The track may be leveled for construction. The contractor shall coordinate with the City and RC Track management prior to any grading or excavation. The contractor will be responsible for removing and replacing the dirt within the track area as needed to facilitate construction. The City and RC Track management will handle the reconstruction and final shaping of the track surface after the cover installation is complete.

Note: Question #7 from Addendum #2 is hereby disregarded.

-END OF ADDENDUM-



Staff Report

CITY COUNCIL MEETING DATE: August 11, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, City Manager
DATE: 08/07/2025
SUBJECT: RC Track Cover and ADA Access Improvements bid, RFP 25-06-11-PMO

BACKGROUND:

Brookmeade Park is home to a remote control (RC) track that serves a growing community of hobbyists and event organizers. To support increased year-round use and improve accessibility, the City issued RFP #25-06-11-PMO seeking a qualified contractor to design and construct a permanent, open-sided metal cover over the RC track, with an alternate option for ADA-compliant access to the elevated control tower.

The project aligns with the City's Brookmeade Park Master Plan and is intended to enhance public amenities, reduce weather-related downtime, and meet accessibility standards.

Two proposals were received and publicly opened on June 11, 2025.

DISCUSSION:

Two proposals were received and publicly opened on June 11, 2025. Following a formal review, including legal review by the City Attorney, it was determined that neither proposal met all of the requirements outlined in the RFP. Based on this assessment, the Attorney recommends that both proposals be rejected and the City re-advertise the RFP to ensure full compliance and a competitive selection process.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Staff respectfully recommends a motion that the City Council reject all proposals and readvertise.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: February 9, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Natasha Peacock, Deputy City Clerk
DATE: 02/06/2026
SUBJECT: Approval of the minutes from the January 12, 2026, Regular City Council meeting.

BACKGROUND:

DISCUSSION:

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the minutes from the January 12, 2026, Regular City Council Meeting.

Attachments

1. 011226 City Council Meeting Draft Minutes

City Council Regular Meeting Minutes
January 12, 2026
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 and Council members: Brandon Frost and Shannon Hayes. Also present: City Manager Jessica Leavins, Deputy City Clerk Natasha Peacock, City Attorney Jonathan Holloway, and various staff members. Council member Dusty Allison was not attendance for this meeting.

2. Invocation, Pledge of Allegiance

The Invocation and Pledge of Allegiance were led by Elder Slyvester Echols of First Church of God In Christ.

3. Open Policy Making and Legislative Session

Mayor JB Whitten declared a quorum was present with one council member absent.

4. Approve Agenda

Mayor JB Whitten called for action to approve the Agenda.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to approve the agenda, as presented.

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

5. Presentations and Reports

5.1 Main Street Christmas Parade Awards

The Main Street Christmas Parade Awards were presented and the winners were: First Place- NWFL Share Group, Second Place- The Property Group 850, Third Place- Ohana Heating & Air, Special Award-Holiday Cheer Award- Wal Mart.

5.2 Christmas Village Winner

The awards were presented as the Christmas Village Winner: First Place was Heather Vaughn's "Home Sweet Home" representing the 850 Property Group, and Second Place was Maria Albino's representing Pounders.

5.3 Crestview Beautification Challenge

Mayor Whitten presented the Crestview Beautification Challenge Christmas decorating awards within the city limits: Honorable Mention- Mr. Joey Ireland, Second Place- Mr. Randall Knoblauch, First Place-Mr. David Paxton. Then Mr. Michael Roy of the Kiwanis Club presented awards to homes that are in the county: Second Place-Ms. Karen Larson-Hayes, First Place- Ms. Shamira Serafin.

6. Consent Agenda

Mayor JB Whitten called for action to approve the Agenda.

Motion by Councilmember Frost and seconded by Mayor Pro Tem to approve the agenda, as presented.

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

6.1 12/08/2025 Draft Minutes- City Council Regular Meeting

7. Public Hearings / Ordinances on Second Reading

7.1 Ordinance 2009 Electric Bikes on Downtown Sidewalks

Mr. Schwendt, Strategic Initiatives Director (SID) presented to Council information pertinent to Ordinance 2009. Recently, there has been an increase in use of electric micromobility devices (electric bikes, electric scooters, etc.) across the country, as well as in Okaloosa County and the City of Crestview. Staff from the County and many of the municipalities within the county participated in two workshops to iron out the regulatory language contained in this ordinance. The primary goal of these workshops was to ensure that regulations across the county would be uniform, thereby limiting confusion regarding which rules applied in each jurisdiction. As a result, Section 3 of the attached ordinance provides for a new Article IV in Chapter 74, which provides the same regulations that are being proposed within the other jurisdictions in the county.

He then stated it also adds a prohibition on e-bikes, e-scooters, and other micromobility devices not specifically listed, on the sidewalks in the downtown area. This will prevent physical and visual deterioration of the recently completed main streetscape project and help reduce public safety issues related to the use of such devices on sidewalks intended for pedestrian travel. This ordinance was approved by the City Council upon first reading on December 8th, 2025. The ordinance was advertised in the Crestview News Bulletin on January 1st, 2026. Mr. Schwendt then asked the Deputy City Clerk to read the ordinance by title.

Deputy City Clerk, Natasha Peacock read Ordinance 2009 by title:

ORDINANCE 2009

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA; CREATING CHAPTER 74, ARTICLE IV - ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES; AMENDING SECTION 74-6 – SKATEBOARDS, ROLLER BLADES AND SKATES PROHIBITED ON DOWNTOWN STREETS AND SIDEWALKS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; 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 Whitten for public comments.

Mr. Michael Sharp of 155 Gillis Dr, Crestview, FL commented on the helmet requirement in the ordinance presented.

Mayor Whitten spoke about how the ordinance was a coordinated effort for all the municipalities in Okaloosa County as it pertains to the usage of e-bikes. He thanked Mr. Sharp for his comment.

Mayor Whitten then requested action from the Council.

Motion by Councilmember Hayes and seconded by Councilmember Frost to adopt Ordinance 2009 and send for signatures by the Mayor.

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

7.2 Ordinance 2013 Photography

Nicolas Schwendt, Strategic Initiatives Director (SID) informed Council of pertinent information concerning Ordinance 2013. 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. Following previous discussions, staff determined that the largest impetus to allowing photography activities, outside of a contract with the City, is Section 58-1(14) of the Code of Ordinances, which prohibits commercial uses that are not specifically authorized by the City Council.

The proposed revision simplifies the language of the section and provides a list of exemptions to the commercial use prohibition. This includes commercial photography, special events/specifically permitted events and activities, to include concessions services permitted by the City at sporting events, and any commercial uses conducted pursuant to a franchise or contract granted by the City. This ordinance will serve to allow commercial photography as commercial use within City parks, recreational facilities and adjoining green spaces. Staff are currently developing a policy with regard specifically to youth sports photography. As previously mentioned, this will include a registration with the Parks and Recreation department, as well as a background check. Mr. Schwendt then asked the Deputy City Clerk to read Ordinance 2013 by title.

Deputy City Clerk, Natasha Peacock, read Ordinance 2013 by title:

ORDINANCE 1993

AN ORDINANCE AMENDING SECTION 58-1(14) OF THE 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 Whitten asked for any comments from the Public.

Mr. Hayes spoke in support of Ordinance 2013.

Ms. Gia DeMario had asked questions concerning certain aspects of the Ordinance.

Mayor Whitten asked for action.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Hayes to adopt Ordinance 2013 and send for signatures.

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

8. Ordinances on First Reading

8.1 Ordinance 2014 Magnolia Creeks Rezoning - Planned Unit Development

Strategic Initiatives Director, Nicholas Schwendt informed Council of information pertaining to Ordinance 2014. Staff received the initial application for the Magnolia Creeks Phase 3 subdivision Planned Unit Development ("PUD") on October 9th, 2025. All major comments have been addressed,

and no substantial changes to the site development plans are expected at this time. The Magnolia Creeks Phase 3 PUD is the third phase of an existing project, Magnolia Creeks Phases 1 and 2, located at the southernmost end of Steeplechase Dr., and north of Interstate I-10. Magnolia Creeks Phases 1 and 2 were approved prior to the adoption of our latest code provisions regarding Planned Unit Developments and was thereby approved as a PUD without going through the rezoning process. However, the plat was approved by the Planning and Development Board as well as the City Council. The primary reason for the request of this PUD zoning is to allow narrower lots within the subdivision (40-foot minimum instead of the 50-foot minimum required by the Mixed Use zone) and setbacks, requesting 20' front, 5' side and 15' rear setbacks (as opposed to the current Mixed Use Zone, which requires a 7.5' side setback). These lot width and setback changes are consistent with the first portion of the project, Magnolia Creeks Phases 1 and 2. The Planning and Development Board recommended approval of the request on January 5, 2026.

Mr. Schwendt, then asked the Deputy City Clerk to read Ordinance 2014 by title:

Deputy City Clerk, Natasha Peacock read Ordinance 2014 by title:

ORDINANCE: 2014 AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 22.27 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE MIXED USE (MU) ZONING DISTRICT TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Council member Hayes inquired about any feedback or questions from those who live near.

Mr. Schwendt answered that he did not get any feedback from residents but does know that the Fire Marshall did have a conversation with an individual addressing some concerns.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to adopt Ordinance 2014 on First Reading and moved to Second Reading.

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

8.2 Ordinance 2015 - North Pearl Street Comprehensive Plan Amendment

Nicholas Schwendt, Strategic Initiatives Director (SID) informed Council of information pertaining to Ordinance 2015. On November 20, 2025, staff received an application to amend the comprehensive plan and zoning designations for property located at 1398 North Pearl Street. The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential (R) and Single and Multi-Family Density Dwelling District (R-3), respectively. The application requests the Mixed-Use (MU) future land use designation for the property. The Planning and Development Board recommended approval of the request on January 5, 2026. He then asked the Deputy City Clerk to read Ordinance 2015 by title.

Deputy City Clerk Natasha Peacock read Ordinance 2015 by title:

ORDINANCE: 2015

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM RESIDENTIAL (R) TO MIXED-USE (MU) ON APPROXIMATELY 0.87 ACRES, MORE OR LESS, IN SECTION 8, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Pro Tem Capps cannot support due to changing it to Mixed-Use in the middle of residential. Councilmember Hayes shares the same concern. will not support
Mayor Whitten asked for action.

There was no action to adopt Ordinance 2015 and move to second reading. Motion failed.

8.3 Ordinance 2016 - North Pearl Street Rezoning

Mr. Schwendt, Strategic Initiatives Director (SID) presented Council with information on Ordinance 2016. On November 20, 2025, staff received an application to amend the comprehensive plan and zoning designations for property located at 1398 North Pearl Street. The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential (R) and Single and Multi-Family Density Dwelling District (R-3), respectively. The application requests the Mixed-Use (MU) zoning designation for the property. The Planning and Development Board recommended approval of the request on January 5, 2026. Mr. Schwendt then asked the Deputy City Clerk to read Ordinance 2016 by title.

Deputy City Clerk, Natasha Peacock, read Ordinance 2016 by title:

ORDINANCE: 2016

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.87 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 8, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE SINGLE AND MULTI-FAMILY DENSITY DWELLING DISTRICT (R-3) ZONING DISTRICT TO THE MIXED-USE (MU) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Pro Capps stated that he does not support Ordinance 2016.

Mr. Hayes also stated that he does not support Ordinance 2016.

Mayor Whitten asked for action.

There was no action for a motion to move Ordinance 2016 to second reading. Motion failed.

9. Resolutions

9.1 Resolution 2026-07 Photography Fee Schedule Amendment

Mr. Schwendt, SID presented information to the Council for Resolution 2026-07. 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. Pursuant to the adoption of ordinance 2013, which serves to allow photography as commercial use in city parks, staff has determined that an annual registration and background check process would give staff the ability to ensure the continued safety of children participating in youth sports programs. As a result, the fees listed below, and in this resolution, need to be established to ensure costs associated with administrative time and the background check process are sufficiently offset. Registration (365 days) is \$25 and the Background Checks would be \$30. Mr. Schwendt then asked the Deputy City Clerk to read Resolution 2026-07 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-07 by title:

RESOLUTION: 2026- 7

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE COMPREHENSIVE FEE SCHEDULE TO IMPLEMENT FEES RELATING TO PHOTOGRAPHY REGISTRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Councilmember Frost to adopt Resolution 2026-07.

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

9.2. Resolution 2026-08 Budget Amendment

Financial Director, Gina Toussaint presented information to Council concerning Resolution 2026-08. The City Council adopted the Fiscal Year 2026 Operating Budget on September 22, 2025. Occasionally, it is necessary to amend the City's budget during the year if the need arises. In Fiscal Year 2025, the Council approved various projects that were not completed at year-end. The main purpose of Budget Amendment 2026-08 is to accurately reflect estimated revenues and appropriations and to include those incomplete projects in the Fiscal Year 2026 budget. She then asked the Deputy City Clerk to read Resolution 2026-08 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-08 by title:

RESOLUTION: 2026- 8

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE FISCAL YEAR 2026 BUDGET TO MORE ACCURATELY REFLECT REVENUES AND APPROPRIATIONS. THE AMENDMENTS ARE THE RESULT OF VARIOUS PRIOR YEAR PROJECTS NOT COMPLETED, THEREFORE CARRYING FORWARD TO FISCAL YEAR 2026, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to adopt Resolution 2026-

08.

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

9.3. Resolution 2026-09 Bond Financing

City Manager, Jessica Leavins presented to council information pertaining to Resolution 2026-09 for Bond Financing stating that staff is requesting Council's approval for the issuance of bonds through the Florida Municipal Loan Council (FMLC) to finance eligible City capital projects. The Florida Municipal Loan Council was created by participating governmental units pursuant to an interlocal agreement and in accordance with Chapter 163, Part I, Florida Statutes, for the purpose of issuing bonds and making loans to participating local governments for qualified projects.

The proposed resolution authorizes a loan in a principal amount not to exceed \$30,000,000. Loan proceeds would be used to finance the construction, acquisition, renovation, and equipping of various capital projects, including, but not limited to, the acquisition of a recreational facility and improvements, fire station #3 renovations, and a new public works facility. She then asked the Deputy City Clerk Natasha Peacock to read Resolution 2026-09 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-09 by title:

RESOLUTION NO. 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING A LOAN IN AN PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL TO FUND THE CONSTRUCTION, ACQUISITION, RENOVATION, AND EQUIPPING OF CERTAIN CAPITAL PROJECTS, INCLUDING, BUT NOT LIMITED TO, RECREATIONAL FACILITY IMPROVEMENTS, FIRE STATION RENOVATIONS, AND PUBLIC WORKS FACILITY IMPROVEMENTS, AS DESCRIBED HEREIN; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE FORM OF THE SUMMARY NOTICE OF SALE AND THE OFFICIAL NOTICE OF SALE; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT IN CONNECTION WITH THE FLORIDA MUNICIPAL LOAN COUNCIL REVENUE BONDS, SERIES 2026 (CITY OF CRESTVIEW SERIES); PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Hayes to adopt Resolution 2026-09.

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

9.4. Resolution 2026-10 FDOT Easement

Strategic Initiatives Director, Nicholas Schwendt presented information to Council pertaining to Resolution 2026-10. With the development of the Walmart Neighborhood Market on Industrial Drive/Richburg Lane includes the construction of a traffic signal at the intersection of Highway 85 and Richburg Lane. With the construction of the necessary traffic signal at the intersection of Highway 85 and Richburg, FDOT has requested an easement upon approximately 2,179 square feet of the Industrial Drive right-of-way for the construction and maintenance of necessary transportation

facilities for the new signal. FDOT requires that the dedication of the easement is supported by a Resolution. This item hereby includes that resolution and the easement document. Mr. Schwendt then asked the Deputy City Clerk to read the Resolution 2026-10 by title.

Deputy City Clerk Natasha Peacock read Resolution 2026-10 by title:

RESOLUTION: 2026- 10

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, APPROVING CONVEYANCE OF A PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS DESCRIBED MORE SPECIFICALLY HEREIN; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Whitten asked for action.

Motion by Councilmember Hayes and seconded by Mayor Pro Tem Capps to adopt Resolution 2026-10.

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

10. Action Items

10.1. City Hall Cameras

Nicholas Schwendt, Strategic Initiatives Director (SID) spoke to the Council concerning the cameras at City Hall. The City has historically coordinated facility security camera services through Cox Business Security Solutions. Late last year, Cox Business Security Solutions was purchased by Brinks. The City, over the last three years, has begun migrating away from our leased Cox cameras to an independent system we own. This system not only provides higher-quality video but also is more user-friendly, reducing the amount of staff time required when footage is requested. These cameras were installed and can be serviced by a local vendor and are currently in use at the Bush House, Twin Hills Park, the Library, and the Community Center.

After Brinks acquired Cox Business Security Solutions last year, we experienced a service outage and poor customer service. We were advised there were no service technicians in our area, and all service would be provided remotely. During the process of remote troubleshooting, we were advised by Brinks that due to the age of our hardware we would be required to upgrade before our systems are online again. Due to the importance of restoring security services at City Hall, our previous experience with the vendor proposed herein, and the resulting ease of integration with other camera systems throughout the City, staff are requesting that the purchasing policy requiring 3 quotes for purchases greater than \$7,500.00 be waived for this project.

Additionally, the vendor is requesting that a deposit be made up front, and the additional balance be paid upon completion. Our terms and conditions typically require that payment is made in full upon completion. Staff are requesting the payment-in full to be made at project completion requirement be waived as well to allow efficient completion of this project. This project affects multiple departments to varying degrees. The affected funds and associated breakdown of cost can be found in the financial impact section of this report.

Mayor Whitten asked for comment.

Mayor Pro Tem Capps voiced his support of this action but also voiced his concern for security.

Mayor Whitten asked for action.

Motion by Mayor Pro Tem Capps and seconded by Councilmember Hayes to waive the purchasing policy as described herein.

Roll Call: Ayes: Doug Capps, Shannon Hayes. Nays: Brandon Frost. Two (2) ayes and One (1) nay.
Motion carried.

11. City Clerk Report

Deputy City Clerk, Natasha Peacock, informed the Council of upcoming events.

12. City Manager Report

12.1. City Manager Updates

City Manager, Jessica Leavins informed the Council of how well the new Christmas activities that the Special Events Coordinator, Melissa Carter, put into action and how well received they were in the community. Ms. Leavins then spoke briefly about the bond and how that funding will have a positive impact on the city. She then ended with informing Council that there would be a ribbon-cutting ceremony at the newly acquired gym once the floors and certain repairs were completed.

13. Comments from the Mayor and Council

The Mayor asked for any comments from the Council.

Mayor Pro Tem Capps commented on how well the city was decorated for the Christmas season but did inquire about why certain parts of the downtown area were not decorated and wanted to be sure that for the next Christmas holiday that will be corrected. He then spoke about the subject of the speed cameras in school zones as to why they have not been in place. Mr. Capps noted that he would like to see that taken care of sooner rather than later. He ended by wishing all a Happy New Year.

Mayor Whitten informed all that the MLK March will be this Saturday that starts at 9:30 a.m. concluding at 10 a.m. at the Veteran's Memorial for the speaker.

14. Comments from the Audience

The Mayor asked for any comments from the Public.

Ms. Sandra King, 120 Duggan Ave, Crestview Florida spoke to Council about the Crestview City of Angels homeless program to assist the local homeless with donations, beds clothing and other items. She informed Council that she's giving a helping hand because someone helped her and thanked Council for letting her share what her program is and does.

Ms. Sarah Searfoss of 6260 Old Bethel Road, Crestview Florida, spoke to the Council about the goals she feels that the Council should review and show their support for. Ms. Searfoss then gave her view of how the Council handles agenda items and gave suggestions of how to be in contact with their districts.

Mr. Mitchell of Crestview addressed the Council that RAM is back of giving out free medical, dental and vision assessments. He is now looking for volunteers to help medical professionals and regular volunteers this year.

Ms. Gia DeMario, of Crestview wanted to state her disappointment at not receiving clarification.

Ms. Jillian Harker of 163 Jones Road, Crestview informed Council that Mr. Fred Butts did leave his

comment card with her and asked for to give his comment on the Photography Ordinance. Mr. Butts wanted Council to know that he feels the ordinance is a way for the city to tell parents who they can and cannot use.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:17 p.m.

Minutes approved this ___ day of ___, 2026.

JB Whitten
Mayor

Natasha S Peacock
City Clerk-Interim
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: February 9, 2026

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jon Holloway, City Attorney
DATE: 02/06/2026
SUBJECT: Ordinance 2017 Okaloosa Gas Franchise Agreement

BACKGROUND:

Ordinance 1586 was adopted on August 10, 2015, creating and authorizing a natural gas utility franchise within the City, through which Okaloosa Gas District obtained the right to provide natural gas to customers within the City.

DISCUSSION:

Since the initial creation of the franchise, the City and Okaloosa Gas District determined that certain provisions of the franchise should be amended. These changes serve to conform and modernize the franchise terms to industry practices and municipal needs. Additionally, the ordinance serves to extend the term of the franchise for an additional 10 years, beginning on March 1 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 franchise fee shall remain the same pursuant to the terms of this ordinance, but the ordinance does provide for escalation of the franchise fee in the case that the franchisee is assessed a greater fee by another governmental entity within their district's service area. The item is thereby anticipated to have a neutral financial impact.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2017 on Second Reading and send to the Mayor for signatures.

Attachments

None

ORDINANCE: 2017

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, RELATING TO A NATURAL GAS UTILITY FRANCHISE TO THE OKALOOSA GAS DISTRICT, CREATED UNDER THE LAWS OF THE STATE OF FLORIDA; PROVIDING FOR THE RIGHT, AUTHORITY, EASEMENT AND PRIVILEGE TO INSTALL, OPERATE AND MAINTAIN A NATURAL GAS MANUFACTURING PLANT OR PLANTS, NATURAL GAS TRANSMISSION AND DISTRIBUTION SYSTEM AND SUCH OTHER NECESSARY FACILITIES FOR THE PURPOSE OF PROVIDING NATURAL GAS SERVICES TO ALL CLASSES OF CUSTOMERS WITHIN THE CITY OF CRESTVIEW, FLORIDA; PROVIDING FOR PROVISIONS UPON TERMINATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Crestview, Florida (the “City”) duly enacted Ordinance No. 1586 on about August 10, 2015, creating and authorizing a natural gas utility franchise within the City (the “Okaloosa Gas Franchise”); and

WHEREAS, the City and franchisee, Okaloosa Gas District, mutually desire to amend certain provisions of the Okaloosa Gas Franchise and extend the term of such franchise; and

WHEREAS, it is in the public’s best interest to amend and extend the Okaloosa Gas Franchise to conform and modernize the terms of such franchise to industry practices and municipal needs.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA:

SECTION I. Definitions.

Wherever used in this Agreement, the following words shall have the following meaning:

1. “City” means the City of Crestview.
2. “District” means the Okaloosa Gas District.

"Corporate Limits" means the corporate limits of the City as said limits are now established or as such limits may hereafter be extended.

"Transmission System" means the District’s main transmission lines, laterals, metering stations, connections and other components thereof used in the transporting of gas to connect to the distribution system within the city and

to transport gas to such other distribution systems or points of destination in other cities or unincorporated territories.

“Distribution System” means the distribution system of the District lying within the corporate limits of the City and all such distribution facilities of the District in the area adjacent thereto as the City and the District shall mutually in good faith determine to constitute a component part of such distribution system. The terms, however, shall not include any interruptible customer or any connections or metering facilities of the District used in connection with its gas transmission system or any transmission line tap connections for individual customers or metering facilities for such connections.

“Interruptible Customer” means natural gas is offered to customer on a contract which anticipates and permits interruption of gas service on short notice.

“Non-interruptible Gas” means gas sold to all classes of customers other than interruptible customers.

8. “Agreed” means an express contractual covenant.

“Legislative Charter” means the legislative act creating the Okaloosa County Gas District, and repealing and codifying the District’s Charter, Chapter 29334, Laws of Florida, 1953, as amended, reestablishing and recreating the Okaloosa Gas District, being Chapter 2000-443, House Bill No. 1637, as amended by Chapter 2021-262, House Bill No. 1633.

“Fair Market Value” means the price that a willing seller would take being under no compulsion to sell and the price that a willing purchaser would pay being under no compulsion to purchase.

“Gross Revenues” means all sums of money which the District collected from the customers from the sale of gas within the franchise area with the exception of reasonably uncollectible receivables.

“Feasible” means the determination of cost effectiveness of extension of service to any and all un-serviced areas in the District using a single formula for analysis of economic data for all areas with final determination made by the District Board of Directors.

“Gas” means a gaseous mixture of natural hydrocarbon compounds, primarily methane, used as a fuel for electricity generation, heating, cooking and as a fuel for certain vehicles, and other uses, supplied by the District through its Gas Service System to customers.

“Gas Service System” means the Transmission System, Distribution System, and ancillary facilities and property of the District used to supply Gas to customers.

SECTION II. Grant of franchise privilege.

District is hereby granted a non-exclusive franchise, including every right and privilege appertaining thereto, to erect, construct, own, install, extend, renew, repair, improve, operate and maintain a Gas Service

System, including gas manufacturing plant or plants, Transmission System, Distribution System and other facilities or equipment as may be necessary or desirable for the purpose of providing Gas, and lawful activities necessary to perform and provide services enumerated in the District's Legislative Charter, in, upon, above, over, under and across the present future highways, sidewalks, easements, dedications and other public property within the franchise as may be necessary and appurtenant to a Gas Service System, and the right to transmit Gas to customers within the franchise area through a Transmission System and Distribution System. The District shall not be required to obtain any permit or pay any fees for its said use and purposes, but the District shall reasonably coordinate closely with the City and keep the City reasonably advised of its activities involving public streets and public property and the District shall repair, or pay for repairs, occasioned by construction, repair or maintenance of its Transmission System or Distribution System in the City. Notwithstanding the foregoing, the District shall secure a right of way construction permit from the City for any construction in the City's right of way or for non-emergency repairs or maintenance to the District's existing facilities which affect the City's paved roads, streets or bridges, which permit will not be unreasonably withheld. No permit shall be required for maintenance of the District's existing facilities in the City's right of way if such maintenance activities do not affect or cause damage to City-maintained sidewalks or City roads.

SECTION III. Non-exclusive grant.

The right to use and occupy said highways, sidewalks, easements, dedications and other public property for the purpose herein set forth shall not be exclusive, and City reserves the right to grant a similar use in said highways, sidewalks, easements, dedications and other public property to any other person.

SECTION IV. Geographic area.

This franchise covers the geographical area of the entire City limits of the City of Crestview, Florida. District agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the District has no vested right in a specific area. The District hereby agrees to provide service to any and all areas that may be annexed to the City provided feasibility of the area annexed meets the same feasibility requirements for extension of service as other areas serviced by the District. Subject to reasonable and diligent priority, service to all areas proven feasible should be available within six (6) months of notification by the City that the annexed area desires natural gas service. Any and all annexed areas will fall under the same terms and conditions of this Agreement as the current areas now located within the City. The City agrees to notify the District of the names and addresses of the residents in newly annexed areas within sixty (60) days of the date of annexation.

SECTION V. Term.

The franchise shall be granted for a period of ten (10) years provided, however, that the franchise is subject to review at the end of five (5) years upon the request of either party in writing within ninety (90) days of the expiration of the first five (5) years. The purpose of this review is to evaluate any substantial changes in the needs of the City or the District including any developments or innovations in the energy industry. In such an event, the parties shall make a good faith effort to mutually resolve such needs and changes. Either party may request review of the agreement at any time for the purpose of addressing changes in operating environment market conditions, new legislation or any other situations that significantly affect delivery of natural gas services.

SECTION VI. Consideration.

District shall pay to the City a sum equal to six percent (6%) of gross revenues collected from the customers from the sale of gas. Payment to the City shall be made in monthly payments during the year, with the last payment within thirty (30) days of the close of each fiscal year, and without demand by the City. Any adjustment payment

due the City resulting from the District's annual audit shall be made to the City by the District within thirty (30) days of the completion of the District's annual audit.

It is further understood and agreed that the consideration paid pursuant to this Agreement shall not be added on as a separate item on the customer's bill unless and until such time as the District separately itemizes such amounts in its system-wide billing.

No acceptance of any payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums. If a recomputation results in additional revenue to be paid to the City, such amount shall be subject to a surcharge of the lesser of twelve percent (12%) per annum, or the prime rate effective the date the payment was originally due as reported in the Wall Street Journal.

In the event that any payment is not made within thirty (30) days of when due, interest on such payment shall apply from such date at the prime rate effective the date the payment was originally due as reported in the Wall Street Journal.

In the event the District shall hereafter accept a franchise from any other unit of government or municipal corporation providing for the payment of a franchise fee more than the amount provided for in paragraph (A) above, or a franchise which includes in the base rate or franchise fee calculation any additional revenue received by the District from its Gas Service System within a specified territory, the District shall immediately notify the City, and the City reserves the right to immediately amend this Agreement to require the District to pay the City such additional franchise fees. The District's failure to notify the City of such additional payments does not limit the City's rights to such additional franchise fees nor limit the District's liability with respect thereto including late payment charges. In the event the City exercises its right to amend this Agreement to adjust payment of the franchise fee as set forth in this paragraph, the District agrees to execute any such amendment and to continue to abide by all terms of this Agreement as well as any amendments. In no event shall the City receive a franchise fee that is less, in terms of percentage, than any other governmental entity within the District's service area.

SECTION VII. Customer rates.

By acceptance of this franchise, the District specifically agrees that the City's customers' rates are consistent and shall remain consistent with rates to customers within Okaloosa County, including all other municipalities.

SECTION VIII. Collection provision.

The District hereby agrees to collect and remit to the City any lawfully levied utility taxes now existing or hereinafter enacted upon gas customers of the District within the City limits.

SECTION IX. Accounting; Audit; Inspection.

The District agrees that it will cause an annual audit immediately after the end of each fiscal year to be made of its books, records and accounts by a certified public accountant and will furnish a copy thereof to the City. The District shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to the franchise rights herein granted. The City may, upon reasonable notice at any reasonable time

during business hours, have its certified public accountant make examinations at the District's office of any and all of its books and records for the purpose of verifying any of the statements of receipts herein provided.

SECTION X. City not to compete.

The City agrees that it shall not, during the term of this franchise, construct, acquire, own or operate, directly or indirectly, a gas plant or gas transmission or gas distribution system within its corporate limits except through the exercise of the option to purchase hereinafter provided in this Agreement or except in the event this franchise is terminated prior to the end of the term of this franchise.

SECTION XI. Proper operation; Compliance with laws.

All plants, transmission lines, distribution lines, fittings, appliances, appurtenances and all components and installations of the District shall be maintained in reasonably good condition and repair. The District and the City mutually agree that the location, appearance and aesthetic qualities of such facilities are important considerations and agree to cooperate with each other with regard to the location, relocation and construction of such facilities to achieve the most feasible and desirable result compatible with sound economics and the City's ordinances, rules and regulations applicable to rights-of-way.

The District shall at all times employ due care and shall install and maintain in use commonly accepted methods and devices for the prevention of failures and accidents which are likely to cause damage, injuries or nuisances to the public.

The District shall install and maintain its gas system in accordance with the requirements of US DOT Title 49, § 192, Code of Federal Regulations and Chapter 368, Florida Statutes, and shall conduct operations in compliance with all other applicable federal, state, county and City laws and regulatory standards.

All structures and all lines, equipment and connections in, over, under and upon the highways, sidewalks, easements, dedications or other public property shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

SECTION XII. Relocation at District expense.

The District agrees that in all cases the location or relocation of all plants, transmission lines, distribution lines, fittings, appliances, appurtenances and all components and installations of the District and the construction thereof or any change or extension, removal or relocation necessitated by a change by the City of the grade, width or location of any street, alley or other public way, except as provided in succeeding Paragraph XIII, the District will promptly, at its own expense, change or move its structures so as to conform thereto and further agrees to restore any and all public right-of-ways disturbed by the District to their original condition (as determined by the City). The District further agrees that it will, in advance of any paving or repaving of any streets, alley, or other public way, and upon reasonable notice thereof, install and construct, at its own expense, all conduit, transmission lines, distribution lines and other installations reasonably necessary for its future use in said street, alley or other public way, so as to prevent, so far as possible, the disturbance by the District of any pavement; provided further, however, that the City further agrees that it will, in advance of any such paving or repaving of any street, alley, or other public way, notify the District of such plans in advance and coordinate the same with the District for the purpose of planning to achieve maximum economic cost savings to both parties.

SECTION XIII. Relocation for private enterprise.

It is agreed that in the event of the closing or abandonment of any street, alley or other public way by the City to accommodate the request of private persons or corporations solely for the benefit of such private persons or private corporations containing District gas transmission lines, distribution lines, metering or other facilities, that the City will require as a condition for granting such request that such private persons or corporations defray and pay the actual cost of removing or relocating same.

SECTION XIV. Restoration.

The District agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein as good or better condition as it was before being damaged or altered.

SECTION XV. Right to purchase after expiration of franchise.

As a condition precedent to the taking effect of this grant, the City does hereby reserve and the District gives and grants to the said City, the right, after the expiration of ten (10) years to purchase the gas distribution system within the corporate limits of the City, including necessary component parts of the gas distribution system at valuation of fair market value, which fair market value shall be determined by arbitration under Florida Statutes governing arbitration methods. This option to purchase is further subject to the condition that upon the exercise of the option, the City shall take and purchase from the District its entire requirements of gas for use and for resale in the communities and areas supplied by the distribution system, and the District shall sell and deliver to the City such gas to the extent the same is available at such rates and charges as shall be established from time to time by the Board of Directors of the District; such rates and charges to be fair, equitable and just commensurate to the same price charged other like customers.

SECTION XVI. Notice of exercise of option.

In the event the City exercises its option to purchase at the expiration of the term of this franchise as enumerated in preceding Section XV, such option shall be exercised by giving notice in writing not less than sixty (60) days prior to such expiration signed by the Mayor or other chief executive officer of the City accompanied by a resolution of the governing body of the City authorizing the exercise of such option.

SECTION XVII. Transmission system and interruptible customers.

In the event the City exercises its option to purchase the Distribution System, the District shall have the right to continue to supply its existing Competitive Service Rate customers inside the City theretofore supplied by the distribution system. In the event the District so elects to continue to supply any such customer or customers, and shall so notify the City in writing within sixty (60) days after receipt of notice from the City of the exercise of the option in Section XV of this Agreement, the right, privilege, authority and franchise granted by the City to the District by this Agreement shall continue in force and effect with respect to any such customer or customers, and the City shall, without charge, permit the District to make such use of the facilities of such distribution system as may be necessary to permit the District to supply such customer or customers.

Upon the City's purchase of the Distribution System, the obligation of the District to make franchise payments provided for in Section VI of this Agreement with respect to any customer no longer served by the District shall thereupon cease and terminate, but the District shall continue to collect and remit any lawfully levied utility taxes as required by Section VIII of this Agreement.

SECTION XVIII. Service policies.

The District shall not deny service to any person within the City's corporate limits who requests service based solely upon the service location, except where not feasible based upon the same feasibility requirements of service throughout the service area of the District. The District shall not deny service to any person within the City's corporate limits except for good and reasonable cause shown by the District acceptable to the City.

The District shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions, as far as possible, shall be preceded by notice and shall occur during periods of minimum use of the system.

The District shall in good faith attempt to investigate all reasonable complaints within twenty-four (24) hours of their receipt and shall in good faith attempt to resolve them within forty-eight (48) hours of receipt, and agents of the District will be available in the City for these purposes. Records of all customer complaints regarding the District's services, including their resolution or disposition, shall be maintained by the District for a period of twelve (12) months and shall be furnished to the City upon request.

The District will provide City staff with a local contact agent or liaison from the District to address any service issues within the corporate City limits and to insure proper administration of the terms and conditions of the franchise. The initial contact person for the District will be Gordon King. In the event the District in the future selects another agent, the City will be notified in writing.

SECTION XIX. Monitoring performance and compliance.

The City Manager, or his/her designee, and representatives from the City may monitor and review the performance of the District and each may report and make recommendations to the City and/or the District regarding the quality of service provided for in this Agreement. For the purposes of this function, "service" shall be defined as the performance of the duties, tasks, and obligations of the District stated herein and the performance of such other duties, tasks and obligations as are generally and reasonably regarded as incident to a gas system.

SECTION XX. Annexation provision.

The District hereby agrees to provide service to any and all areas that may be annexed to the City provided feasibility of the area annexed meets the same feasibility requirements for extension of service as other areas within the District. Service to all areas proven feasible should be available within six (6) months of notification by the City that the annexed area desires natural gas service. If an area annexed by the City is already being served by the District, the District will begin to collect all applicable franchise fees (as provided herein) within sixty (60) days of notification by the City. Any and all annexed areas will fall under the same terms and conditions of this Agreement as the current areas now located within the City. The City agrees to notify the District of the names and addresses of the residents in newly annexed areas within sixty (60) days of the date of the annexation.

SECTION XXI. Default clause.

In the event that the District shall default in the observance or performance of any one or more of the agreements, duties or obligations or conditions of this Agreement, and if any such default or defaults shall continue for a period of six (6) months (exclusive of all times during which the District may be delayed or interfered with, without its connivance, by unavoidable accidents, acts of God, natural disasters or the public enemy, labor strikes or the orders of judgments of any commission or court entered in any suit or proceeding brought without its connivance) after written notice thereof to the District from the City stating the alleged

default on the part of the District, then and in each and every such case the City, in addition to all other rights and remedies allowed by law, shall be entitled to terminate the grant made to the District under this Agreement.

SECTION XXII. Proper operation.

All plants, transmission lines, distribution lines, fittings, appliances, appurtenances, and all components and installations of the District shall be maintained in reasonably good condition and repair and the District shall observe all federal and state safety requirements and regulations. The District and the City mutually agree that the location, appearance and aesthetic qualities of such facilities are important considerations and agree to participate during the term of this franchise in a cooperative effort in the location, relocations and construction of such facilities to achieve the most feasible and desirable result compatible with sound economic consideration of the District.

SECTION XXIII. Hold harmless clause.

The District shall indemnify and save harmless the City from any and all damages, judgments, costs and expenses of any kind which may arise or result by reasons of or in consequence of the acts of neglect of the District, its agents or servants to fully comply with the provisions of this Agreement, and will save and keep harmless the City from any and all damages, judgments, costs and expenses cause by, or incident to, or in any manner resulting from the District's operation, installation, maintenance, construction, relocation or other acts or omissions of the District providing prompt notice in writing of all claims for such damages, costs and expenses and reasonable opportunity to defend against the same are given to the District by the City, together with all information thereon in its possession.

The District agrees to carry adequate liability insurance in accord with prudent industry standards at all times covering its operations, including automobile liability coverage. The District will provide the City proof of insurance and timely notification of the policies.

SECTION XXIV. Sovereign immunity.

Nothing in this Agreement is intended to nor shall be construed to waive either party's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

SECTION XXV. Continuity of service mandatory.

It shall be the right of all customers to continue receiving service insofar as their financial and other obligations to the District are honored. In the event that the District elects to overbuild, rebuild or modify the system, or the City gives notice of intent to terminate or fails to renew this franchise, the District shall act to ensure that all customers receive continuous, uninterrupted service for the duration of the franchise regardless of the circumstances. In the event of a change of franchise, the District shall cooperate with the City in maintaining continuous service to all customers. During such period, District shall be entitled to the revenues for any period during which it operates the system, and shall be entitled to reasonable compensation for its services when it no longer operates the system.

SECTION XXVI. Failure to require performance, not a waiver.

The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right of either party thereafter to enforce same; nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach or as a waiver of any provision itself.

SECTION XXVII. Exclusivity of Agreement sections.

Should any section or provision of this Agreement or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION XXVIII. Repealing clause.

All agreements or parts of agreements in conflict herewith are hereby repealed to the extent of such conflict.

SECTION XXIX. Severability.

If any section, subsection, sentence, clause or phrase of this Agreement for any reason be held invalid or unconstitutional by the decision of any court of competent jurisdiction or administrative agency, such decision shall not affect the validity of the remaining portions thereof. The District hereby declares that it would have accepted the provisions of this Agreement and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this Agreement shall not abate, reduce or otherwise affect any consideration or other obligation by the District of the franchise granted hereunder; provided further, however, that the City may terminate the franchise when the invalidated provision may not be so amended as to preserve the purposes for which it was agreed to in the original franchise and when said invalidated provision is found by the City to be essential to the franchise as a whole.

SECTION XXX. Effective date.

This Agreement shall be in full force and effect from and after its passage and approval; this franchise shall commence on March 1, 2026 for a term of ten (10) years provided the District unconditionally accepts this ordinance in writing filed with the City Clerk on or before the franchise effective date of March 1, 2026 .

PASSED AND ADOPTED ON THE SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, ON THE 9TH DAY OF FEBRUARY, 2026.

APPROVED BY ME THIS _____ DAY OF _____, 2026.

J.B. WHITTEN, Mayor

ATTEST:

Natasha Peacock, Interim City Clerk

APPROVAL AND ACCEPTANCE

The Okaloosa Gas District does hereby approve and accept the foregoing gas franchise Agreement and agrees to perform, assume and comply with all the terms, conditions, covenants and obligations of said franchise Agreement, and authorizes its Chief Executive Officer to execute this Approval and Acceptance.

Dated this _____ day of _____ 2026.

OKALOOSA GAS DISTRICT

BY: _____

Name: _____

Title: _____

ATTEST:



Staff Report

CITY COUNCIL MEETING DATE: February 9, 2026

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes, Barry Henderson, Development Services Director
DATE: 02/06/2026
SUBJECT: Ordinance 2018 Certified Recovery Residences

BACKGROUND:

Last year, Florida Statutes Section 397.487 was amended to require municipalities to adopt an ordinance establishing procedures for the review and approval of certified recovery residences within their jurisdictions.

DISCUSSION:

The amendments to the Statute include requirements for the ordinance to include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence. It requires a written application process, a date-stamp of the application upon receipt, and dictates the timelines and conditions related to review and approval of the application.

The attached ordinance amends the supplemental standards section of the Land Development Code to provide for the processes and timelines dictated by the amended statute.

The Planning and Development Board recommended approval of Ordinance 2018 on February 2, 2026.

GOALS & OBJECTIVES

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

No financial impact will result from this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2018 on first reading and send to second reading for adoption.

Attachments

1. Ordinance 2018 - Certified Recovery Residences

ORDINANCE 2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA; CREATING SECTION 7.05.09 OF THE LAND DEVELOPMENT CODE TO UPDATE PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCE REQUESTS TO COMPLY WITH FLORIDA STATUTES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, to comply with Section 397.487, Florida Statutes, the Land Development Code shall be amended to create a new section 7.05.09 which adds a procedure for the review and approval of Certified Recovery Residences, a procedure for the review and approval of reasonable accommodation requests, establish minimum application requirements, date-stamping requirements, and timelines for the review and approval of such applications.

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted Comprehensive Plan and is in the best interest of the City and its citizens; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is contained in Chapter 166.021, 163.3202, and other provisions of the Florida Statutes and the City Charter.

SECTION 2 – . CREATION OF SECTION 7.05.09 – CERTIFIED RECOVERY RESIDENCES, LAND DEVELOPMENT CODE.

7.05.09 – Certified Recovery Residences

A. Definitions. For purposes of this section alone, the following terms are defined as follows:

1. *"Acts"* shall mean the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131, et seq.
2. *"Applicant"* means the owner, operator, or authorized agent of a Certified Recovery Residence, or a disabled individual seeking a reasonable accommodation.
3. *"Certified Recovery Residence"* means a dwelling that holds a valid certificate of compliance from a credentialing entity per section 397.487, Florida Statutes and is actively managed by a Certified Recovery Residence administrator. A Certified Recovery Residence provides peer-supported, alcohol-free and drug-free living environment for individuals in recovery from substance use disorder. A Certified Recovery Residence provides no clinical, medical, counseling, or treatment services, and is not a licensed treatment facility under section 397.407, Florida Statutes, or a community residential home under section 419.001, Florida Statutes. A Certified Recovery Residence operates as a single housekeeping unit and may not serve as a business office, intake center, administrative headquarters, or provide on-site services beyond peer-based support.

4. *"Certified Recovery Residence Administrator"* means an individual certified pursuant to section 397.4871, Florida Statutes, who is responsible for managing the Certified Recovery Residence.
 5. *"Code"* means the City of Crestview Land Development Code.
 6. *"Disabled"* means an individual who has a history of or is currently in recovery from a substance use disorder and is therefore considered a person with a disability under the Acts. The term includes only those individuals who are sober and in recovery and does not include individuals whose impairment consists solely of mental illness, developmental disability, physical disability, or any condition unrelated to substance use disorder.
 7. *"Oxford House"* means a Peer Run Recovery Residence that is part of the Oxford House, Inc. network. An Oxford House is peer governed, places no time limit on residency, operates as a democratic system and utilizes self-support to pay all the household expenses. Sanctioned by Congress, each Oxford House is operated in accord with the Oxford House Manual and is not governed this section of the Code.
 8. *"Peer-Run Recovery Residence"* means a dwelling unit occupied by individuals in recovery from substance use disorder that operates as a democratically self-governed household without on-site staff, provides no clinical treatment or personal care services, maintains an alcohol-free and drug-free environment, and is supported and managed exclusively by the residents themselves pursuant to written or customary house rules, including rules for admission, expulsion, conflict resolution, and shared financial responsibility. Peer-Run Recovery Residences are not governed by this section of the Code.
 9. *"Reasonable Accommodation"* means a modification or waiver of a land use regulation found within the Code necessary to afford equal housing opportunity under FHAA and ADA.
 10. *"Residential Treatment Facility"* means a building or group of buildings, whether operated for profit or not-for-profit, that provides on-site clinical, medical, counseling, therapeutic, detoxification, rehabilitative, or behavioral health treatment services to individuals with substance use disorder, mental illness, co-occurring disorders, or related behavioral health conditions, and which employs staff, supervisors, clinicians, or treatment personnel to provide such services on a residential or live-in basis. The term includes, but is not limited to, residential treatment programs, inpatient rehabilitation facilities, detoxification programs, therapeutic communities, re-entry treatment centers, and any residential program required to obtain or maintain licensure under Chapter 397, Florida Statutes, or comparable treatment licensure in any other jurisdiction. A Residential Treatment Facility is an institutional use and is not: (1) a Certified Recovery Residence under section 397.487, Florida Statutes; (2) a Peer-Run Recovery Residence or Oxford House-type home; (3) a Community Residential Home under section 419.001, Florida Statutes; or (4) a dwelling unit used solely for non-clinical recovery housing without on-site treatment services.
- B. A Certified Recovery Residence shall not be established within 1,000 feet of any other Certified Recovery Residence that is owned, operated, managed, controlled, franchised, or otherwise affiliated with the same owner, operator, parent company,

controlling entity, partner, joint-venture, or any entity under common ownership or control. This spacing requirement applies solely to the concentration of business operations and shall not be construed to impose spacing limitations on Certified Recovery Residences generally or on housing for persons who are recovering from a substance use disorder and hence disabled.

C. The Planning & Zoning Division, or successor agency, shall be the central intake point for filing all applications and supporting documents for Certified Recovery Residences within the municipal boundaries of the City of Crestview.

D. Certification.

1. Prior to commencing operations, a Certified Recovery Residence shall submit:

- a. A copy of its current certification under section 397.487, Florida Statutes;
 - b. Written documentation evincing that a certified administrator operates the Certified Recovery Residence;
 - c. The property address and parcel identification number for the Certified Recovery Residence;
 - d. A safety plan addressing parking, noise, and emergency contact procedures;
 - e. The name and contact information of the Applicant or the Applicant's authorized representative;
 - f. A sworn statement affirming that no treatment is or will be provided on site; and
 - g. The 24/7 contact information for the operator of the Certified Recovery Residence.
2. Filing of the Certification does not constitute a zoning approval or a development order.
3. Misrepresentation on a Certification application is a code violation subjecting the Certified Recovery Residence to code enforcement and civil action.
4. For the Certification, the City shall not require medical records, diagnoses, treatment histories, drug test results, or proof of individual disability.

E. Reasonable Accommodation Application.

1. An application for a Certified Recovery Residence Reasonable Accommodation Application shall include:
 - a. All of the information required for the Certification, and
 - b. A description of the accommodation requested and the specific regulation or policy from which relief is sought ("Reasonable Accommodation"),

2. Date-stamp. The Planning & Zoning Division shall date-stamp each application for a Certified Recovery Residence upon receipt. If additional information is required, the Planning & Zoning Division shall notify the Applicant in writing within the first thirty (30) days after receipt of the application and allow the Applicant at least thirty (30) days to respond. A sworn statement affirming that no treatment is or will be provided on site; and
3. Final written determination. The Planning & Zoning Division shall issue a final written determination on the application within sixty (60) days after receipt of a completed application. The determination shall:
 - a. approve the request in whole or in part, with or without conditions; or
 - b. deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.
 - c. If a final written determination is not issued within sixty (60) days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

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 ORDINANCES. Ordinances, or parts of ordinances 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 23rd day of February, 2026.

ATTEST:

Natasha Peacock
City Clerk

Approved by me this 23rd day of February, 2026.

J. B. Whitten
Mayor



Staff Report

CITY COUNCIL MEETING DATE: February 9, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Strategic Initiatives Director
DATE: 02/05/2026
SUBJECT: CPTA-P0536 Grant - Economic Development Plan

BACKGROUND:

Last year, the City made an application for a grant through Florida Commerce to develop a Strategic Economic and Development Plan.

DISCUSSION:

The plan, as proposed, will assess workforce, land-use assets and branding with clear goals and implementation steps in order to position the City to facilitate sustainable growth, enhanced competitiveness and long-term resilience.

The scope of work more specifically includes a kick-off meeting, an economic assessment, engagement of relevant stakeholders, a marketing review and report of recommendations, and a strategic plan/action plan to assist in achieving identified objectives.

To proceed in this process, the agreement must be approved by the City Council prior to execution.

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

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This is an agreement for a grant for the state to reimburse the necessary costs to develop this plan. The amount of the grant is \$50,000.00. The immediate financial impact on the City is neutral; however, the execution and employment of the resulting plan should have a positive financial impact as the City carries out the goals therein.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the attached agreement and direct staff to execute as necessary.

Attachments

1. Crestview Draft Agreement_25-26

**COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the **City of Crestview** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

Agreement #P0536

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to ***Fifty Thousand Dollars and Zero Cents (\$50,000.00)*** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

Agreement #P0536

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection

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with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability

of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict

accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the

words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

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unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

- 4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. Section 448.095, F.S., requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred

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under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. IDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. LEGAL AUTHORIZATION

The Grantee certifies that it has legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Grantee certifies that the undersigned person has the authority to legally execute and bind the

Grantee to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind the Grantee to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

~Remainder of this page left intentionally blank~

DD. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

Grantee's Agreement Manager:

Nicholas Schwendt
198 N Wilson St.
Crestview, FL 32536
Telephone: (850) 306-3703
Email: nicholasschwendt@cityofcrestview.org

Commerce's Agreement Manager:

Jhazmine Allen
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 921-3181
Facsimile: (850) 717-8522
Email: Jhazmine.Allen@commerce.fl.gov

EE. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

~Remainder of this page left intentionally blank; Attachments to follow after signature page~

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE

CITY OF CRESTVIEW

By _____
Signature
J. Alex Kelly

Title Secretary

Date _____

By _____
Signature
Type in Name

Title Type in Title

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

**Attachment 1
SCOPE OF WORK**

1. GRANT AUTHORITY. This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific **Appropriation 2111, Chapter 2025-198** Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. PROJECT DESCRIPTION: The City of Crestview seeks to develop a Strategic Economic and Development Plan to assess workforce, land-use assets, and branding with clear goals and implantation steps in order to position the City for sustainable growth, enhanced competitiveness, and long-term resilience.

3. GRANTEE'S RESPONSIBILITIES: Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. *Project Kick-Off*

Grantee shall: Conduct the initial project kick-off meeting will include the following activities:

1. Online kick-off planning session
2. Review summary report of existing plans, annual reports, workforce or target industry studies and data, and quality of place initiatives and programs
3. Determine schedule of future meetings

B. Deliverable 2. *Economic Assessment*

Grantee shall: Assemble initial research and data for use during discovery and stakeholder interviews to drive recommendations. To do so, grantee must:

1. Meet with staff to understand economic development organization leadership, resources to compete, civic engagement, past experiences on competitive projects, sites, speculative development, infrastructure investment and other product(s) that generate opportunity as well as talent pipeline and development.
2. Benchmark Crestview to the laborshed, county, state and nation to understand and identify opportunities as well as impacts to competitiveness.
3. Collect and evaluate research and data analysis to provide a clear picture of the current economic outlook and opportunities surrounding the community and its workforce using research tools such as JobsEQ, U.S. Census Bureau, National League of Cities, the National Center for Education Statistics and other leading research entities.

C. **Deliverable 3. Stakeholder Engagement**

Grantee shall: Assemble data analysis and stakeholder feedback into key themes and findings to be utilized in final assessment.

- 1. Conduct stakeholder interviews over the course of two half business days
 - a. Document feedback
 - b. Analyze and study the feedback to recognize trends and issues that support or impede the success of the strategy

D. **Deliverable 4. Prospect Tour and Marketing Review**

Grantee shall: Evaluate the City’s community assets and site/building tour.

- 1. Create a summary of best practice recommendations to enhance marketing efforts
 - a. Include summary in final draft

E. **Deliverable 5. Strategic Plan Developments and Implementation**

Grantee shall: Complete the Strategic Economic and Development Plan draft and oversee grant administration.

- 1. Develop strategies and action plans, including a term-based funding plan to achieve objectives
- 2. Identify key performance indicators (KPIs) to measure progress
- 3. Develop a roadmap for implementing the strategy, including timelines, resource requirements, and accountability measures
- 4. Coordinate documentation and communication with FloridaCommerce
- 5. Track milestones, reporting deadlines, and final deliverables

4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences

Commented [PM1]: Is there any way we can have benchmarks for this? For example, how are we indicating that the deliverable has been completed?

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Deliverable 1. Project Kick-Off; Grantee shall conduct the initial project kick-off meeting in accordance with Section 3.A. of this Scope of Work. Deliverable due date: February 20, 2026	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Copy of Kick-Off Meeting public notice, agenda, sign-in sheet, any Grantee presentation material, and a written summary narrative of input received. 2. Copy of engagement guide, which includes the anticipated meeting schedule, a schedule for drafts and deliverables within five (5) business days following the project kick-off meeting. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	\$1,000	As provided in Section 12 of this Scope of Work, below.
Deliverable 2. Economic Assessment; Grantee shall assemble initial research and data for use during discovery and stakeholder interviews to drive recommendations in accordance with Section 3.B. of this Scope of Work. Deliverable due date: March 27, 2026	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Copy of initial research and data that will be presented to stakeholders as referenced in 3.B of Scope of Work. 2. Indicate data sources utilized. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA	\$6,000	As provided in Section 12 of this Scope of Work, below.

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	system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 3. Stakeholder Engagement; Grantee shall conduct stakeholder interviews and assemble data analysis and stakeholder feedback into key themes and findings to be utilized in final assessment in accordance with Section 3.C. of this Scope of Work. Deliverable due date: April 15, 2026	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. Copy of Stakeholder Meeting public notice, agenda, sign-in sheet, any Grantee presentation material, and a written summary narrative of input received. 2. Conduct stakeholder interviews over two half business days. 3. Document any additional feedback. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$12,000	As provided in Section 12 of this Scope of Work, below.
Deliverable 4. Prospect Tour and Marketing Review; Grantee shall evaluate the City's community assets and site/building tour in accordance with Section 3.D. of this Scope of Work. Deliverable due date: May 1, 2026	Completion of Deliverable 4 as evidenced by submission of all of the following: 1. Provide a list of which assets, sites, and/or buildings were evaluated 2. Provide a written summary of observations and best practice recommendations to enhance marketing efforts	\$6,000	As provided in Section 12 of this Scope of Work, below.

	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 5. Strategic Plan Developments and Implementation; Grantee shall complete the Strategic Economic and Development Plan draft and oversee grant administration in accordance with Section 3.E. of this Scope of Work. Deliverable due date: May 30, 2026	Completion of Deliverable 5 as evidenced by submission of all of the following: 1. Provide a comprehensive strategic plan document which includes previous deliverable items. 2. One round of staff revisions incorporated into the final plan. 3. Virtual presentation (1-2 hours) of the final plan to staff and key stakeholders. A copy of meeting public notice, agenda, sign-in sheet, and presentation materials. 4. Complete grant compliance checklist, submission of final deliverables, and providing ongoing support throughout the life of the grant. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$25,000	As provided in Section 12 of this Scope of Work, below.

Total Amount Not to Exceed \$50,000

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.
10. **INVOICE SUBMITTAL AND PAYMENT.**
 - A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
 - B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be

submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
1. Grantee's name and address;
 2. Grantee's federal employer identification number;
 3. the Agreement number;
 4. the Grantee's invoice number;
 5. an invoice date;
 6. the dates of service;
 7. the deliverable number;
 8. a description of the deliverable;
 9. a statement that the deliverable has been completed; and
 10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
1. **For Work Performed by a Subcontractor:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
 - b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
 - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).
 2. **For Work Performed by Grantee's Employees:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
 - b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:

- i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
 - c. Invoices or receipts for other direct costs.
 - d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
- F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.
- G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not

be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

- A.** Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
 2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.
- B.** Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate

reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice;
- B. Complete performance of such part of the work as shall not have been terminated by Commerce;

Agreement #P0536

- C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
- D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE’S NAME: _____
FEIN: _____

INVOICE NO.: _____
INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	\$__
TOTAL	\$__

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____

FEIN: _____

Agreement No.: _____

INVOICE NO.: _____

INVOICE DATE: _____

TO:

Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:

[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3] Category expenditures: Salaries\$ _ Fringe Benefits\$ _ Travel\$ _ Postage\$ _ [other direct costs: identify them]\$ _	
TOTAL	\$ _

Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____

INVOICE NO.: _____

FEIN: _____

INVOICE DATE: _____

Agreement No.: _____

TO:

Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:

[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services \$ __ Salaries \$ __ Fringe Benefits \$ __ Travel \$ __ Postage \$ __ [other direct costs: identify them] \$ __	
TOTAL	\$ __

Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

**GRANT
AGREEMENT FINAL
CLOSEOUT FORM**

J. Alex Kelly
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract. - The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period. - All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Agreement #P0536

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce
		MSC # 75, Caldwell Building
		107 East Madison Street
		Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce
		MSC # 75, Caldwell Building
		107 East Madison Street
		Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ _____**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative



Staff Report

CITY COUNCIL MEETING DATE: February 9, 2026

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE:
SUBJECT: City Manager Updates

BACKGROUND:

DISCUSSION:

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests a motion

Attachments

None