

**REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 22, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Lawful, Ethical Moral Standards and Actions*****

CALL TO ORDER

*** INVOCATION - Pastor Steve Farris, First Baptist Church of Destin**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS

- A. Proclamation - Congenital Heart Defect Awareness Month
- B. Recognition of the 2023 10U Softball All-Stars and Recognition of the 2023 12U Baseball All-Stars
- C. 2023 Holiday Decorating Contest Winners

2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items) (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

3. * CONSENT AGENDA**

- A. Animal Control Services Contracts 2024
- B. Approve IT Contract: Cox Internet/Phone renewal
- C. Approve IT Contract: New Budgeted Timekeeping/Payroll System
- D. Motion to rescind the prior Council directive to terminate Mr. Isaac Birch's membership on the City's Parks and Recreation Committee.
- E. Approval of minutes of the January 8, 2024 Regular City Council Meeting
- F. Approval of minutes of November 27, 2023, Special City Council Meeting
- G. Board & Committee Minutes

4. CITY MANAGER REPORTS

- A. Motion to rescind a prior Council directive to negotiate a contract with ADS for the FPL Undergrounding Contractor, and Motion to reject all bids.
- B. Revisions to Purchasing Manual (Operating Instructive ADM-30)
- C. RFP 24-01-ENG - Phase 1 Utility Undergrounding Conversion Project
- D. Synalovski Romanik Saye (SRS) Contract
- E. 30% Plans- Linear Park (DAG Architects)
- F. Boardwalk Under the Bridge & PD&E/US98/Stahlman Ave Study Update

- G. Review IT Ecosystem and Planned approach for Improvements
- H. Subaward Agreement No. 2024-R12 between Okaloosa County and City of Destin, Clement Taylor Park Renovation Project
- I. City Manager Search Update and Proposed Schedule
- J. City Council Seat Vacancy and Appointment of Council Member to Vacated Seat
- K. Announcements

5. PUBLIC HEARINGS

- A. THIS ITEM HAS BEEN CONTINUED TO THE FEBRUARY 5, 2024, REGULAR CITY COUNCIL MEETING TO BE HELD AT 6PM, AT THE REQUEST OF THE APPLICANT. IT WILL NOT BE CONSIDERED ON JANUARY 22ND. THIS NOTE IS INCLUDED IN THE AGENDA FOR THE BENEFIT OF THE PUBLIC AFTER ADVERTISING.**

Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

- A. Councilmember Sweetser
- B. Councilmember Geile
 - 1) Project Status Updates
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney
 - 1) Form 6

7. PUBLIC COMMENTS (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)

8. ADJOURN

* 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.

****** To be placed on the agenda under public presentations, citizens must contact the City Manager or City Clerk's office one (1) week prior to the scheduled City Council Meeting, completing a Speakers Request Form and providing any accompanying documentation as requested in the form's instructions.

******* All items listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and may be considered separately.

If a person decides to appeal any decision made by the Council with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242. Personas con discapacidades que necesitan asistencia o personas que necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here. Please visit our agenda center on the city website at www.cityofdestin.com/agendas.



City of Destin Proclamation

CONGENITAL HEART DEFECT AWARENESS MONTH

WHEREAS, congenital heart defects are one of the most frequently occurring birth defects and a leading cause of deaths related to birth defects worldwide; and

WHEREAS, over one million families across America face the challenges and hardships of raising children with congenital heart defects. Each year, approximately 40,000 babies are born in the United States with these conditions; and

WHEREAS, some congenital heart defects are not diagnosed until months or years after birth. When the condition goes undiagnosed, sudden cardiac death can occur, especially in youth athletes; and

WHEREAS, despite these alarming statistics, newborns and young athletes are still not regularly screened for congenital heart defects; and

WHEREAS, Congenital Heart Defect Awareness Month provides an opportunity for families whose lives have been affected by congenital heart defects to celebrate life, remember the loved ones they have lost, honor dedicated health professionals, and share information with the public and the media; and

NOW, THEREFORE, I, Bobby Wagner, by virtue of the authority vested in me as Mayor of the City of Destin, do hereby proclaim February 2024 as

****CONGENITAL HEART DEFECT AWARENESS MONTH****

and encourage all citizens of the City of Destin to reach out and support its humanitarian mission.

SO DONE THIS 22ND DAY OF JANUARY 2024

By:

Bobby Wagner, Mayor

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 1.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: January 3, 2024

SUBJECT: Recognition of the 2023 10U Softball All-Stars and Recognition of the 2023 12U Baseball All-Stars

I. BACKGROUND: Destin Little League 10U Softball Represented Destin in the State Tournament

Destin Little League 12U Baseball Represented Destin in the State Tournament @ Sarasota Fl.

II. DISCUSSION: Recognizing our Destin Little League All-Stars hard work and representing Destin

A. Link to Strategic Goals / Objectives: Enhanced quality of life and safety for families

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Presentation**AGENDA OUTLINE NUMBER:** 1.C.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: January 17, 2024

SUBJECT: 2023 Holiday Decorating Contest Winners

I. BACKGROUND: The residents, businesses, and organizations that are located within the city limits of Destin are all given the opportunity to participate in the Annual Holiday Outdoor Decorating Contest. There are six categories that are judged, which can be found listed below:

1. Best Decorated Home: Renee Potter- 162 Bent Arrow Drive. This category includes single homes, duplexes, mobile homes, etc.
2. Best Decorated Business: La Paz Restaurant - 950 Gulf Shore Drive. This category includes restaurants, shops, department stores, schools, professional offices, etc.
3. Best Decorated Organization: The Palms of Destin - 4201 Indian Bayou Trail. This category includes entrances to homeowner's associations, golf courses, etc.
4. Best Overall Holiday: Ryan Roberts - 3794 Indian Trail. This category includes all homes, businesses, and organizations throughout the city limits that go above and beyond.

The judge's panel is made up of six volunteers, including, but not limited to, city employees, residents and business owners within the city. Each judge is assigned an area of the city to cover. The judges complete evaluations for the best one in each category and turn the evaluation forms in to the program coordinator overseeing the contest. From the judge's picks within their assigned area, the program coordinator compiles a list, revisits each location and makes a final decision for each category. The winners for each category, along with a picture, are announced in the local newspaper. Plaques are then prepared and awards recognition is coordinated with the City Council.

II. DISCUSSION: For many years, the City of Destin has held its Annual Holiday Decorating Contest and recognized the winners from each category. It has become a tradition that the Mayor and City Council members present the winners with a plaque commemorating the contest during the first council meeting in January. The Holiday Decorating Contest is one of the few special

events that the city has where residents, businesses and organizations can all compete at the same time. Finally, it is a great way to honor those who have made the streets of Destin look festive during the holiday season.

A. Link to Strategic Goals / Objectives: Strategic Goal #2- Enhance the quality of life and safety for families.

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Sheri Bethea, Sr. Administrative Services Coordinator
Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director

DATE: 1/12/2024
1/8/2024

SUBJECT: Animal Control Services Contracts 2024

I. BACKGROUND: Animal control services for the city have been provided by the Panhandle Animal Welfare Society (PAWS) for many years. The annual cost of the contract was negotiated and approved for FY23 at a rate of \$69,655.00 per year plus \$75.00 each for weekend calls. The Emerald Coast Wildlife Refuge (ECWR) has also been budgeted for \$3,000 to provide wildlife rehabilitation services. In addition, Okaloosa County TDC contracts with ECWR for routine turtle nest monitoring of all beaches in Okaloosa County.

II. DISCUSSION: The attached contracts, once approved, will provide animal control services for 2024.

PAWS: A not-for-profit agency; permitted and licensed for domestic animal control activities (domestic animals are euthanized if not adopted, and feral animals are euthanized)

- Service Areas: Okaloosa County and its municipalities
- Funding Sources: Annual contracts with Okaloosa County and municipalities; contributions

The 2024 PAWS contract amount is \$69,655.00 plus \$75 for weekend calls, which is unchanged from the 2023 contract. Payments are to be disbursed in monthly increments of \$5,804.58. The annual amount is based on the last United States Census Bureau per capita population, April 2020, which was 13,931 for the City of Destin. Other cities in Okaloosa County have received increases in prices for these services as well.

The ECWR 2024 contract amount is \$3,000, the same amount that was contracted in 2019 -

2023.

A. Link to Strategic Goals / Objectives: I. Financially Sound City Providing Service Excellence

II. Enhanced quality of life and safety for families

B. Effect on Budget (EOB): The PAWS contract is a historically budgeted item in the City of Destin's annual budget for animal control services. The 2024 contract amount is \$69,655.00 plus \$75.00 per call for weekend calls. The amount is budgeted for FY24.

The ECWR 2024 contract amount is \$3,000, the same amount that was contracted in FY23.

The PAWS contract will be paid on a monthly basis upon receipt of monthly invoices and activity reports. The ECWR contracts will be paid on a quarterly basis, upon receipt.

C. Level of Service (LOS): Level of service will remain the same as 2023.

D. Legislative Sponsor:

III. CONCLUSION: Approval of these contracts will provide continued animal control services for the City.

IV. RECOMMENDED MOTION: I move to accept the 2024 PAWS and ECWR contracts and authorize the City Manager to execute the contracts accordingly.

Attachments:

1. PAWS Contract 2024
2. ECWR Contract 2024

CONTRACT FOR SERVICES

January 1st, 2024 — December 31, 2024

THIS CONTRACT made and entered into this 1st day of January 2024 between the Panhandle Animal Welfare Society, Inc., (hereinafter referred to as "PAWS") and CITY OF DESTIN, FLORIDA (hereinafter referred to as "DESTIN").

Witness:

WHEREAS, the parties do agree that the purpose of this contract is to establish PAWS as the administrative and enforcement agency for any Okaloosa County Animal Control Ordinances, DESTIN Ordinances and applicable Florida statutes pertaining to animals;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$69,655.00 by Fiscal Year to be disbursed in monthly payments of \$5,804.58. Such annual amounts are based on a per capita (13,931) division of costs among local governments which contract for PAWS services. Payment shall be made upon receipt of a monthly statement submitted by PAWS to DESTIN.
2. PAWS shall not be responsible for the removal of dead animals on public property or public right of way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.
3. PAWS will enforce all applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:
4. Provide appropriate equipped, certified Animal Control Officers during the normal business hours of 8:00A.M to 5:00 P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida statutes. Operations will be via demand / response system which prioritize incoming animal control demands for services from citizens, and dispatches calls to Animal Control Offices in the field. Officers will respond to citizen request for assistance, and, when not actively engaged in answering dispatched calls, will perform routine patrolling of the service area.
5. Issue citations against and / or impound animals determined to be in violation of applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statutes.
6. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended in the field or surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.

7. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption or impounded and stray animals.
8. House each impounded and stray animal for the period of time specified by applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes, and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.
9. An Animal Control Officer will remain on-call after hours to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals.
10. PAWS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees. These records shall be open for inspection during normal business hours to persons designated by DESTIN to review them. In addition, PAWS shall provide to DESTIN a monthly animal control activity summary.
11. PAWS will initiate and maintain a program of public education concerning animal related laws; and promoting responsible pet ownership.
12. PAWS will assist any DESTIN-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance will be communicated by DESTIN to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.
13. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service for medical reasons and disposal of remains, for a reasonable fee determined by PAWS.
14. This contract is for the performance period January 1, 2024 through December 31, 2024 and shall remain in force for a period of 14 months, contingent upon the annual appropriation by DESTIN of legally available funds for the purpose set forth in this Contract. Both parties shall have the right to terminate this agreement in this absolute discretion at any time by giving the other party written notice at least 30 days prior to the effective termination date.
15. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.
16. Jury Trial Waiver: PAWS AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND

FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

17. Public Records. PAWS shall comply with Florida Public Records Laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of PAWS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this ____ day of January 2024.

Witness:

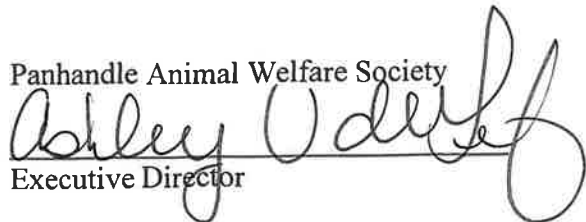
City Of Destin

City Manager

Witness:



Panhandle Animal Welfare Society


Executive Director

CONTRACT FOR SERVICES

JANUARY 1, 2024 TO DECEMBER 31, 2024

THIS CONTRACT made and entered into this 1st day of **January 2024** between Emerald Coast Wildlife Refuge (hereinafter referred to as "ECWR") and City of Destin, Florida (hereinafter referred to as "DESTIN").

WHEREAS, the parties do agree that the purpose of this contract is to establish ECWR as the agency providing wildlife rehabilitation services for the City of Destin. The primary service is to provide citizens with a facility to report and/or transport to, injured, orphaned, or in some cases, displaced wildlife. In addition, ECWR will serve as the live marine mammal and sea turtle stranding response team.

NOW THEREFORE, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$3,000 by Fiscal Year to be disbursed in quarterly payments of \$750 for services provided by ECWR.
2. Payment for such services shall be made upon receipt of an invoice and quarterly reports from ECWR. The quarterly report shall contain a summary of services provided within the city limits of Destin during that reporting period.
3. The City will have the right to terminate the Contract if ECWR has failed to comply with the requirements of the Contract.
4. Provisions of this Contract may be amended only by written instrument signed by ECWR and the City Mayor.
5. The parties intend that this Contract and the relationships of the parties shall be governed by the State of Florida.
6. Venue: The location for litigating any and all claims, controversies, disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.
7. Jury Trial Waiver: ECWR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

8. Public Records. ECWR shall comply with Florida Public Records Laws, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of ECWR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this 10th day of December 2023.

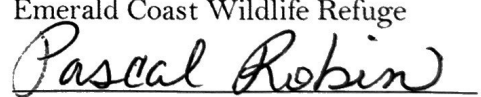
Witness:

City of Destin

Witness:



Emerald Coast Wildlife Refuge



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Andy Peters, Director of Information Technology
Krystal Strickland, Finance Director

DATE: 01/22/24

SUBJECT: Approve IT Contract: Cox Internet/Phone renewal

I. BACKGROUND: The City's IT ecosystem relies on several critical vendor services. Key among these are our Internet and Managed Telephone service, essential across all departments.

II. DISCUSSION: The City is a long time Customer of Cox Communications for Internet. Cox's fiberoptic ring and redundant facilities make them, in our assessment, the most reliable in the area. Cox also manages the City's phone system including a physical switch in each building, all physical building cabling, software services (such as voicemail, call forwarding) and the Phones themselves. Cox has committed in this renewal to providing new State-of-the art desktop phones for every City Department.

A. Link to Strategic Goals / Objectives: IT supports all Departments in their efforts toward the Strategic Vision Document:

I. Financially sound city providing service excellence

II. Enhanced quality of life and safety for families

III. Economic development and revitalization

IV. Effective, efficient, and aesthetically pleasing infrastructure

V. Improve mobility and connectivity

VI. A green and sustainable environment

B. Effect on Budget (EOB): Cox Communications: \$1260.00 Monthly for a 400 Mbps Fiber-Optic Internet Connection; \$99 One-Time setup fee and \$3744.71 monthly for Vendor Managed Phone systems, switches, and services. This represents a Price Reduction from previous years, negotiated by City Staff.

	2021	2022	2023
COX COMMUNICATIONS	\$ 64,359.85	\$ 64,684.79	\$ 65,515.23
Actual Monthly	\$ 5,363.32	\$ 5,390.40	\$ 5,459.60
New Monthly			\$ 5,004.71
Monthly Cost Savings			\$ 454.89
Annualized Cost Savings			\$ 5,458.71

C. Level of Service (LOS): Passing: will keep levels of service the same, and update phone hardware citywide.

Failing: will require the City to seek new Internet and Phone Service Provider.

D. Legislative Sponsor:

III. CONCLUSION: Renewing with Cox will ensure continued Services all departments rely on.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to renew the contract for Internet and Phone services with Cox Communications.

Attachments:

1. Cox Communications



Commercial Services Agreement 1/10/2024

Cox Account Rep:	Carol Knight	Cox System Address
Phone Number:	18503935478	99 Eglin Pkwy NE Suites 21 & 22 Fort Walton Beach, FL 32548
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	CITY OF DESTIN	Full Name:	Andy Peters
Street Address:	4200 Indian Bayou Trl	Billing Telephone:	(850) 654-5184
City/State/Zip:	Destin, FL 32541	Fax:	
Billing Address:	4200 Indian Bayou Trl	Contact Number:	(850) 737-6099
City/State/Zip:	Destin, FL 32541	Email:	apeters@cityofdestin.com
Cox Account #:	135-19370901,135-6948202,135-19371001,135-8157802,135-16411301,135-19370801,135-16379401,135-19371301,135-15092201,135-19371101,135-7933502,135-20927801,135-16426101,135-19371201		

Service Address:725 Gulf Shore Dr Destin, FL 32541				Phone: Cox Account ID:135-20927801		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 50 - 50Mbps x 10Mbps includes Cox WiFi 10 Free Access Accounts and 25 Free PC Security Suites	1	1	\$84.99	60	\$84.99	\$0.00
Static IP Address	1	1	\$10.00	60	\$10.00	\$0.00
CBI Modem	1	1	\$0.00	60	\$0.00	\$0.00
Net Assurance SVC and Equipment	0	1	\$40.00	60	\$40.00	\$0.00
Install Fees						
Net Assurance Install	0	1	\$99.00	0	\$0.00	\$99.00

Totals:		\$134.99	\$99.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.			

Service Address:4100 Indian Bayou Trl Destin, FL 32541				Phone: Cox Account ID:135-16411301,135-19370801		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Call Detail Reporting	1	1	\$0.00	60	\$0.00	\$0.00
Bulk DTA Package	1	1	\$0.00	12	\$0.00	\$0.00
Cox Business TV Bulk Starter	1	1	\$4.66	12	\$4.66	\$0.00
Business TV Bulk Essential	1	1	\$9.99	12	\$9.99	\$0.00
Digital Adapter	1	1	\$5.99	12	\$5.99	\$0.00
40Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	\$0.00
Polycom Digital Color KEM Lease	3	3	\$2.95	60	\$8.85	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	4	4	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	2	2	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	4	4	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	3	3	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	1	1	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	2	2	\$0.00	60	\$0.00	\$0.00
IP Centrex Auto Attendant	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Analog Seat	1	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	1	0	\$0.00	60	\$0.00	\$0.00
Polycom 5000 IP Conf. Phone Lease	1	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Call Path	1	0	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	0	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	0	\$0.00	60	\$0.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	3	3	\$20.00	60	\$60.00	\$0.00
Directory Listing-Non Published	3	3	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	3	3	\$3.00	60	\$9.00	\$0.00
IP Centrex Complete Seat	24	0	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	24	0	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	21	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	24	0	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	4	0	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	20	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Call Path	23	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 410 IP Phone Lease	18	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	6	0	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	24	0	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	24	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Professional Seat	0	25	\$29.99	60	\$749.75	\$0.00
Individual Business Mailbox	0	24	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	0	25	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	0	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	0	25	\$3.00	60	\$75.00	\$0.00
IP Centrex Call Path	0	25	\$0.00	60	\$0.00	\$0.00

VoiceManager Unified Messaging	0	24	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	0	24	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	0	24	\$0.00	60	\$0.00	\$0.00
Polycom 5000 IP Conf. Phone Lease	0	1	\$4.95	60	\$4.95	\$0.00
Install Fees						
IP Centrex Activation	0	18	\$0.00	0	\$0.00	\$0.00
IP Handset Staging	0	18	\$0.00	0	\$0.00	\$0.00
IP Centrex Handset Pre-Installation	0	18	\$0.00	0	\$0.00	\$0.00

Totals:	\$928.19	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.		

Service Address:4200 Indian Bayou Trl Destin, FL 32541				Phone: Cox Account ID:135-19371201		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Call Detail Reporting	1	1	\$0.00	60	\$0.00	\$0.00
6Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	\$0.00
Polycom Digital Color KEM Lease	1	1	\$2.95	60	\$2.95	\$0.00
IP Centrex Multi-Level Auto Attendant -Advanced	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Pilot Number Hunting Additional	2	2	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	2	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	2	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	27	27	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	2	2	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	27	27	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	26	26	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	1	1	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	2	2	\$0.00	60	\$0.00	\$0.00
IP Centrex Auto Attendant	2	2	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	2	4	\$0.00	60	\$0.00	\$0.00
IP Centrex Analog Seat	3	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	3	0	\$0.00	60	\$0.00	\$0.00

Polycom 5000 IP Conf. Phone Lease	2	0	\$0.00	60	\$0.00	\$0.00
Polycom 6000 IP Conf. Phone Lease	1	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Call Path	3	0	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	3	0	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	3	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Complete Seat	22	0	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	21	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	22	0	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	15	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Call Path	22	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 410 IP Phone Lease	18	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	4	0	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	21	0	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	22	0	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	22	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Professional Seat	0	25	\$29.99	60	\$749.75	\$0.00
Individual Business Mailbox	0	22	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	0	25	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	0	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	0	25	\$3.00	60	\$75.00	\$0.00
IP Centrex Call Path	0	25	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	0	22	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	0	22	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	0	22	\$0.00	60	\$0.00	\$0.00
Polycom 5000 IP Conf. Phone Lease	0	2	\$4.95	60	\$9.90	\$0.00
Polycom 6000 IP Conf. Phone Lease	0	1	\$8.95	60	\$8.95	\$0.00
Install Fees						
IP Handset Staging	0	18	\$0.00	0	\$0.00	\$0.00
IP Centrex Handset Test & Turn Up	0	18	\$0.00	0	\$0.00	\$0.00
IP Centrex Handset Pre-Installation	0	18	\$0.00	0	\$0.00	\$0.00
IP Centrex Activation	0	18	\$0.00	0	\$0.00	\$0.00

Totals:	\$846.55	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.		

Service Address: 4200 Indian Bayou Trl Destin, FL 32541	Phone: Cox Account ID:135-16426101
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Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Bulk DTA Package	7	7	\$0.00	12	\$0.00	\$0.00
Cox Business TV Bulk Starter	7	7	\$4.66	12	\$32.62	\$0.00
Business TV Bulk Essential	7	7	\$9.99	12	\$69.93	\$0.00
Digital Adapter	7	7	\$5.99	12	\$41.93	\$0.00
Cox Business Minute Pack 100 - 5 Year	1	1	\$6.80	60	\$6.80	\$0.00
Toll Free Standard	1	1	\$5.00	60	\$5.00	\$0.00
Cox Business Minute Pack 100 - 5 Year	0	1	\$0.00	60	\$0.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	4	4	\$20.00	60	\$80.00	\$0.00
Directory Listing-Non Published	4	4	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	3	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	0	4	\$3.00	36	\$12.00	\$0.00
Install Fees						

Totals:	\$248.28	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.		

Service Address:101 Stahlman Ave Destin, FL 32541				Phone: Cox Account ID:135-19370901,135-6948202		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
40Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business TV	1	0	\$0.00	12	\$0.00	\$0.00
Business TV Starter - Primary Outlet	1	0	\$0.00	12	\$0.00	\$0.00
Business TV Essential Service	1	0	\$0.00	12	\$0.00	\$0.00
Regional Sports Surcharge Non-Food Establishment	1	0	\$0.00	12	\$0.00	\$0.00
Digital Adapter	1	0	\$0.00	12	\$0.00	\$0.00
Cox Business TV DTA - Additional Outlet	1	0	\$0.00	60	\$0.00	\$0.00
Cox Business TV - Additional Outlet(s)	2	0	\$0.00	60	\$0.00	\$0.00
Business TV Essential Service	1	0	\$0.00	60	\$0.00	\$0.00

Regional Sports Surcharge Non-Food Establishment	1	0	\$0.00	60	\$0.00	\$0.00
Business TV Essential Service	1	0	\$0.00	60	\$0.00	\$0.00
Regional Sports Surcharge Non-Food Establishment	1	0	\$0.00	60	\$0.00	\$0.00
Digital Adapter	2	0	\$0.00	60	\$0.00	\$0.00
Business TV Starter - Primary Outlet	2	0	\$0.00	60	\$0.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	2	2	\$20.00	60	\$40.00	\$0.00
Directory Listing-Non Published	2	2	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	2	2	\$3.00	60	\$6.00	\$0.00
IP Centrex Complete Seat	9	0	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	9	0	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	6	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	1	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	8	0	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	2	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Call Path	9	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 410 IP Phone Lease	8	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	1	0	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	6	0	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	9	0	\$0.00	60	\$0.00	\$0.00
Bulk DTA Package	0	3	\$0.00	12	\$0.00	\$0.00
Cox Business TV Bulk Starter	0	3	\$4.66	12	\$13.98	\$0.00
Digital Adapter - Bulk Menu	0	3	\$0.00	12	\$0.00	\$0.00
Business TV Bulk Essential	0	3	\$9.99	12	\$29.97	\$0.00
Digital Adapter	0	3	\$5.99	12	\$17.97	\$0.00
IP Centrex Professional Seat	0	9	\$29.99	60	\$269.91	\$0.00
Individual Business Mailbox	0	9	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	0	9	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	0	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	0	9	\$3.00	60	\$27.00	\$0.00
IP Centrex Call Path	0	9	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	0	9	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	0	9	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	0	9	\$0.00	60	\$0.00	\$0.00
Install Fees						
IP Centrex Activation	0	8	\$0.00	0	\$0.00	\$0.00
IP Centrex Handset Test & Turn Up	0	8	\$0.00	0	\$0.00	\$0.00
IP Centrex Handset Pre-Installation	0	8	\$0.00	0	\$0.00	\$0.00

Totals:	\$404.83	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.		

Service Address:4200 Indian Bayou Trl Destin, FL 32541				Phone: Cox Account ID:135-16379401,135-19371301		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Call Detail Reporting	1	1	\$0.00	60	\$0.00	\$0.00
Bulk DTA Package	1	1	\$0.00	12	\$0.00	\$0.00
Cox Business TV Bulk Starter	1	1	\$4.66	12	\$4.66	\$0.00
Business TV Bulk Essential	1	1	\$9.99	12	\$9.99	\$0.00
Digital Adapter	1	1	\$5.99	12	\$5.99	\$0.00
40Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing - Pub Name Only	1	1	\$0.00	60	\$0.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	1	1	\$20.00	60	\$20.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	1	1	\$3.00	60	\$3.00	\$0.00
IP Centrex Complete Seat	6	0	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	6	0	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	6	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	6	0	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	1	1	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	2	2	\$4.99	60	\$9.98	\$0.00
IP Centrex Call Path	6	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 410 IP Phone Lease	3	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	3	0	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	6	0	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	6	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Professional Seat	0	6	\$29.99	60	\$179.94	\$0.00
Individual Business Mailbox	0	6	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	0	6	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	0	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	0	6	\$3.00	60	\$18.00	\$0.00
IP Centrex Call Path	0	6	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	0	6	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	0	6	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	0	6	\$0.00	60	\$0.00	\$0.00
Install Fees						
IP Centrex Activation	0	3	\$0.00	0	\$0.00	\$0.00
IP Handset Staging	0	3	\$0.00	0	\$0.00	\$0.00
IP Centrex Handset Test & Turn Up	0	3	\$0.00	0	\$0.00	\$0.00
IP Centrex Handset Pre-Installation	0	3	\$0.00	0	\$0.00	\$0.00

Totals:	\$251.56	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.		

Service Address:150 Sibert Ave Destin, FL 32541				Phone: Cox Account ID:135-19371001,135-8157802		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Call Detail Reporting	1	1	\$0.00	60	\$0.00	\$0.00
Panasonic TGP 600 Base Lease	1	0	\$0.00	36	\$0.00	\$0.00
3Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	\$0.00
IPC Premium ESBC Lease	1	0	\$0.00	1	\$0.00	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Auto Attendant	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Complete Seat	9	0	\$0.00	36	\$0.00	\$0.00
VoiceManager Unified Messaging	8	0	\$0.00	36	\$0.00	\$0.00
Cox Service Assurance Plan	9	0	\$0.00	36	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	2	0	\$0.00	36	\$0.00	\$0.00
Panasonic TGP 600 Handset Lease	1	0	\$0.00	36	\$0.00	\$0.00
IP Centrex Call Path	9	0	\$0.00	36	\$0.00	\$0.00
Polycom VVX 410 IP Phone Lease	8	0	\$0.00	36	\$0.00	\$0.00
Individual Business Mailbox	9	0	\$0.00	36	\$0.00	\$0.00
Directory Listing-Non Published	9	0	\$0.00	36	\$0.00	\$0.00
Cox Business Unlimited	9	0	\$0.00	36	\$0.00	\$0.00
Cox Business TV	1	0	\$0.00	36	\$0.00	\$0.00
Business TV Essential Service	1	0	\$0.00	36	\$0.00	\$0.00
Regional Sports Surcharge Non-Food Establishment	1	0	\$0.00	36	\$0.00	\$0.00
Digital Adapter	1	0	\$0.00	36	\$0.00	\$0.00
Business TV Starter - Primary Outlet	1	0	\$0.00	36	\$0.00	\$0.00
Cox Business TV DTA - Additional Outlet	1	0	\$0.00	36	\$0.00	\$0.00
Cox Business TV - Additional Outlet(s)	3	0	\$0.00	36	\$0.00	\$0.00
Business TV Essential Service	3	0	\$0.00	36	\$0.00	\$0.00
Regional Sports Surcharge Non-	1	0	\$0.00	36	\$0.00	\$0.00

Food Establishment						
Digital Adapter	3	0	\$0.00	36	\$0.00	\$0.00
Business TV Starter - Primary Outlet	3	0	\$0.00	36	\$0.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	3	3	\$20.00	60	\$60.00	\$0.00
Directory Listing-Non Published	3	3	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	3	3	\$3.00	60	\$9.00	\$0.00
Bulk DTA Package	0	4	\$0.00	12	\$0.00	\$0.00
Cox Business TV Bulk Starter	0	4	\$4.66	12	\$18.64	\$0.00
Business TV Bulk Essential	0	4	\$9.99	12	\$39.96	\$0.00
Digital Adapter	0	4	\$5.99	12	\$23.96	\$0.00
Digital Adapter - Bulk Menu	0	4	\$0.00	12	\$0.00	\$0.00
IP Centrex Professional Seat	0	9	\$29.99	60	\$269.91	\$0.00
Individual Business Mailbox	0	9	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	0	9	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	0	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	0	9	\$3.00	60	\$27.00	\$0.00
IP Centrex Call Path	0	9	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	0	9	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	0	9	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	0	8	\$0.00	60	\$0.00	\$0.00
Poly Rove 30 DECT Handset Lease	0	1	\$3.99	60	\$3.99	\$0.00
Poly Rove B2 DECT Base Lease	0	1	\$3.99	60	\$3.99	\$0.00
Install Fees						

Totals:					\$456.45	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.						

Service Address:3949 Commons Dr W Destin, FL 32541				Phone: Cox Account ID:135-15092201,135-19371101		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Call Detail Reporting	1	1	\$0.00	60	\$0.00	\$0.00
Bulk DTA Package	6	6	\$0.00	12	\$0.00	\$0.00
Cox Business TV Bulk Starter	6	6	\$3.33	12	\$19.98	\$0.00
Digital Adapter - Bulk Menu	6	6	\$0.00	12	\$0.00	\$0.00
Business TV Bulk Essential	6	6	\$6.96	12	\$41.76	\$0.00
Digital Adapter	6	6	\$2.99	12	\$17.94	\$0.00
40Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00

Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing - Pub Name Only	1	1	\$0.00	60	\$0.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	1	1	\$20.00	60	\$20.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	1	1	\$3.00	60	\$3.00	\$0.00
IP Centrex Complete Seat	10	0	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	7	0	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	10	0	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	3	0	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	2	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Call Path	10	0	\$0.00	60	\$0.00	\$0.00
Polycom VVX 410 IP Phone Lease	10	0	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	10	0	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	10	0	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	10	0	\$0.00	60	\$0.00	\$0.00
IP Centrex Professional Seat	0	10	\$29.99	60	\$299.90	\$0.00
Individual Business Mailbox	0	10	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	0	10	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	0	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	0	10	\$3.00	60	\$30.00	\$0.00
IP Centrex Call Path	0	10	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	0	10	\$0.00	60	\$0.00	\$0.00
Cisco Webex Basic for IP Centrex	0	10	\$0.00	60	\$0.00	\$0.00
Polycom VVX 411 IP Phone Lease	0	10	\$0.00	60	\$0.00	\$0.00
Install Fees						

Totals:	\$432.58	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.		

Service Address:4100 Indian Bayou Trl Destin, FL 32541				Phone: Cox Account ID:135-7933502		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Business TV	1	0	\$0.00	60	\$0.00	\$0.00
Business TV Essential Service	1	0	\$0.00	60	\$0.00	\$0.00
Regional Sports Surcharge Non-Food Establishment	1	0	\$0.00	60	\$0.00	\$0.00
Digital Adapter	1	0	\$0.00	60	\$0.00	\$0.00
Business TV Starter - Primary	1	0	\$0.00	60	\$0.00	\$0.00

Outlet						
Cox Business TV DTA - Additional Outlet	1	0	\$0.00	60	\$0.00	\$0.00
Cox Business TV - Additional Outlet(s)	1	0	\$0.00	60	\$0.00	\$0.00
Business TV Essential Service	1	0	\$0.00	60	\$0.00	\$0.00
Digital Adapter	1	0	\$0.00	60	\$0.00	\$0.00
Business TV Starter - Primary Outlet	1	0	\$0.00	60	\$0.00	\$0.00
Bulk DTA Package	0	2	\$0.00	12	\$0.00	\$0.00
Cox Business TV Bulk Starter	0	2	\$4.66	12	\$9.32	\$0.00
Digital Adapter - Bulk Menu	0	2	\$0.00	12	\$0.00	\$0.00
Business TV Bulk Essential	0	2	\$9.99	12	\$19.98	\$0.00
Digital Adapter	0	2	\$5.99	12	\$11.98	\$0.00
Install Fees						

Totals:	\$41.28	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.		

Totals for all Accounts:					\$3744.71	\$99.00
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This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://www.coxbusiness.com/generalterms> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://www.coxbusiness.com/e911> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://www.coxbusiness.com/e911>

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership

of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://www.coxbusiness.com/generalterms>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license



Commercial Services Agreement 11/30/2023

Cox Account Rep:	Carol Knight	Cox System Address
Phone Number:	18503935478	99 Eglin Pkwy NE Suites 21 & 22 Fort Walton Beach, FL 32548
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City Of Destin City Hall	Full Name:	Andy Peters
Street Address:	4200 Indian Bayou Trl	Billing Telephone:	(999) 999-9999
City/State/Zip:	Destin, FL 32541	Fax:	
Billing Address:	4200 Indian Bayou Trl	Contact Number:	
City/State/Zip:	Destin, FL 32541	Email:	apeters@cityofdestin.com
Cox Account #:	135-7513801		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Optical Internet 400 Mbps	1	1	\$1240.00	60	\$1240.00	\$0.00
IP Address Block - /31 (2 IPs)	1	1	\$0.00	60	\$0.00	\$0.00
Install Fees						

Totals:	\$1240.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://www.coxbusiness.com/generalterms> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://www.coxbusiness.com/e911> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

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Cox Account Rep:	Carol Knight	Cox System Address:
Phone Number:	850-393-5478	3405 McLemore Drive
Fax Number:	877-873-7044	Pensacola, FL 32514

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Destin - Buck Destin Park	Full Name:	James Lauria
Street Address:	724 Legion DR	Billing Contact:	8506546060
City/State/Zip:	Destin, Florida 32541	Fax:	
Billing Address:	724 LEGION DR	Contact Number:	850-837-4242 ext 1103
City/State/Zip:	DESTIN, FL 32541	Email Address:	jlauria@cityofdestin.com
Cox Account #:	135-0167218-01, 135-0193714-01		
Merge Bill	Yes		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
IP Centrex Professional Seat	0	1	\$29.99	60	\$29.99	
IP Centrex Flat Rate Line	0	1	\$0.00	60	\$0.00	
3Mb SIP Trunk Group Port	0	1	\$0.00	60	\$0.00	
Cisco Webex Basic for IP Centrex	0	1	\$0.00	60	\$0.00	
Unified Communications - Mobile App	0	1	\$0.00	60	\$0.00	
Unified Communications - Tablet App	0	1	\$0.00	60	\$0.00	
Cox Service Assurance Plan	0	1	\$2.00	60	\$2.00	
Individual Business Mailbox	0	1	\$0.00	60	\$0.00	
VoiceManager Unified Messaging	0	1	\$0.00	60	\$0.00	
Cox Business Unlimited	0	1	\$0.00	60	\$0.00	
Polycom VVX 411 IP Phone Lease	0	1	\$0.00	60	\$0.00	
IP Centrex Call Path	1	1	\$0.00	60	\$0.00	
CBI 50 - 50Mbps x 10Mbps	0	1	\$84.99	60	\$84.99	
Static IP Address	0	1	\$10.00	60	\$10.00	
CBI Gateway	0	1	\$9.99	60	\$9.99	
Net Assurance Service and Equipment	0	1	\$40.00	60	\$40.00	
Cox Business TV	1	1	\$0.00	M-M	\$0.00	
Business TV Starter - Primary Outlet	1	1	\$3.33	M-M	\$3.33	
Business TV Essential Service - Primary Outlet	1	1	\$6.96	M-M	\$6.96	
Regional Sports Surcharge	1	1	\$0.00	M-M	\$0.00	
Digital Adapter	1	1	\$2.99	M-M	\$2.99	
IP Centrex Installation	0	1	\$0.00			\$0.00
IP Centrex Handset Test & Turn Up	0	1	\$0.00			\$0.00
IP Centrex Activation	0	1	\$20.00			\$20.00
Net Assurance Install	0	1	\$99.00			\$99.00
Totals:					\$190.25	\$119.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions**Promotion Details**

- Available to existing Cox Business data subscribers in Cox-wired serviceable locations. Offer includes Cox Business Internet. Price based on 1-5 year agreement. Early termination fees may apply. Standard rates apply thereafter. Prices exclude equipment, installation, construction, inside wiring, taxes, surcharges and other fees, unless indicated. Offer is nontransferable to a new service address. Uninterrupted or error-free Internet service, or the speed of your service, is not guaranteed. Actual speeds vary. Rates and bandwidth options vary and are subject to change. DOCSIS 3.0 modem may be required, unless indicated. See www.cox.com/internetdisclosures for complete Cox Internet Disclosures. Services are not available in all areas. Discounts are not valid in combination with or in addition to other promotions and cannot be applied to any other Cox account. Offer subject to modification or withdrawal at any time without notification. Other restrictions apply. © 2020 Cox Communications Inc. All rights reserved.

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVIDED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Andy Peters, Director of Information Technology
Jamie Dittmer, Human Resources Manager
Krystal Strickland, Finance Director

DATE: 01/22/24

SUBJECT: Approve IT Contract: New Budgeted Timekeeping/Payroll System

I. BACKGROUND: Timekeeping for the City is done as a paper process. This has resulted in difficulty documenting at a level granular enough for efforts like FEMA reimbursement, reporting to grant donors, and internal business analysis. Timekeeping is inherently closely related to Payroll, currently being performed with difficulty by the existing accounting system.

II. DISCUSSION: This contract will establish a Timekeeping system from Vendor UKG, and move Payroll to the same module as the timekeeping system to alleviate those difficulties currently faced by the existing Accounting System. Both are budgeted items.

Staff recommends using the Omnia Cooperative's competitively procured contract with UKG, a new vendor, for Timekeeping and Payroll. Cooperative Purchasing is an option offered by **Florida State Statute 287.057(22)**. This approach, also called Piggybacking, is established to enable government entities like Destin to efficiently use taxpayer resources by collaborating on procurement processes. Cooperatives not only streamlines the procurement timeline but also potentially leverage better pricing and terms due to collective bargaining power.

A. Link to Strategic Goals / Objectives: IT supports all Departments in their efforts toward the Strategic Vision Document:

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- IV. Effective, efficient, and aesthetically pleasing infrastructure
- V. Improve mobility and connectivity
- VI. A green and sustainable environment

B. Effect on Budget (EOB): The City currently pays \$12,350 per year for the payroll and HR module in MUNIS. These modules in MUNIS do not include timekeeping. The

UKG Timekeeping and Payroll service will cost \$14,175 per year and service level will be enhanced. There will also be a \$7,250 One-Time setup fee.

The initial investment will be \$21,425 (\$7,250 setup + \$14,175 annual license).

	DEPT-552025
	department-Ops
	Software &
	Workstations
	<u>\$ 338,307</u>
FY 24 Adopted Budget*	<u>338,307</u>
Previous Expenses/Encumbrances	<u>115,689</u>
Available Program Budget	<u>453,996</u>
Potential Agreement +(-)	<u>(21,425)</u>
FY 24 Remaining Program Budget	<u>\$ 432,571</u>

**FY 24 Adopted Budget includes Budget for Prior Year Encumbrances*

C. Level of Service (LOS): Passing: will improve Timekeeping from current paper processes, and improve processes in Payroll.

Failing: will keep Timekeeping and Payroll Processes the same as the year today.

D. Legislative Sponsor:

III. CONCLUSION: Moving to modern modern timekeeping and more robust payroll system, via UKG through the Omnia Cooperative offers essential IT Improvements City Wide.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to enter into a Contract with UKG for Timekeeping and Payroll services, facilitated by piggybacking on the contract procured by the OMNIA Cooperative, of which the City of Destin is a member.

Attachments:

1. UKG Timekeeping and Payroll



Quote#: Q-199441
Expires: 29 Feb, 2024
Sales Executive: Ian Lesniewski
Effective Date: Effective as of the date of last signature of this Order

ORDER FORM

Order Type: Quote
Date: 27 Dec, 2023

Customer Legal Name:
CITY OF DESTIN

Ship To: CITY OF DESTIN
4200 INDIAN BAYOU TRL
DESTIN, FL 32541-4305 USA

Customer Legal Address:
4200 INDIAN BAYOU TRL, DESTIN, FL 32541-4305 USA

Bill To: CITY OF DESTIN
4200 INDIAN BAYOU TRL
DESTIN, FL 32541-4305 USA

Bill To Contact:

Ship To Contact:

Ship to Phone:
Ship to Mobile:
Contact: Jamie Dittmer
Email: jdittmer@cityofdestin.com

Currency: USD
Customer PO Number:
Solution ID: 6201872
Initial Term: 36 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG READY TIME	125	USD 3.78	USD 472.50
UKG READY ACCRUALS MANAGER	125	USD 0.63	USD 78.75
UKG READY PAYROLL	125	USD 3.78	USD 472.50



Subscription Services	Quantity	PEPM	Monthly Price
UKG READY PAYROLL SERVICES WITH SMARTCHECK	125	USD 1.26	USD 157.50
Total Price			USD 1,181.25

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 7,250.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 1,181.25

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 14,175.00

Item	Total Price
Total One Time Fees	USD 7,250.00

Order Notes:

This order entered into between the Customer and Kronos SaaShr, Inc. (a UKG company) is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221"). The Attachment 1 is included with this Order Form. Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in <https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-scheduleAugust2019> ("Attachment 2").

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF DESTIN		Kronos SaaShr, Inc.	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.			





Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to CITY OF DESTIN (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your Ready SaaS Solution

CITY OF DESTIN and Kronos are deploying the following Ready modules with 1 location(s), 1 EINS and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	125	1	100 Days
UKG READY ACCRUALS MANAGER	125	1	
UKG READY PAYROLL	125	1	
UKG READY PAYROLL SERVICES WITH SMARTCHECK	125	1	

CITY OF DESTIN and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF DESTIN and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization’s specific requirements. Your organization’s participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, CITY OF DESTIN and Kronos will deploy the following core modules and functionality in 100 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

UKG Ready Time

UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:

- Total Cost Centers
- Profiles
 - Timesheet
 - Time Off Request
 - Pay Calculations
 - Pay Prep
 - Security
 - Points
- Tables
 - Rate
 - Holiday
- Manager Levels
- Employee Perspective Scorecards
- Workflows
 - Time Off Requests
 - Timesheet Change Requests
- Schedules
 - Daily Rules
 - Work Schedule Profiles
- Pay Periods
- Counters
- Time Off Categories
- Reports
 - 61 commonly used pre-configured reports are included in the implementation
 - Kronos will configure up to 5 additional custom reports using the standard functionality in the software
- Timekeeping Admin Training

UKG Ready Accruals Manager

UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:

- Consistent enforcement of policy
- Configurable calculation methods & grants
- Time-Off routing & approval workflow (requires UKG Ready Time)
- Time-Off requests at data collection devices
- Automatic updates to schedule & timecard (requires UKG Ready Time)
- Visibility to projected balances
- Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll)
- View time-off calendars for groups
- Mobile access
- One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format
- Configure accruals profiles and assign to employees

Please note that UKG Ready Accruals Manager requires UKG Ready Time.	
UKG Ready Payroll	UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed for tax filing (if using a provider other than UKG Ready Payroll Services) through: • Pay Period Profiles • Up to two Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • All Payroll Configurations Include: • Standard Dashboard Widgets • Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Administrative Training Please note: If UKG Ready Payroll Services module has been purchased, see UKG Ready Payroll Services deliverables in this document. If UKG Ready Payroll Services module has not been purchased, Kronos will configure tax filing options for one of the following vendors – BSI, ADP, Ceridian.
UKG Ready Payroll Services	UKG Ready Payroll Services deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through: • Election of services • Confirmation of Funding method • Testing of Funding bank account • Tax Account ID, Frequency & Rate* • Balancing Current Year Payroll Tax Payments • Collection of Power of Attorney forms for all jurisdictions • Delivery policy configuration • Shipping account authorization and configuration • Confirmation Multi-state new hire registration (if applicable) • Master Vendor maintenance • Payroll Processing Notifications • Tax Code configuration verification reporting • UKG Ready Payroll Services New administrator training <i>*Services can only be provided for tax accounts with valid Tax ID provided</i>

Please note: It is the responsibility of the customer to provide all requested information including year-to-date payroll and tax payment information, valid tax account ID's for all active tax jurisdictions and requested Power-of-attorney forms.

Administrator and Super User Training

Included in each Customer's software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
Administrator and Super User Training	Each Customer will have access to: • Learning Center, Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: • Interactive self-paced, on-demand modules • "How to" videos and snippets • Printable job aids • Recommended learning plan(s) aligned to each user's roles within Ready • Online, public instructor-led class(es) • "Train the Trainer" enablement and materials • Editable templates and tools to be leveraged by the administrators to deliver manager and employee training • Manager and employee-focused job aids for common tasks within Ready
Change Management and User Adoption Training	Each Customer will have access to: • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
 - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
 - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request.

- Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
 - Completing all required, Kronos supplied templates used to complete the Discovery process
 - Physical installation and/or mounting of all time clocks associated with this project.
 - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations
 - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
 - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
 - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
 - Providing all required data imports in the approved Kronos format
 - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team.

Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

Attachment 1
Covered Entities

Company Name	FEIN	Address	City	State	Zip

COBB COUNTY, GA

Contract #18221

for

Workforce Management Systems and Related Products,

Services and Solutions

with

Kronos SaaShr, Inc.

Effective: March 18, 2019

The following documents comprise the executed contract between the Cobb County, GA, Kronos SaaS, Inc., effective March 18, 2019:

- I. Vendor Master Agreement Reference No. 18221 and Signature Form
- II. Kronos SaaS, Inc. Terms and Conditions for Participating Public Agencies

Reference Number	
Reference Depart.	Purchasing Department

Reference No. 18221

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Kronos SaaS, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Description: **WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #18-6390 ("the RFP") and the Contractor's Proposal submitted September 27, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a firm acceptable to the Owner as specified in the Request for Proposals.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE: Contractor agrees to enter into the U.S. Communities Administration Agreement that is included in the RFP and the memorandum of understanding with U.S. Communities ("Administration Agreement"). Any Public Agency, as defined in the Administration Agreement, may purchase Products and Services at the prices indicated in the Contractor's Proposal upon prior registration with U.S. Communities, and in accordance with the terms of the Administration Agreement.

Terms: **March 18, 2019 to March 17, 2022** with full renewal options per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Orders executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-13. The products and services which are subject to this Master Agreement are also covered by the applicable Contractor commercial service or maintenance terms and conditions incorporated as Appendix A. The term of the Commercial service or maintenance terms and conditions shall be governed by that applicable order and may extend beyond the expiration date of this Master Agreement. In the event of conflicting language between the Terms and Conditions of the Master Agreement, including the RFP, and the terms and conditions contained in Appendix A, the Master Agreement shall prevail.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

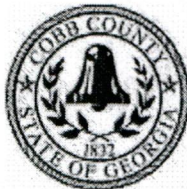
Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

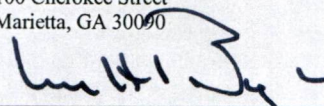
APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

2-12-2019



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30060

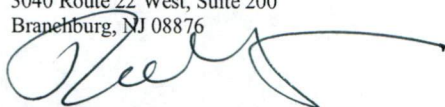

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

3-5-2019

Date



Kronos SaaS, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876


Authorized Signature

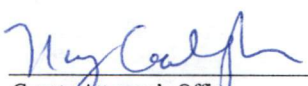
Title

President
Date

FEDERAL TAX ID NUMBER

45-0474844

Approved as to form


County Attorney's Office

3/4/19
Date

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS SAASHR INC., AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.

SECTION B: [KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Ready transactions.

SECTION C: [PAYROLL PROCESSING SERVICES](#). This Section applies to the Workforce Payroll Services.

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by Kronos SaaS Inc. ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:

- (i) Section B shall apply to the Workforce Ready SaaS Orders; and
- (ii) Section C shall apply to Workforce Payroll Services.

All orders are subject to the approval of Kronos' corporate office in Lowell, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement, in accordance with the Kronos Travel and Expenses Policies as such mutually agreed policies or as mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

- (a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute;

changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos SaaS Inc., 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section B shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Equipment delivered prior to the effective date of termination. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or Section B.4 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

- (c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;
- (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
- (e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.5 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not sublicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any

associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

8. Customer content

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 Except as specifically provided in this Agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the Services or by any errors, delays, interruptions in transmission, or failures of the Services.

14.2 except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' Suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the services in the Twelve (12) month period immediately preceding the date in which such claim arises.

14.3 Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries,

misdeliveries or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage. **14.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

SECTION C

PAYROLL PROCESSING TERMS AND CONDITIONS

This Payroll Processing terms and condition Section C, and all included exhibits, schedules, attachments or other addenda (the “Section C”) is made part of the Kronos Workforce Ready Software-as-a-Service WFR Terms outlined in Section A and B (the “WFR Terms”) and governs the provision of the Workforce Payroll Services (the “Payroll Services”) Kronos to Customer.

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the “WFR Platform”). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the “Covered Entities”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Section C. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Section C are defined in the WFR Terms.

GENERAL TERMS AND CONDITIONS

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the WFR Terms and this Section C, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll, Tax and Treasury Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and Kronos SaaS set forth throughout this Agreement. Kronos SaaS’s standard descriptions for certain miscellaneous services, such as W2/1099 filing fees, fees for tax accounts with an “applied for” status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, and preparing/filing of amended returns, is described in the Payroll Services Additional Items attached as Attachment 2 (“Payroll Services Additional Items”) and the responsibilities of Customer and Kronos set forth throughout this Section C.
- b. Customer will submit the payroll information to Kronos in the format and including the information specified by Kronos from time to time not less than two (2) Business Days prior to Customer’s scheduled check date. “Business Day” means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association (“NACHA”) operating rules (“Applicable Law(s)”. The deadline for Customer’s submission of payroll is determined by the time zone in which the processing occurs, as follows.

On the date Customer's payroll is scheduled to be submitted, if Customer payroll processing emanates from the Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time; if Client payroll processing emanates from the Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date. If Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. Late submission by Customer may result in delayed processing of banking and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall be responsible and liable for any claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit/ACH Payroll Services (if available), Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. Customer agrees to be bound by the then-current NACHA operating rules. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

- c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via draw down wire transfer to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "Customer Account") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "Payroll Services Accounts") not less than two (2) Business Days prior to Customer's scheduled check date of the applicable payroll under this Section C, which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("EFT") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Section C, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues ("NSF")). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).
- e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

- a. Check Printing and Fulfillment Services. - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same

to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks.

- b. ACH Child Support Processing - means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable state child support agencies.
- c. W2 Filing - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- d. 1099 Filing- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for APS to timely fulfill its obligations.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section C.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the WFR Terms. Kronos will invoice the Fees for a particular item or Payroll Service on the Billing Frequency and in accordance with the payment terms and processes indicated on the applicable Order Form and in the WFR Terms and this Section C. Customer agrees payment for the Fees will be made by direct debit facility to be established by Kronos, and that Customer will complete all necessary and reasonable forms and documents to establish such direct debit payments. Should Customer cancel direct debit payments during the Term, Kronos reserves the right to suspend the Payroll Services without notice and to terminate the WFR Terms if not reinstated within ten (10) business days of Kronos' written notice to Customer. The Fees set forth in Attachment 2 are subject to change after the Initial Term (as defined in the WFR Terms) upon thirty (30) days written notice from Kronos to Customer.

Article 3. Customer Content

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Section C, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Section C, each party's use and disclosure of tax

return information pursuant to or in connection with this Section C shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Section C and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Section C and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations two (2) Business Days prior to the applicable check date. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Section C upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations via Draw Down Wire Except as noted below, all monies caused to be transferred by Kronos on behalf of Customer will be funded via a draw down wire ("Draw Down Wire") initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any WFR Terms necessary to allow Kronos to cause the initiation of Draw Down Wires to Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of a Draw Down Wire, then Customer's payroll and related services

will be delayed or suspended. Customer shall be solely responsible and liable for properly funding its account and ensuring Kronos can effect a Draw Down Wire. For quarter end and year end reconciliation purposes only, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as an exception. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and except to the extent arising from Kronos' gross negligence or willful misconduct, Customer is responsible for any claim made in relation with exception processing.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Draw Down Wire request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. All payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing Customer hereby authorized Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of a test Draw Down Wire transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s), which shall be tested as described in this Section 4.4.4.

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire drawdown requests and standard ACH transfers received from Kronos and/or

its agent, (b) promptly notify Kronos of any discrepancies between drawdown amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Section C, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Section C with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than three (3) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Section C. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Section C by Customer.

4.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Section C, and the WFR Terms, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos

is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

Article 5. Warranty

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Section C and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Section C). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the WFR Terms. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 Kronos is acting as an independent contractor of Customer under this Section C. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Section C shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks

and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable with the third party used for specifically for the delivery of services for which Customer is ordering the services.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Section C.

Article 7. Effects of Termination

7.1 If this Section C is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the WFR Terms, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this WFR Terms.

Article 8. Customer Responsibility

8.1 Customer is solely responsible for: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any WFR Terms, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. This Section 8.1 shall survive the termination of this Section C.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Section C. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may

retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION C AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS SECTION C, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS SECTION C. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

ATTACHMENT 1

COVERED ENTITIES

Company Name	FEIN	Address	City	State	Zip

ATTACHMENT 2: PAYROLL SERVICES ADDITIONAL ITEMS

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred and the pricing detail and information are outline in the pricing information.

1. W-2/1099 Filings Price is per filing
This fee covers the creation and submission of the electronic files for W2s at the federal and state level. There is no additional fee for printing W2 forms. This fee will apply to all records filed with the SSA each calendar year.
2. NSF Fee the Price is on per
transaction basis
If client utilizes the ACH Funding Method and fails to have the required funds in their designated account as required by and provided in the Agreement, causing Kronos to be issued a notice of Non-Sufficient Funds, Kronos, in addition to all its rights under the Agreement, will also charge Client an NSF Fee for each applicable transaction.
3. Fed Wire Fee Price is per wire
4. State Wire Fee Price is per wire
If a client submits payroll that requires federal and/or state taxes to be deposited the same or next day, an additional charge of \$82.50 for federal and \$82.50 for state will be incurred. This would typically only occur if the client has submitted or funded their account late and order to avoid tax penalties Kronos must cause the issuances of a wire for the payment to the tax agency.
5. "Applied For" Status of Tax Jurisdictions Price is /month
per account
When a company begins to withhold taxes for their employees in a new state/jurisdiction the company has to apply to that jurisdiction for a tax filing ID number. They are allowed to file tax returns under an "applied for" status until they get their official tax id number. In the application on each of the tax codes, there is a box that can be checked called "Applied For Status" and the actual ID number field is left blank. Kronos will file returns under "Applied For" status but they charge a fee of \$38.50/month until a tax ID number is obtained, because a lot of the work is manual and requires additional effort.
6. ACH Returns/ Notice of Change - 1st/EE account
7. ACH Returns/ Notice of Change - 2nd if on same EE account
8. ACH Returns/ Notice of Change – Additional occurrence if on same EE account
This fee is charged when either an employee's direct deposit account number has been rejected by the bank and the funds cannot be applied to the account (ACH Return), or when there has been a change to the employee's direct deposit routing number or account number that was not updated in the system and the bank has to manually change the information to apply the funds (Notice of Change – NOC). In either case, KRONOS will charge a fee of \$11.00 the first time it occurs for each specific employee direct deposit. If the client doesn't fix the account before the next payroll, and an additional notice from the bank is received, KRONOS will charge an additional \$55.00. Thereafter KRONOS will charge an additional \$82.50 for each notice received on the same employee account.
9. Off Cycle Payrolls
Every scheduled payroll is included in the PEPM charge of \$1.55. This would include the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled

bonus payroll (done each quarter, etc.). Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or “one off” payroll runs. This fee does not apply to manual checks issued by the client.

10. Spilt Distributions Price per split
Pay Statements/Direct Deposit Vouchers can be delivered overnight to different locations for each EIN for no additional cost. The Split Distribution fees covers the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same EIN. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process.
11. Amended Returns Price per amendment
Filing all applicable payroll federal/state/local tax returns as indicated in this WFR Terms is included in the base PEPM fee of \$1.55. When adjustments are made to prior period payroll transactions that require Payroll Services to create a modified or “corrected” tax return to be filed with the taxing authorities, a fee of \$137.50 will be incurred.
12. Mailing Individual Checks Price per document
The preferred method of delivery is for each client to have their checks/direct deposit vouchers, W2s and 1099s to be delivered using the client’s FedEx account to central location(s). If the client wants to have the employee’s pay checks, direct deposit vouchers, W2s and/or 1099 statements delivered directly to their home address, this fee (\$0.75) will apply to each form mailed through the USPS and is in addition to the applicable posted fees. KRONOS will guarantee that W2s/1099s will be mailed by January 28th of each year but cannot guarantee that delivery to the employee will occur by January 31st of each year.
13. 1095C Printing Price per form printed
Client’s may request that KRONOS print their 1095C forms at the end of the calendar year. This will require an annual election and clients will be charged the fee above. Forms are only printed on pressure seal stock and shipped to the client for distribution to employees. Clients may also print the forms themselves directly from the Kronos system.
14. Payroll Rollback—after Payroll Submission Date Price per request
Request initiated by client to rollback a payroll after a payroll submission deadline—each request.
15. Reopen Quarter End or Year End Price per request
Request initiated by client to reopen a QTR End or YR End—each request.
16. QTR Filing – Inactive EIN’s Price per return each quarter.
If the client closes a business during the year and wants W-2’s and year end processing completed this fee will apply. The \$137.50 fee is for each quarter and each return filed with zero returns.
17. Quarter Closing Late Fee Price per day/per EIN
The client closes quarter after the contracted deadline.

- | | |
|--|-------------------|
| 18. Year End Closing Late Fee
EIN | Price per day/per |
| The client closes year end after the contracted deadline. | |
| 19. Reprint of W2 or 1099
reprinted | Price per form |
| Client requests reprinting of a W2 or 1099. | |
| 20. W-2 Combined Reporting Print Service —
Base Fee + an additional fee per Form | Price is based on |
| Combined W2 forms as may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. IF so elected at the end of each calendar year, KRONOS will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in WFR Employee Self Service but will be provided to client in a separate file. | |



UKG Ready Payroll Services

Miscellaneous Pricing Schedule

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred for UKG Ready Payroll Services. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred.

1. W-2/1099 Printing	\$2.95 per form
Clients may elect to have UKG print W2 forms for employees who have not elected to receive an electronic copy. Forms will be printed on pressure seal forms and bulk shipped to the client for distribution or mailed directly to employees (see #9 below). Client may print W2 forms directly from the UKG system for no additional fee.	
2. NSF Fee	\$200.00 per transaction
If the ACH Funding Method is initiated for a transaction and the transaction fails because the client does not have the required funds in their designated account or have not set-up the proper authorization with their bank as required by and provided in the Agreement, causing UKG to be issued a notice of Non-Sufficient Funds or similar notification that the transaction could not be processed, UKG in addition to all its rights under the Agreement, will also charge Client an NSF Fee for each applicable transaction.	

3. Applied For Status of Tax Jurisdictions	\$38.50/month per account
When a company begins to withhold taxes for their employees in a new jurisdiction the company must apply to that jurisdiction for a tax filing ID number. A tax code is in an "Applied for" Status if the "Applied for" box on the tax code is checked within the platform or if the tax code ID number is left blank. Where accepted by the applicable jurisdiction, UKG will remit taxes and file returns but will charge a fee of \$38.50/month for each active tax code until a tax ID number is obtained due to the manual work associated with filing for Applied For accounts.	
4. Stop Payment Fee	\$20.00 per check
For clients who have purchased UKG Ready Payroll Services with UKG Smart Check, if a check issued on a UKG Ready Payroll Services Account as defined in the Agreement, must have a stop payment placed on it with the bank, this fee will apply.	
5. ACH Returns/Notice of Change	
2nd notice if on same receiving bank account	\$55.00
Additional notice if on same receiving bank account	\$82.50 each occurrence
This fee is charged when either an ACH transaction is rejected by the bank (ACH Return), or when there has been a change to an employee's direct deposit routing number or account number that was not updated in the system and the bank must manually change the information to process the transaction (Notice of Change – NOC). In either case, UKG will notify the client of the return / notice received. If the information is corrected no fees will apply. If the client doesn't fix the account before the next payroll, and an additional notice from the bank is received, UKG will charge a fee of \$55.00. Thereafter UKG will charge an additional \$82.50 for each notice received on the same account. These fees apply to all transactions processed with the bank regardless of whether any funds are returned.	
6. Off Cycle Payrolls	\$55.00 per payroll
Every scheduled payroll is included in the per employee per month fee. This includes the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled bonus payroll (done each quarter, etc.) if it is included in the payroll schedule within the platform. Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled	



payroll processing. This fee applies only to those off-cycle or "one off" payroll runs. Clients may choose to issue manual checks rather than run an off-cycle payroll in which case this fee would not apply.

7. Split Distributions

\$5.50 per split

For each individual payroll processed within the platform, printed pay statements and vouchers will be shipped to ONE designated location for no additional fee (shipping fees will be charged by provider directly to client). Clients may configure the platform to have printed pay statements and vouchers print by Cost Center and have each Cost Center ship to a different location. The Split Distribution fees cover the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same processed payroll. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process. Split distribution is only available for pay statements and vouchers.

8. Amended Returns

\$137.50 per amendment

Filing all applicable payroll federal/state/local tax returns as indicated in this Agreement is included in the per employee per month fee. When adjustments are made to prior period payroll transactions that require UKG Ready Payroll Services to create a modified or "corrected" tax return to be filed with the taxing authorities, a fee of \$137.50 will be incurred per amended return.

9. Mailing Individuals Checks

\$0.75 per document

The preferred method of delivery is for each client to have all documents delivered using the client's shipping account. If the client wants to have the employee's pay checks, direct deposit vouchers, W2s, 1099 forms and/or 1095C statements delivered directly to the employee's home address, this fee will apply to each form mailed through the USPS and includes the applicable postage fees. This fee may be adjusted by the amount of any increase in standard postage by the United States Postal Service. UKG will guarantee that W2s/1099s will be mailed by January 28th of each year but cannot guarantee that delivery to the employee will occur by January 31st of each year.

10. 1095C Printing

\$2.95 per form printed

Clients may request that UKG print their 1095C forms at the end of the calendar year. Forms are printed on pressure seal stock and either shipped to the client for distribution to employees or mailed directly to the employee's home address if so elected by Client



(reference #9 above). Clients may also print the forms themselves directly from the UKG system for no additional fee.

11. Payroll Rollback – after Payroll Submission
\$275.00 per request

A request from the client to rollback a finalized payroll prior to funding initiation. If the client has submitted a payroll but the payroll is not yet finalized by UKG, the client can re-open the payroll without charge.

12. Reopen Quarter End or Year End
\$550.00 per request

Request initiated by client to reopen a previously closed quarter or tax year, in order to process corrections.

13. QTR Filing – Inactive EIN's
\$137.50 per quarter

If the client has no wages in a Covered Entity but has not notified UKG to stop filing for the Covered Entity, or closes a Covered Entity but and requests that UKG file zero returns for a quarter, this fee will apply. The \$137.50 fee is for each quarter filed with zero returns.

14. Quarter Closing Late Fee
\$225.00 per day per EIN

The client does not complete the quarterly closing and sign-off process by the established and communicated deadline.

15. Year End Closing Late Fee
\$225.00 per day per EIN

The client does not complete the year-end closing and sign-off process by the established and communicated deadline.

16. Reprint of W2 or 1099
\$11.00 per form reprinted

Client requests reprinting of a W2 or 1099 on pressure seal paper stock. Client can print reprints directly from the UKG system for no additional fee.

17. W-2C Services
\$35 Base Fee + \$5.00 Per Form

Clients whose W-2s were processed and filed by UKG, may request a corrected form W-2 for an employee (W-2C). UKG will work with the client to process any applicable Year End Correction payrolls, generate the W-2C(s), and file the corrected form(s) with the Social Security Administration (SSA). Upon request, UKG will also file any necessary amended returns as a result of the W-2 correction (see item above Amended Returns). Clients may



also create and file W-2Cs themselves directly through the SSA site for no additional fee. This service is only available for tax year 2019 and forward.

18. Fed / State Wire Fee**\$82.50 per wire**

If UKG must send a direct wire for client tax payments, rather than standard EFTPS tax payment, a fee of \$82.50 for federal and \$82.50 for each applicable state will be incurred. This would typically only occur if the client has submitted or funded their account late, such that in order to avoid tax penalties, UKG must cause the issuances of a wire for the payment to the tax agency.

19. W-2 Combined Reporting Print Service**\$550 Base Fee + \$2.95 per form**

Combined W2 forms may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. If so elected at the end of each calendar year, UKG will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in Employee Self Service but will be provided to client in a separate file. The W2 forms will be filed with the applicable agencies. W2-C services are not available for the W-2 forms provided under this offering.



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Rey Bailey, City Clerk

DATE: January 17, 2024

SUBJECT: Motion to rescind the prior Council directive to terminate Mr. Isaac Birch's membership on the City's Parks and Recreation Committee.

I. BACKGROUND: At the January 8, 2024, regular City Council meeting, the City Council passed a Motion to Consider Rescission of its prior directive to staff to terminate Mr. Isaac Birch's membership on the City's Parks and Recreation Committee.

II. DISCUSSION: At the January 8, 2024, regular City Council meeting, the City Council did pass a Motion to Consider Rescission of its prior directive to terminate Mr. Isaac Birch's membership on the Parks and Recreation Committee. At this meeting, the Council considers the Motion to Rescind that action, which passes only with the affirmative vote of a majority of the full membership of the Council (at least 4 votes in favor of Motion to Rescind). If the Motion to Rescind passes, then Mr. Isaac Birch will remain a member of the City's Parks and Recreation Committee.

Mr. Birch desires to remain on the Committee. Council Member Geile nominated Mr. Birch, and also desires for him to remain on the Committee.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Council Member Geile

III. CONCLUSION: Council Member Geile desires that his appointee, Mr. Isaac Birch, remain on the Parks and Recreation Committee, and supports the Motion to Rescind.

IV. RECOMMENDED MOTION: I move to rescind a prior council direction to terminate Mr. Isaac Birch's membership on the city's Parks and Recreation Committee.

Attachments:

None

**REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 8, 2024
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Terésa Hebert
Councilmember Matthew Sweetser (Remote)

Councilmember Kevin Schmidt
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Johnny King

Destin City Staff

Interim City Manager Louis Zunguze
City Engineer Ryan Scott
Code Compliance Director Troy Williams
Public Information Director Tamara Young
Grants/Projects Manager Jeffrey Cozadd
Finance Director Krystal Strickland
City Attorney Kimberly Kopp

City Clerk Rey Bailey
Public Works Director Michael Burgess
HR Director Jaime Dittmer
IT Director Andy Peters
Building Official Noell Bell
Parks/Rec Director Lisa Firth

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. The mayor called for a moment of silence, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the agenda passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was a remote participant and did not vote).

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS

- A. Recognition of the 2023 10U Softball All-Stars and Recognition of the 2023 12U Baseball All-Stars

The mayor announced that this item has been rescheduled to January 22nd council meeting.

- B. 2023 Holiday Decorating Contest Winners

The mayor announced that this item has been rescheduled to January 22nd council meeting.

- C. Permitting Process – Presentation

According to Councilmember Geile, there have been complaints that the City of Destin is one of the most difficult and time consuming to get a permit. He has discussed this matter with several other contractors that disagree with that assessment, and one of them referred him to Panhandle Permitting. They apply for every type of permit throughout the Florida Panhandle and they will explain that Destin is not even close to being one of the most difficult.

Ms. Julie Shepard of Panhandle Permitting stated that her firm specializes in expediting the building permit process. They pull permits from Escambia County to Bay County. She noted that most municipalities, including the City of Destin, basically follow the state's standard permitting procedure. They have heard similar complaints from different municipalities, mostly from individuals that do not have knowledge of the permitting process. There are also complaints from out-of-state contractors and unlicensed contractors that are not familiar with the state's standard permitting process. There are those that come from other states that do not require permits and they get frustrated when things do not meet their expectations and do not receive their permits fast enough.

She added that the City of Destin's permitting process is no more difficult, and maybe even easier, than those of other municipalities; and that based on their experience, the City of Destin staff are quite professional and helpful to their customers.

2. PUBLIC COMMENTS

3. CONSENT AGENDA

- A. 2024 Ford F-150 Super Cab 4x4 for Code Compliance Department, authorization to Issue a Purchase Order
- B. 2024 Ford Maverick XL AWD Crew Cab, Renewal and Replacement Program, authorization to issue Purchase Orders
- C. Miscellaneous Mechanical Services, authorization to execute a 3-year noncontract.
- D. Milling, Resurfacing, and Restriping of Calhoun Ave (US98 to Cross St) plus Zerbe Street from Calhoun to Stahlman
- E. Budget Amendment - Adjustment for Prior Year Encumbrances Rolled Forward
- F. Resolution 24-01 Financial Institution Signature Authority
- G. Approval of minutes of November 6, 2023, Regular City Council Meeting
- H. Approval of minutes of October 16, 2023, Regular City Council Meeting
- I. Volunteer Committee/Board Attendance Report
- J. Draft Minutes of Standing Committee/Board Meetings

Motion by Councilmember Hebert, seconded by Councilmember Schmidt, to approve Consent Agenda items 3A through 3J, as printed above, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

4. CITY MANAGER REPORTS

- A. Interim City Manager Contract

The City Attorney briefly discussed the contents of the proposed contract for Mr. Louis Zunguze as both Interim City Manager and Community Development Director.

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to approve the proposed Interim City Manager Contract, effective January 2, 2024, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

B. Options for Median Maintenance and Proposed Extension of ZIIC Continuing Services Contract

Public Works Director Michael Burgess discussed the following proposed options for the city council:

1. Authorize the City Manager to execute a 6-month contract extension with ZIIC Outdoors, from January 1 thru June 30, 2024, and for the City Manager to advertise an RFB for these services as soon as possible; and to bring back a recommendation and budget information by May of 2024.
2. Authorize the City Manager to execute a 6-month contract extension with ZIIC Outdoors from, January 1 thru June 30, 2024, and for the City Manager to bring back budget information and a recommendation by May of 2024 on how to secure the necessary equipment and personnel to begin performing these services in-house.

Councilmember Schmidt moved to authorize the City Manager to execute a 6-month contract extension with ZIIC Outdoors, from January 1, 2024 through, June 30, 2024, and direct the City Manager to advertise an RFB for these services, and to bring back a recommendation on in-house services by May 2024; seconded by Councilmember Hebert.

Councilmember Bagby disagrees with the 6-month extension, arguing that it will leave the city without a contractor for a long period of time; and that it will end in June which is right the middle of the growing season and the busiest part of the season.

Councilmember Bagby offered a substitute motion to authorize the City Manager to execute a 12-month contract extension with ZIIC Outdoors, from January 1, 2024 through, December 31, 2024, and to direct the City Manager to bring back a draft RFP for these services as well as to bring back budget information on performing these services in-house by the middle of the summer; seconded by Councilmember Destin.

Following additional discussions, Councilmember Bagby offered an amended motion to authorize the City Manager to execute a 9-month contract extension with ZIIC Outdoors, from January 1, 2024 through, September 30, 2024, and to direct the City Manager to bring back a draft RFP for this services as well as to bring back budget information on performing these services in-house by the middle of the summer. Amended motion was seconded by Councilmember Destin and passes 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

C. Motion to Consider Rescission of the Prior Council Directive on FPL Undergrounding Contractor

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to consider rescission of the prior council directive to negotiate a contract with ADS and have a motion to rescind this action considered at the next council meeting on January 22, 2024, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

- D. Operations Financial Report - Informational Only
- E. Capital Project Status - Informational Only

Councilmember Bagby recommends incorporating this monthly report on capital project status with Councilmember Geile’s project status/updates.

- F. TDC Monthly Report - Informational Only

Councilmember Schmidt stated for the record that the TDC Monthly Report showed that the City of Destin brought in gross revenues totaling nearly \$74 million to the county by the end of calendar year 2023. The tax due on that amount was \$4.4 million out of the total of \$7.55 million.

- G. Announcements

1. Code Compliance Department will host a Short-Term Rental Property Management/Manager Collaboration meeting on Thursday, January 11th, at 1:00 pm, in the Annex Council Chamber.

2. Friday, January 19th, is Florida Arbor Day Celebration. The city will be donating and planting a Red Buckeye Tree at 10 AM at Leonard Destin Park in honor of that event.

3. City facilities will be closed on Monday, January 15th, in honor of the Martin Luther King Holiday.

4. The next regular city council meeting is scheduled for Monday, January 22nd.

5. Vulnerability Assessment Outreach is scheduled for Wednesday, January 24th, at 6:00 PM, in the Annex Council Chamber. The public is invited to attend.

6. City staff is proposing to hold this year’s visioning session on Thursday, February 29th, from 8 am to noon.

7. Enough toys were collected during the Christmas Parade. These toys were distributed to 40 families and over 120 children in the Destin area over the Christmas Holiday.

8. The prioritization list for the city’s mobility projects was provided to the council last month for their review. Individual briefing with the council will occur in February.

5. PUBLIC HEARINGS

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

- A. Councilmember Sweetser
- B. Councilmember Geile

- 1. Projects Status Updates

City staff provided an update to the following projects:

- Harbor Dredging – The city has received preliminary estimates as to the number of cubic yards to be dredged. The city is in the process of trying to obtain the costs associated with those numbers and will provide that information to the city council for directions.
- Pickleball Courts – 30% design is going before the Parks and Recreation and Public Works/Safety Committees for their review and comments.
- Four-Pronged Lake – Activity to commence on January 22nd.

2. Motion to consider rescission of the prior action by the city to terminate an Individual's membership on the City's Parks and Recreation Committee.

Motion by Councilmember Geile, seconded by Councilmember King, to consider rescission of the prior council directive to terminate Mr. Isaac Birch's membership on the city's Parks and Recreation Committee and a motion to rescind this action to be considered at the next council meeting on January 22, 2024, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

Motion by Councilmember Geile, seconded by Councilmember Hebert, to reinstate Mr. Isaac Birch's membership to the city's Parks and Recreation Committee passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

- C. Councilmember Destin
- D. Councilmember Bagby

Councilmember Bagby moved for the council to approve the following individuals for initial memberships to the Parks Foundation Board:

- **Parker Destin**
- **Jay Howard**
- **Sandy Trammell**
- **Michelle Buhr**
- **Chatham Morgan**
- **Lance Johnson**

Motion was seconded by Councilmember Hebert.

Councilmember Bagby explained that the Parks Foundation Board is not a direct support organization of the city, and not in any way part of the city or the city's committee structure. The city has agreed to work closely with this board and expects the board to eventually work closely with the city to raise money, conduct programs, or seek donations of lands that could then be improved upon by the city, or possibly donated to the city based on the board's decision.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt

1. Visioning Session – Discussion

Councilmember Schmidt stated that his goal is to have a proactive approach in planning for the visioning session and not limit themselves to just the morning of February 29th to conduct this session. He would like staff to plan for a visioning session that would allow each member of the city council to provide their vision for the city and enough time to discuss them however long it takes. He is looking forward to a very productive session.

Councilmember Bagby agreed with being proactive in planning for the visioning session. He expressed that the city has a process in place that works as long as they follow it. There is no need to revise their long-term strategic plan every year unless there is an emergency that requires them to revisit the plan. He continued that the city conducts a citizen survey one year, and then a staff survey the following year, and holds an election during even-numbered years. They have a process where they integrate all these elements in planning for the visioning session.

H. Mayor Wagner

I. City Attorney

1. Draft City Manager Job Description and Recommended Salary Range

Motion by Councilmember Destin, seconded by Councilmember Bagby, to approve the City Manager Job Description and Recommended Total Compensation package, and authorize the Human Resources Director to post the position passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

2. Resolution 24-02: Establishment of City Manager Selection Committee

The City Attorney explained that the resolution deals specifically with establishment of the citizens search committee and proposed city manager hiring process. Staff recommends that the city council establishes the Citizen Selection Committee whose sole purpose is to assist the city council in screening a city manager for potential employment by the City of Destin as further set forth in the resolution. As proposed, the city council will consider the recommendations of the committee in making its decision to hire a city manager. However, the city council retains the right, in its sole and absolute discretion, to reject all applicants or to select a city manager for employment by the City of Destin that was not recommended by the committee and shall not be bound by the recommendations of the committee. The committee will be made up of 7 members. Each council member may make one appointment to the committee.

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to adopt Resolution 24-02 passed 6-0(Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to appoint Jason Belcher, Councilmember Sweetser’s nominee to the City Manager Citizen Selection Committee, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

Motion by Councilmember Geile, seconded by Councilmember Schmidt, to appoint John Stephens to the City Manager Citizen Selection Committee passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

Motion by Councilmember Destin, seconded by Councilmember Geile, to appoint Chatham Morgan to the City Manager Citizen Selection Committee passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to appoint Todd Buhr to the City Manager Citizen Selection Committee passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

Motion by Councilmember Hebert, seconded by Councilmember King, to appoint Ken Wampler to the City Manager Citizen Selection Committee passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

Motion by Councilmember King, seconded by Councilmember Hebert, to appoint Lockwood Wernet to the City Manager Citizen Selection Committee passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

Motion by Councilmember Schmidt, seconded by Councilmember King, to appoint Seattle Alderman to the City Manager Citizen Selection Committee passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:05 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 27, 2023
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Jim Bagby
Councilmember Johnny King

Councilmember Terésa Hebert
Councilmember Dewey Destin
Councilmember Kevin Schmidt
Councilmember Matthew Sweetser

Destin City Staff

City Manager Lance Johnson
IT Director Andy Peters
Grants/Projects Manager Jeffrey Cozadd
Finance Director Krystal Strickland
City Attorney Kimberly Kopp

City Clerk Rey Bailey
Public Works Director Michael Burgess
HR Director Jaime Dittmer
Public Information Manager Tamara Young

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

1. PROCLAMATION

A. Saving Lives Through Early Kidney Screenings

The mayor read the proclamation designating the month of November 2023 as *Saving Lives Through Early Kidney Screenings* in Destin; and then presented it to Ms. Amber Irons who accepted the proclamation on behalf of kidney health advocacy groups.

2. PUBLIC COMMENTS

Three citizens made public comments regarding potentially adding stop signs at the intersection of Spring Lake Road and Kelly Street to address speeding issues in that neighborhood. Opinions differed whether additional stop signs would improve safety and traffic issues or if other measures were needed.

Ms. Tara Wixom, a Destin resident, spoke about speeding issues on Kelly Street endangering pedestrians and children walking to school. She stated that Kelly Street is zoned residential. It contains their only elementary school, and it joins many other neighborhoods in the community. Children and families flood the extra wide sidewalks every morning and afternoon as they go to and from school. They are constantly trying to avoid cars going in excess

of 50 mph. She stated that additional stop signs could slow traffic, increase safety, and avoid catastrophic accidents.

Mr. Will Ellison, a Destin resident, questioned whether additional stop signs were necessary, noting frustration with vehicles speeding and making loud muffler noise on Kelly Street late at night. He stated that they pay the Okaloosa Sheriff's Office a lot of money and they should be asking them to patrol these areas more often and writing more citations.

Mr. John Flueger, a Destin resident, complained about people disregarding stop signs throughout the city, questioning their effectiveness. He stated that the main issue is the lack of traffic enforcement.

3. CONSENT AGENDA

- A. Reimbursement to Mayor Bobby Wagner for expenses incurred while attending the National League of Cities City Summit in Atlanta, Georgia from Nov 15-19, 2023.
- B. Separation Agreement and Mutual General Releases.
- C. Amendment to the Destin Youth Council By-Laws - Resolution 23-27

Motion by Councilmember Hebert, seconded by Councilmember Schmidt, to approve Consent Agenda items 3A through 3C, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Sweetser voted "yes").

4. PUBLIC HEARING

- A. Second reading of Ordinance 23-16-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of Destin for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

The City Attorney read Ordinance 23-16-CN by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN AMENDING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS FOR THE CITY OF DESTIN, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to approve Ordinance 23-16-CN on second reading passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Sweetser voted "yes").

- B. First reading of Ordinance 23-18-CN - Relating to a Natural Gas Utility Franchise of the Okaloosa Gas District; extending Ordinance 13-02-CN for an additional five years pursuant to the same terms and conditions set forth in Ordinance 13-02-CN.

The City Attorney read Ordinance 23-18-CN by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO A NATURAL GAS UTILITY FRANCHISE OF THE OKALOOSA GAS DISTRICT; EXTENDING ORDINANCE 13-02-CN FOR AN ADDITIONAL FIVE YEARS PURSUANT TO THE SAME TERMS AND CONDITIONS SET FORTH IN ORDINANCE 13-02-CN.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Motion by Councilmember King, seconded by Councilmember Hebert, to approve Ordinance 23-18-CN on first reading passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”).

5. OTHER BUSINESS

A. Renewal and Replacement Spreadsheet

Finance Director Krystal Strickland presented the city’s proposed 20-year infrastructure replacement plan.

The primary duties of a city: To maintain basic infrastructure and facilities.

- Roads, Sidewalks, Streetlights
- Stormwater systems
- Parks, Library, Recreation Facilities

Strategic Goals:

- Financially sound city providing service excellence.
- Enhanced quality of life and safety for families
- Economic development and revitalization
- Effective, efficient, and aesthetically pleasing infrastructure
- Improve mobility and connectivity.
- A green and sustainable environment

Why Renew & Replace?

- Keep citizens and staff SAFE.
- Cost to replace at/after Failure is More Expensive
- A well-maintained infrastructure attracts investors and citizens.

What to Renew & Replace?

Major Building Components (HVAC, Roof, etc.)

- Roads and Sidewalks
- Motorized Equipment (\$10k+)
- Generators
- Recreation Facilities
- Stormwater pipe and outlets

How Are We Doing?

Estimated Cost to Replace/Renew (2023 price, no inflationary factor)	11+ years past useful life	5-10 years past useful life	0-4 years past useful life	Not yet past useful life	Total Cost of items to Replace/Renew
Streets, Sidewalks, Streetlights	\$ 10,671,806	\$ 6,227,089	\$ 2,344,073	\$ 7,787,680	\$ 27,030,647
Facilities: Roof	-	18,400	7,421	1,993,469	2,019,290
Facilities: HVAC	20,000	11,500	22,500	487,000	541,000
Generators	-	-	24,000	268,500	292,500
Outdoor Parks & Recreation	602,800	505,000	2,628,450	744,350	4,480,600
Parking Lots	-	-	176,692	1,575,350	1,752,042
Vehicles	205,000	326,000	247,000	970,000	1,748,000
Capital Equipment	40,000	14,000	74,000	1,097,000	1,225,000
	\$ 11,539,606	\$ 7,101,989	\$ 5,524,135	\$ 14,923,349	\$ 39,089,079
% of total	30%	18%	14%	38%	

\$18.6 million of renewals and replacements should be made to improve 48% of our aged infrastructure and assets

Renewal & Replacement

Planned Expenditures	2024 - 2043
Streets, Sidewalks, Streetlights	31,423,812
Facilities: Roof	1,884,488
Facilities: HVAC	622,288
Generators	340,025
Outdoor Parks & Recreation	4,683,029
Parking Lots	1,934,082
Vehicles	1,208,425
Capital Equipment	1,354,950
Stormwater	18,884,000
Total Planned Expenditures	62,335,098
	/ 20 years
	3,116,755
min	1,108,650
max	11,975,143

	FY 2024	FY 2025	FY 2026	FY 2027
Fiscal Year Start Date	10/1/2023	10/1/2024	10/1/2025	10/1/2026
Beginning Balance	676,107	1,375,443	(186,565)	462,313
Annual Contribution	3,400,000	9,000,000	5,000,000	4,300,000
Annual Contribution Gas Tax#1	588,300	591,242	594,198	597,169
Interest	32,500	70,000	75,000	65,000
Total Planned Cash In	4,020,800	9,661,242	5,669,198	4,962,169
Planned Expenditures				
Streets, Sidewalks, Streetlights	2,069,151	9,972,681	4,232,557	7,498,952
Facilities: Roof	25,821	64,439	-	-
Facilities: HVAC	54,000	30,750	36,750	33,325
Generators	24,600	-	37,800	51,063
Outdoor Parks & Recreation	171,200	1,023,155	677,513	1,463,290
Parking Lots	176,692	-	-	-
Vehicles	686,000	132,225	-	78,475
Capital Equipment	114,000	-	35,700	559,000
Total Planned Expenditures	3,321,464	11,223,250	5,020,319	9,684,104
Ending Balance	1,375,443	(186,565)	462,313	(4,259,622)

Fund Balance

Below is the effect on the General Fund Balance if we do the proposed transfers in from the General Fund to the Renewal & Replacement Fund for FY 25, 26, and 27.

	FY2023	FY2024	FY2025	FY2026	FY2027
01 GENERAL FUND	YTD Actuals	PROPOSED BUDGET	PROJECTION	PROJECTION	PROJECTION
01 Net change in fund balances	4,235,843	(2,910,233)	(8,163,283)	(3,594,880)	(2,935,055)
01 Fund Balance (deficit), Beginning	28,088,861	32,324,704	29,414,471	21,251,188	17,656,308
01 Fund Balance (deficit), Ending	32,324,704	29,414,471	21,251,188	17,656,308	14,721,253

Recurring Funds for the RR Fund

First three years, recommend an initial “catch-up” amount of \$18.6 million. Beginning in FY 2028, Staff recommend the General Fund transfer in the RR Fund an amount equivalent to the 50% of the prior year’s depreciation as per the audited financial statements. This is approximately \$1.7 million per year.

Recurring Funds for the RR Fund

- 100% of Gas Tax #1 (Okaloosa 6 Cent First Local Option Fuel Tax) should go into an account for Road Renewal & Replacement (\$550k/year)
- The First Local Option Fuel Tax is a \$0.06 cent local option fuel tax imposed by Okaloosa County on Motor and Diesel Fuels for the purpose of paying the cost of operating, maintaining, constructing, and acquiring roads, streets, and related facilities
- Average Road Renewal needs are \$1.5 million per year. The general fund will need to assist with another \$1 million per year.

Minimum & Maximum Proposed RR Fund Balance

- Minimum: By 2031, maintain a minimum fund balance of \$1 million
Rational: the current draft RR cashflow projection expenditures for FY 2028- FY2043 is \$1 million/year (excluding stormwater)
- Maximum: Consider 5% of Net Assets as the maximum fund balance for the RR fund. If the account balance is at the maximum, the council may choose to decrease the annual addition to the RR fund.
FYE 22 Assets net of depreciation = \$100 million
- **Next Steps**
 - ❖ Dec 11: Adopt Renewal & Replacement Fund with policy to add funds annually (X% of net assets OR x% of millage rate OR x% of depreciation)
 - ❖ Provide internal condition assessment policy.
 - ❖ September: Adopt amounts recommended in policy cash-flow.

Councilmember Bagby stated that they need to have a policy in the books as well as a plan to fix the infrastructure of the city that they can fund and execute.

Councilmember Geile asked whether the city could rely on the TDC to aid with the funding.

According to Ms. Strickland, they would have to go through a very rigorous session with the county in order to attain some of the TDC dollars for the roadways; adding that the city has tried to get money from the TDC in the past for this purpose but has not been very successful.

Councilmember Destin stated that they need to come up with various revenue sources and some creative ways to look at the budget to be able to come up with the necessary funding to fix their infrastructure issues. He inquired as to the current status of the city's fund balance.

Ms. Strickland explained that some of the fund balance is restricted. For instance, impact fee monies cannot be used for operations and maintenance as they are very highly restricted by the state. She continued that the city has also committed expenditure which must be honored.

Councilmember Bagby moved to direct staff to bring back the Renewal and Replacement Spreadsheet along with a draft resolution and some proposals on generating the revenue stream to address known problems at the December 11th city council meeting,

seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”).

B. December Library Closure - Informational Purposes Only

The City Manager announced that the carpet replacement in the library will occur in December, with the anticipated delivery date of the carpet being December 1st. Because of the workload of removing all books from the shelves, they estimate that the library will close beginning December 4th and will remain closed until approximately January 2nd.

C. Decision on the 4-way stop signs at the intersection of Spring Lake and Kelly Streets - Councilmember Dewey Destin

Additional information was presented on options for adding 2-way stop signs at Spring Lake Road and Kelly Street to address speeding issues. Cost estimates range from \$2,000 to \$5,000, depending on signage options.

Councilmember Destin stated that based on the cost estimates presented, putting the flashing signs on Kelly Street side only and leaving the others with traditional signs will reduce the cost to \$2,000.

Motion by Councilmember Destin, seconded by Councilmember Hebert, to direct staff to install the 4-way stop signs at the intersection of Spring Lake and Kelly Street, with the flashing signs on Kelly Street side only, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”).

D. Executive Search - Councilmember Bagby

Councilmember Bagby stated that they need to have a process to hire a new city manager.

Councilmember Bagby moved to direct staff to bring back a draft RFP for an executive search company for approval by the council at their next meeting on December 11th so they could begin the process of finding a new City Manager; seconded by Councilmember King.

Councilmember Destin noted that he has been in the council during most of the choosing for a city manager using different processes including hiring an executive search company that primarily conducted the recruiting, and forming a citizens search committee that reviewed resumes and made recommendations to the council. He didn't find one to be more effective than the other except the latter did not cost thousands of dollars. He also stated that some cities appoint an interim city manager while going through the search process.

Councilmember Bagby stated that he would be willing to consider both options at the next council meeting.

Councilmember Geile offered a substitute motion to table discussion of this item at the December 11th council meeting; seconded by Councilmember Hebert.

Councilmember Geile stated that this item ought to be discussed at a regular council meeting rather than a special council meeting like tonight.

Motion passed 5-2 (Council members Schmidt, Hebert, Destin, Geile, and Sweetser voted yes; Council members King and Bagby voted “no”).

6. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:17 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**DRAFT
BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, JANUARY 3, 2024
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, January 3, 2024, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
Daniella Piper
David Emerson
James Moomaw

Absent:

Robert Pinard
Joshuah Brister

Staff Present:

Kim Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Rachael Hoag Planner
Kyle Bauman City Attorney

3. APPROVAL OF AGENDA:

Chairman Weidenhamer asked if there was a consensus on the approval of the agenda as presented. With all agreeing, he announced the agenda is approved.

4. APPROVAL OF MINUTES:

➤ **November 3, 2023**

Motion to approve the minutes of the November 3, 2023, meeting was made by Board member Emerson, with Board member Pinard providing the second, the motion passed 4-0.

The City Attorney swore all individuals that would be providing testimony for both hearings.

5. NEW BUSINESS:

A. BOA-001247-2023 710-718 Harbor Blvd Setback Variance Request

The City Attorney announced that the applicant has agreed to waive the reading of the notice and the application into the record.

Mr. O'Connor entered the staff report and all the exhibit materials into the record with no objections.

Mr. O'Connor then read the six requirements that must be met in order for the Board to grant the Variance and provided the reasonings for each that the applicant is seeking the Variance. He explained how the circumstances are unusual and the reasoning is to preserve

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several heritage oaks on the property. Adding that if not approved, the heritage oaks would either have to be severely trimmed back that could cause detrimental effects to the health of them or they would have to be removed. Additionally, Comprehensive Plan Policies 5-1.7: Implement Protection of Vegetative Communities, intent is to protect existing mature and native vegetation, and this variance request accomplishes that policy.

Board member Emerson asked if the one large limb on the one tree for the eastern most area of the property would have to be trimmed. According to the applicant, not if the Variance is granted.

Regarding the exhibit picture in the packet, Board member Piper asked for clarification if the line depicted in the picture is where the new home is going to be built or if it is the location where it would have to be built, if the Variance was not granted. The applicant stated that it where it would have to be, if the Variance is not granted.

With no further questions, **Chairman Weidenhamer moved to approve the Variance request BOA-001247-2023 with Board member Moomaw providing the second.**

Before the vote, Chairman Weidenhamer opened the hearing to the public, with no additional comment, he closed the public portion and called for the vote. **The motion passed 4-0.**

B. BOA-001305-2023 74 Barracuda Street Variance Request

The City Attorney announced that the applicant has agreed to waive the reading of the notice and the application into the record.

Mr. O'Connor entered the staff report and all the exhibit materials into the record with no objections. He then explained the request for a Variance is to impede upon what is called the Common Boundary Buffer. The owner and applicant, Mr. Robert Clifford is wanting to redevelop the lot by demolishing the current structure and building a new home. He is requesting to maintain the existing driveway that runs along the property line which was once allowed in a past version of the Land Development Code, when the existing house was constructed. He emphasized that the applicant is only wishing to continue to use the access as the property is currently designed. Explaining how several adjacent homes in the immediate area are also set up similarly. In order to utilize the property as a single-family home, the request is a the minimum variance and has no plans to further expand the property, adding the existing driveway is in harmony with the immediate surrounding homes.

The applicant, Mr. Robert Clifford explained they live across the street from this property and plan to live out the rest of their lives in the new home, once built, and would like to leave the

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driveway as it is so they can park at the back of the home they plan to build, similar to the pictures they have provided is in the packet as exhibits.

Board member Emerson asked the applicant if he has considered asking their adjacent neighbor if they would be willing to consider adjoining their driveways together. After a discussion on this, Mr. Clifford stated that is something that could possibly be done, however, he feels the cost associated to have the utilities moved would be too expensive for both he and his neighbor.

Chairman Weidenhamer asked if they could place a condition on the Variance to exclude ever allowing parking to be put in at the front of the property.

Mr. O'Connor explained that as long as the property continues as a single family home, that would be feasible. However, if in the future that wish is changed, the current property owner would have come and ask for a change of use to whatever the code requirements are at that time, and the driveway would have to be brought into compliance to those current requirements.

Chairman Weidenhamer moved to approve the Variance BOA 001305-2023 74 Barracuda Street Variance request with the condition that as long as this property is a single-family residence, there would be no parking, other than what is shown on the site plan, and that excludes any paving for parking in the front of the residence. Board member Moomaw provided the second. The motion passed 4-0.

6. OTHER BUSINESS: None

7. ADJOURNMENT:

There being no further business the meeting was adjourned at 6:30 p.m.

Adopted and approved this _____ day of _____ 2024.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director

DATE: January 16, 2024

SUBJECT: Motion to rescind a prior Council directive to negotiate a contract with ADS for the FPL Undergrounding Contractor, and Motion to reject all bids.

I. BACKGROUND: The undergrounding of utilities project is an initiative identified as part of the City's Strategic Plan.

For purposes of initial contractor selection, RFP 23-10-ENG, Phase 1 Utility Undergrounding Conversion Project, was released on October 5, 2023. Proposals were then opened on November 9, 2023. The City received three proposals: (1) Accurate Drilling System, Inc. ("ADS"); (2) Hypower LLC ("Hypower"); and (3) WILCO Electrical LLC ("WILCO").

The Bid Committee evaluated these proposals in collaboration with Utility Consultants of Florida and Florida Power & Light Company, the City's subject matter experts, and presented its report to Council at the December 11, 2023, regular Council meeting. The proposers made in-person presentations, and after discussion including questions by Council and answers by the proposers, the Council directed Staff to negotiate a contract with ADS. No contract has been awarded.

Since no contract has been awarded, the Council's action is not ripe for a formal protest. Even so, Hypower lodged a formal protest, and WILCO submitted a letter regarding the Council's decision.

At the January 8, 2024, regular City Council meeting, the City Council passed a Motion to Consider Recission of its prior directive to staff to negotiate a contract with ADS.

II. DISCUSSION: Currently, City Staff has standing direction to negotiate a contract with ADS. Pursuant to Resolution 22-08, section 3.11, the Council may rescind prior direction

by a Councilmember placing on the agenda a Motion to Consider Recission. If a majority of the full membership of the Council approves the Motion to Consider Recission, the Motion to Rescind shall be placed on the agenda of the next regular Council meeting. At the January 8, 2024, regular City Council meeting, the City Council did pass a Motion to Rescind its prior directive to staff to negotiate a contract with ADS. Consequently, at this meeting, the Council considers the Motion to Rescind, which passes only with the affirmative vote of a majority of the full membership of the Council. If the Motion to Rescind passes, then the Council may consider the previous action at that meeting or at a future meeting, date certain.

To streamline and expedite the selection process, if the Motion to Rescind passes, then staff recommends that the Council subsequently consider a Motion to Reject all bids submitted pursuant to RFP 23-10-ENG, Phase 1 Utility Undergrounding Conversion Project. If the Council elects this course of action, then it may consider subsequent agenda items amending the RFP and Purchasing Manual to better memorialize the preferred 1-2-3 ranking system of Council and bring these items back to Council for consideration.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): If Council votes to rescind the motion to negotiate with ADS and to reject all the proposals received, then the effect on budget will be determined after the new procurement process is completed.

If Council votes to continue negotiations with ADS, there could be legal fees and project time delays by bid protests of the other top applicants.

There is \$2.3 million available in the adopted FY 2024 budget. The City will issue debt to cover additional amounts needed after negotiating a contract after a successful procurement.

C. Level of Service (LOS):

D. Legislative Sponsor: City Council directive on January 8, 2024

III. CONCLUSION: Council may elect to rescind its prior directive to negotiate a contract with ADS for the FPL Undergrounding Contract. If that motion passes, then the Council may consider rejecting all bids submitted pursuant to RFP 23-10-ENG, Phase 1 Utility Undergrounding Conversion Project.

IV. RECOMMENDED MOTION: Recommended Motion #1: I move to rescind the City Council's prior directive to negotiate a contract with ADS for the FPL Undergrounding Contract.

Recommended Motion #2: I move to reject all bids in RFP# 23-10-ENG, Phase 1 Utility Undergrounding Conversion Project.

Attachments:

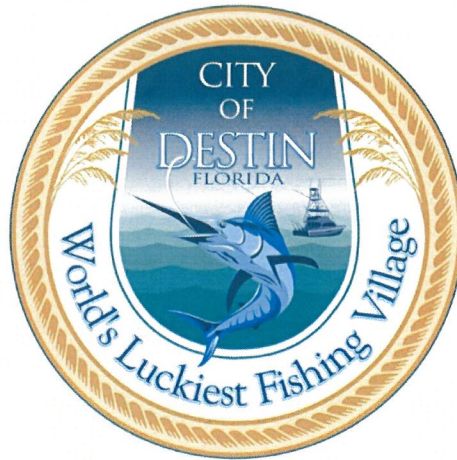
1. RFP 23-10-ENG executed
2. ADS RESPONSE DESTIN
3. HYPOWER (1)
4. WILCO

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS

RFP NO. 23-10-ENG

PHASE I UTILITY UNDERGROUND CONVERSION



City of Destin, Florida

October 5th, 2023

Lance A. Johnson, City Manager

Phone (850) 837-4242

Facsimile (850) 837-3267

4200 Indian Bayou Trail

Destin, Florida 32541

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS #23-10 ENG OVERVIEW

The CITY OF DESTIN, Florida (City), is accepting sealed proposals for:

RFP #23-10-ENG FOR PHASE 1 UTILITY UNDERGROUND CONVERSION

Proposal Due Date:

THURSDAY, NOVEMBER 9, 2023, prior to 2:00 p.m. (CST)

Proposals shall be delivered no later than 2:00 p.m. Central Standard Time (CST) on Thursday, November 9, 2023, to the City Clerk, Rey Bailey, at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541.

Documents for this RFP are available through the City's Clerk, Rey Bailey, via email rbailey@cityofdestin.com

GENERAL PROJECT DESCRIPTION

The City is soliciting proposals from qualified contractors to perform all related work to successfully complete the Florida Power & Light (FPL) conversion of Phase 1 overhead facilities along US Highway 98 to underground consistent with FPL's design. Work will include, but not be limited to, construction of all required FPL, Cox Communication, Century Link, and UnitiFiber's underground infrastructure, coordination, FPL street lighting conduit infrastructure, including final certifications, and as-built drawings.

A bid committee will evaluate the qualifications of all submitting firms meeting the minimum requirements as set forth herein.

COMMUNICATIONS AND INQUIRIES

Questions or requests for clarification regarding this Request for Proposals (RFP) must be submitted via email to Rbailey@cityofdestin.com by 4:00 p.m. (CST), Thursday, October 24, 2023. Responses to questions or requests for clarification will be made pursuant to written addenda to this RFP.

SCHEDULE OF EVENTS

The City anticipates the following projected schedule for the RFP process. The City reserves the right at its sole discretion to revise the projected schedule at any time.

Release of RFP	October 5, 2023
Pre-Bid Meeting	October 19, 2023, by 2:00 p.m. (CST)
Deadline for questions	October 24, 2023, by 4:00 p.m. (CST)
Proposal due date	November 9, 2023, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	November 16, 2023
City Council Meeting Ranking Approval	December 11, 2023
City Council Meeting Contract Award	TBD

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS

23-10-ENG Phase 1 Utility Underground Conversion

Sealed proposals must be received at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541, **THURSDAY, NOVEMBER 9, 2023, prior to 2:00 p.m. (CST)**. At that time, the City will publicly open all timely submitted proposals for the sole purpose of recording the names of the contractors submitting proposals. Proposals received after the scheduled time for opening will not be considered but can be claimed by the Contractor within ten (10) calendar days of the opening. After that time, the City reserves the right to destroy the late proposal in accordance with applicable law.

Attached are important instructions and specifications regarding responses to this RFP. The failure of a responding Contractor to follow these instructions could result in disqualification from consideration for a contract to be awarded pursuant to this RFP.

This RFP document is issued by the City and all addenda and changes to the RFP documents shall also be issued by the City. The City shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. It is the sole responsibility of each Contractor prior to submitting its proposal to this RFP to ensure that the Contractor has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The City is not responsible for any solicitations issued through a subscriber, publications, or sources other than the City, and the Contractor should not rely on such sources for information regarding this RFP.

NO CONTACT: No Contractor nor any prospective Contractor shall contact, communicate with or discuss any matter relating in any way to this RFP with any member of the CITY OF DESTIN, City Council, City Manager, any agent of the City, or any employee of the City other than the City Clerk (or designee), unless such communication is authorized as part of the selection process for this RFP. This prohibition begins with the issuance of the RFP and ends thirty (30) days after the posted recommendation of award. Any such communication initiated by a Contractor or prospective Contractor shall be grounds for disqualifying the offender from consideration for award pursuant to this RFP and for and other solicitations that the City may issue in the future.

1. INTRODUCTION AND INTENT

The City of Destin is located in Okaloosa County and along the Florida Panhandle and is governed by an elected seven (7) member City Council. Geographically, the city is a narrow barrier island approximately 8 miles in length that is located within Okaloosa County. Harbor Boulevard (also known as Florida State Road US Highway 98) is the main road that connects the City's barrier island to the neighboring cities of Fort Walton Beach to the west and unincorporated Miramar Beach to the east, and Niceville to the north. Harbor Boulevard provides most of the vehicular access to all residential and commercial properties located within the City's limits and is therefore the primary route for ingress and egress to the city. The City of Destin is home to approximately 14,077 full-time residents and is known as the "World's Luckiest Fishing Village."

This RFP for Construction Services for Phase 1 Utility Underground Conversion project (Project) invites proposals regarding the qualifications and experience of Contractors for the purpose of performing all related services to successfully complete the conversion of Phase 1 overhead facilities to underground for all properties/parcels within the project corridor. Services will include, but not be limited to, construction of all required Florida Power & Light (FPL), Cox Communication, Century Link, and UnitiFiber underground infrastructure, design and coordination services associated with the installation of Phase 1, FPL street lighting conduit system, including final certifications and as-built drawings (the Services).

Following receipt of initial submittals on qualifications, the City will establish a short-list of the Contractors to continue in the selection process the short-listed Contractors may also be required to make formal presentations to City Council and or City Staff. At the completion of the selection process, the City will select the highest ranked Contractor to enter into negotiation for award.

It is the intent of the City to select one Contractor to negotiate and award a single contract that will incorporate all preliminary planning, staging, carrier design support, construction and post-construction services.

The City is committed to working in close collaboration with the current Project Management Firm, Utility Consultants of Florida, Inc. (UCoF), and the awarded Contractor to measure the achievability of goals for constructing the Project, to evaluate the Project's designs, to allow for open coordination between all parties and to obtain a mutually agreeable Guaranteed Maximum Price (GMP) for delivery of the Project.

Selection of the awarded Contractor under this RFP is not a guarantee of work.

There is no guarantee that any or all of the services contained within this RFP will be assigned during the term of the contract. Further, the awarded Contractor is providing these services on a non-exclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other firms or City staff, or publicly solicit for said services. The City reserves the right to formally solicit any individual projects associated with this Project in the open market, should the City deem it to be in its best interest.

2. RFP SCHEDULE

The City anticipates the following schedule for the RFP process. The City reserves the right at its sole discretion to revise the schedule and other aspects of the RFP by issuing addenda to the RFP at any time.

RFP Schedule

Release of RFP	October 5, 2023
Pre-Bid Meeting	October 19, 2023, by 2:00 p.m. (CST)
Deadline for questions	October 24, 2023, by 4:00 p.m. (CST)
Proposal due date	November 9, 2023, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	November 16, 2023
City Council Meeting Ranking Approval	December 11, 2023
City Council Meeting Awarding Bid	TBD

3. PROJECT OVERVIEW

3.1 Project Scope

Generally, the project corridor, and as part of the FPL design of the underground conversion, is along Harbor Boulevard (US 98) from the Marler Bridge to Airport Road ("Phase 1"). This is also inclusive to any existing overhead service crossings that span over Harbor Boulevard (US 98). Other utility companies providing aerial service to the residents within the project includes Cox Communication, Century Link, and UnitiFiber. Additionally, there are numerous utilities within the corridor that are currently underground including but not limited to, water, sewer, reclaim, gas, and communications. Also, within this section FPL has existing streetlights attached to current poles, and some free-standing streetlight poles. As part of this project the Contractor will need to coordinate and install the required conduit and vaults which will ultimately allow FPL to pull wire and install the new streetlight poles as part of their new design & photometrics.

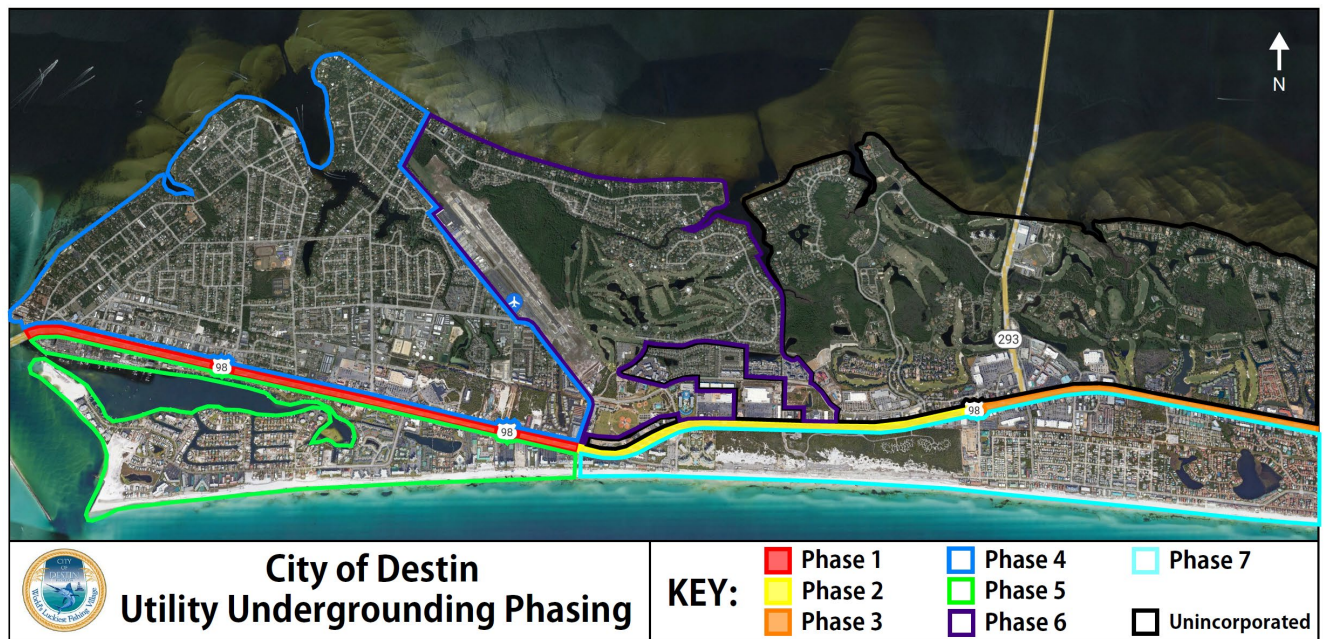
The Contractor shall be experienced and able to perform all aspects of this undergrounding project in accordance with all applicable rules, regulations and utilizing experience on similar type projects. Additionally, the Contractor shall construct, and as-built all work as part of this project, understand and meet the respective utility owners requirements for all aspects. The Contractor shall facilitate coordination of FPL, Century Link, Cox Communication, and UnitiFiber construction activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City.

The undergrounding shall require the Contractor provide scope of services; including but not limiting to, undergrounding all FPL existing aerial primary, secondary, service lines, connections, looping of all existing FPL undergrounded radial areas, existing undergrounding tie-ins, meter connections where applicable, support and coordination with FPL portion of the work, support and coordination with the Carriers facilities and service lines in conjunction with the FPL aerial undergrounding, installation, support and coordination with FPL street lighting infrastructure, coordination and provide effective and costs efficiency in the means and manor of scheduling and construction of all work associated with the undergrounding project, coordination with services for commercial and/or residential properties, parcels affected by the undergrounding, provide as-builts and permit requirements where applicable, and conform to FPL plans, specifications and other requirements as part of this project.

3.1.1. Project Phases

During the City and FPL's preliminary design and future underground planning discussions, the Project was divided into (7) Phases for the potential of future "phasing". The focus for this Project is

identified as Phase 1. However, subsequent phasing was determined during initial planning discussions as reflected in the map below. to the City, at the City Council's discretion, may or not to initiate future phases and the numeric numbering currently being reflected may be altered to fit the City's goals and objectives. The following is the current Phasing Map:



3.1.2. Florida Power and Light Company

For all related FPL work as part of this Project, Contractors and sub-contractors performing work shall be experienced and successfully performed similar type FPL underground conversion projects.

FPL's electrical service is provided to the city through a redundant subaqueous transmission line crossing from the mainland beneath the bay leading into Destin that feeds an existing FPL substation on the mid-key of the city. This substation feeds the city distribution grid comprised of feeder lines, radial primary taps, secondary services, and individual customer drops.

The largest component of the Project addresses the undergrounding of currently all overhead electric power facilities owned by FPL which generally consist of wires, transformers, switches, vaults, service lines, utility poles and other related apparatus. Much of the overhead utility infrastructure and critical feeder is located along Harbor Boulevard (US 98) with laterals extending along key side streets and providing distribution within adjacent residential and business sections. A large majority of the underground infrastructure is within the FDOT rights-of-way.

FPL will provide their design plans as part of this Project. For all FPL work, the awarded Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements and specifications. The City will provide available FPL plans as part of the Step two selection process. FPL work includes, but is not limited to, installation of conduit and all related hardware, equipment, design coordination, switching, and certified as-builts necessary to support the Phase 1 undergrounding to ensure a fully functioning system providing active service to all currently fed properties located within the City.

The selected Contractor shall be fully responsible for coordinating storage, delivery, take receipt of, and be accountable for all FPL materials for this Project. Additionally, the material storage will be the awarded Contractor's responsibility including, but not limiting, tracking and securing inventory.

3.1.3. Century Link

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by Century Link. Century Link has estimated the conversion of their facilities to involve placement of (3) 2" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. Century Link's facilities are predominately aerial. Century Link will provide design plans as part of this Project.

All existing Century Link aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The awarded Contractor shall install the conduit for Century Link. Installation of Century Link facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.4. Cox Communication

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by Cox Communication. Cox Communication has estimated the conversion of their facilities to involve placement of (4) 2" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. For a large part, Cox Communication's facilities are predominately aerial. Cox Communication will provide design plans as part of this Project.

All existing Cox Communication aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The selected Contractor shall install the conduit for Cox Communication. Installation of Cox Communication facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.5. UnitiFiber

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by UnitiFiber. UnitiFiber has estimated the conversion of their facilities to involve placement of (3) 1.25" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. For a large part, UnitiFiber's facilities are predominately aerial. UnitiFiber will provide design plans as part of this Project.

All existing UnitiFiber aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The selected Contractor shall install the conduit for UnitiFiber. Installation of UnitiFiber facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.6. Street Lighting

Within the City, FPL currently provides street lighting attached to existing poles on both the south and north sides of the US 98 corridor. Much of the overhead streetlight infrastructure is located along the entire Harbor Boulevard (US 98) extending along some side streets and providing some private

lighting along some of the businesses within the project. FPL Street Lighting has estimated the need for (2) conduits along both sides of the corridor.

This work shall also be inclusive with the undergrounding and concurrent with the overall project installations to the fullest extent possible. The selected Contractor shall install the conduit and pull boxes for FPL street lighting. Installation of the streetlight pole, wire installation, splicing, connections and removal shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.2 Project Coordination and Communication

The City has and will continue to have various contractors and consultants under contract providing assistance throughout the entire Project. Coordination and communication with all City contractors, consultants, and subcontractors working on the Project is imperative and key to completing the Project successfully. The selected Contractor shall be responsible for implementing successful coordination and communication throughout the duration of the entire Project.

3.3 Project Schedule

The City's goal for this project is an 18-month completion of all proposed infrastructure related to the successful overhead to underground conversion from NTP of construction activities. However, it is expected that there may be some remaining conversions dependent on FPL switching orders and other FPL related activities such as wreck-out of existing facilities that may extend beyond the 18-month period.

4. PROCESS

4.1 Authorized City Representative / Submission of Proposal

For information or questions concerning this RFP, contact the City Clerk:

Mr. Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541
Phone: 850-837-4242 Ext. 1002
Email: Rbailey@cityofdestin.com

Contractors must submit a sealed proposal to the attention of the City Clerk at the address stated immediately above. Only those communications that are in writing from the City Clerk shall be considered as duly authorized expressions on behalf of the City. RFP forms and any additional documents required by this RFP must be executed and submitted in a sealed envelope to the City's City Clerk listed above.

4.2 Contractor Communication and/or Inquiries

The Contractors shall review this competitive solicitation in its entirety to determine whether the City's Scope of Services, conditions and requirements are clearly stated. If the Contractor has any questions regarding this competitive solicitation, the Contractor must submit such inquiries and requests for clarification via email only to the City Clerk at Rbailey@cityofdestin.com.

These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Contractor. The City will consider only those communications and/or inquiries

submitted via email and received by the City Clerk on or before **October 24, 2023, by 4:00 p.m. (CST)** (the “Inquiry Deadline Date”).

The City will consider the Contractor’s lack of communicating inquiries or requesting clarifications by the Inquiry Deadline Date to constitute the Contractor’s acceptance of all of the conditions and requirements as stated in this RFP and any amendments thereto.

Unless the City Clerk specifically requests the Contractors to provide additional communications, or to participate in negotiations, the City may not accept or consider any of the Contractor’s written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the City determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the City’s response will be made in an addendum to this RFP to be distributed by the city clerk.

No interpretation of data, including but not limited to surveys, plans, drawings, and similar materials will be made to any Contractor, except for what is provided in this RFP or by written addendum.

4.3 Addenda

The City Clerk or designee will distribute any addenda.

The Contractor’s authorized representative must acknowledge receipt of each addendum issued. Acknowledgement shall be numbered and dated on the Submitted Proposal Form and included in a submitted proposal.

The Contractor is responsible for checking with clerksdepartment@cityofdestin.com for addenda in order to verify whether any changes have been made to the RFP. Contractors are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this RFP issued by the City Clerk.

4.4 Delivery and Labeling of Sealed Proposals

The Contractor’s proposal to this competitive solicitation shall be prepared in accordance with Section 5 “Proposal Requirements”. The Contractor’s sealed proposal must be received by the City Clerk on or before **THURSDAY, NOVEMBER 9, 2023, prior to 2:00 p.m. (CST)** (the “Proposal Due Date”) according to the time clock at the City. A Contractor may not submit a proposal via telephone, facsimile, or electronic mail.

If the Contractor elects to mail in its proposal, the Contractor must allow sufficient time to ensure the City Clerk’s receipt of the proposal by the Proposal Due Date. Regardless of the form of delivery, it is the Contractor’s responsibility to ensure that the proposal arrives at the City Clerk’s address (See Section 4.1) no later than 2:00 p.m. on the Proposal Due Date. Risk of failure of delivery falls solely on the Contractor.

The City will accept proposals up to the Proposal Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The City Clerk’s name and address as provided in Section 4.1, and the number and title of the RFP. The proposals must be submitted with one (1) original marked “ORIGINAL”, eight (8) hard copies marked “COPY” and one (1) electronic copy in .pdf format on a flash drive of the proposal.

No proposal may be withdrawn after the Proposal Due Date.

4.5 Economy of Presentation

The Contractor must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The Contractor should prepare its proposal simply and economically, providing a straightforward, concise description of the Contractor's capability to satisfy the conditions and requirements of this competitive solicitation (Fancy bindings, colored displays, and promotional material are not desired). The Contractor's emphasis should be on completeness and clarity of content. To expedite the City's evaluation of the proposal, it is mandatory that the Contractor follow the instructions contained herein. The City is not liable for any costs incurred by the Contractor in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the City.

4.6 Proposals Must be in Ink or Typed

The Contractor's proposal must be typed or printed in permanent ink.

4.7 Contractor's Signature

Where the Contractor's signature is required, the Contractor's proposal must contain the Contractor's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the Contractor's authorized representative must initial all the Contractor's handwritten corrections (additions or deletions) in its proposal.

If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

4.8 Complete Proposals Required

The Contractor must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the Contractor's proposal.

4.9 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Contractor must submit the requested information on the forms, attaching additional pages if necessary, or the City may reject the Contractor's proposal.

4.10 Errors or Omissions; Inconsistent Proposals

The Contractor should examine its proposal carefully for any errors prior to submission. The Contractor is solely responsible for the accuracy and completeness of its proposal. The Contractor's errors or omissions, if any, are solely at the risk of the Contractor and may be grounds for the City's finding that the Contractor's proposal is non-responsive. Any Contractor submitting inconsistent copies of its proposal is subject to disqualification from further consideration under this RFP. Multiple proposals from a single Contractor will be deemed non-responsive.

4.11 Proposal Validity Period

The Contractor's proposal shall, in its entirety, remain valid for at least one hundred twenty (120) calendar days after the Proposal Due Date.

4.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. CST on THURSDAY, NOVEMBER 9, 2023**, to the City Clerk at the address stated in Section 4.1. At that time, the City Clerk (or designee) will publicly open all timely submitted proposals for the sole purpose of recording the names of the Contractors submitting proposals at the designated place.

Any person requiring a special accommodation at City Hall because of a disability should call the City Clerk at least five (5) working days prior to the RFP opening at Phone: 850-837-4242 Ext. 1002 for persons with hearing or speech disabilities.

4.13 Government in the Sunshine; Public Records

All submitted material will be subject to Florida's Public Records Law. All Contractor's should prepare their proposal with the understanding that it may become available to the public at some time. All Contractor's acknowledge that all information contained within the proposal is subject to disclosure under the State of Florida's Public Records Law.

The City is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of any proposal. No information should be labeled confidential unless exempted under said law.

Pursuant to Section 119.071(1)(b)2., F.S., proposals may be exempt from public disclosure for thirty (30) days after opening of the proposals or until such time as the City provides notice of an intended decision, whichever comes first. It is not necessary for Contractors to claim this temporary exemption.

Upon written request, a copy of RFP tabulations will be furnished, with an enclosed, stamped, self-addressed envelope. RFP tabulations will not be provided by telephone. Non-exempt RFP files may be examined during normal working hours by appointment.

Interviews/presentations, negotiation strategy sessions, and/or negotiations with Contractors may not be public but will be recorded pursuant to Section 286.0113(2), F.S., if closed to the public.

5.0 PROPOSAL REQUIREMENTS

5.1. Required Proposal Format

To facilitate the City's analysis of the Contractor's proposal, the Contractor must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the Contractor's proposal deviates from these instructions, such response may, at the City's discretion, be rejected.

Proposals should not contain information in excess of that requested, must be concise and must specifically address all of the items set forth in this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this RFP are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

Proposals must be prepared in at least 12-point font on 8.5" x 11" white paper, with pages sequentially numbered. Proposals can be either single or double-sided. Proposals should be contained within a three (3) ring binder (original and each copy in separate binders).

5.2 Proposal Requirements

Proposal content shall be separated by sequentially numbered tabs and must be submitted in the same order as set forth below and the supplied electronic copy shall be indexed similarly.

5.2.1. Minimum Requirements for Eligibility

Contractors that submit a qualification proposal and do not meet the minimum eligibility requirements listed below will be deemed non-responsible and the Contractor will be prohibited from participating in this RFP process any further.

- Contractor and their subs must meet all State required certifications and/or licensing required to engage in the performance of all related activities for the underground conversion project.
- Contractor and its sub-contractors must have performed, familiar with FPL underground conversion project requirements, and in good standing with FPL. Contractor must prove they maintain thorough understanding and experience with conversion of overhead facilities to underground, preferably with similar coastal projects.

The proposals should include the following:

Tab 1 – Letter of Interest (Limit response to maximum of 4 pages {pages for applicable licenses not included})

- Summarize the Contractor's understanding of the Project, its commitment to perform the Services, the number of years of experience in the field of construction services, and its statement of belief as to why it is the best qualified Contractor to provide services relating to an underground conversion. An authorized agent must sign the Letter of Interest indicating title or authority.
- The Letter of Interest shall also include, but not be limited to the following:
 - Identification of the Contractor's name, point of contact name, address, phone number and email Specify who will be the Contractor's signatory to any contract documents executed with the City.
 - An affirmation that any required business licenses required for the Project have been obtained and the Contractor and all assigned key staff are properly licensed to practice in the State of Florida.
 - Provide a list and brief summary of specific FPL underground conversion projects you have been involved with and what role you performed.

Tab 2 – Contractor Qualification, Ability and Experience (20 Points)

- Provide a summary of the Contractor's capabilities and expertise converting FPL aerial facilities to underground and installing communication facilities on similar underground conversion projects.

The summary should include but not be limited to the following:

- Contractor's approach and understanding of underground conversion project(s) within a similar coastal community. Additionally, provide specific experiences and

lessons learned on these types of projects. **(Limit response to a maximum of three (3) pages)**

- Contractor's familiarity with working on FPL underground conversion projects as it relates to the involved communication companies, your coordination efforts, and your ability to schedule that portion of the work in a timely manner to ensure their facilities can be successfully completed on schedule and ahead of the FPL wreck-out. Include the carriers you have worked with and your approach. **(Limit response to a maximum of three (3) pages)**
- Contractor's familiarity with identifying, protecting and working around existing utilities. **(Limit response to a maximum of five (3) pages)**
- Provide a minimum of three (3) underground conversion projects performed within the past five (5) years that included FPL and provide any similarities that may relate to our city project. **(Limit response to maximum of two (2) pages per project)**
 - For each project include:
 - a) Name and location of the project;
 - b) Size and cost of the project;
 - c) Project owner's representative name, address, phone number, and email address;
 - d) Date project was completed or is anticipated to be completed with current status;
 - e) The nature of the Contractor's responsibility on the project;
 - f) Unforeseen circumstances, errors or oversights and actions taken to mitigate and/or correct; and
 - g) How the Contractor's technical and managerial methodology applied.
- If the Contractor has previously performed a project for the City within the past ten (10) years, identify the project, the work performed and the total fees awarded for such work.

Tab 3 – Contractor Personnel Qualification and Experience (20 Points)

- Provide an organizational chart of the Contractor's team highlighting the key personnel that will be assigned to the Project. Identify the principal supervisory and management staff, including partners, project managers, other supervisors and specialists who will be assigned to the Project. **(Limit response to maximum of two (2) pages)**
- Provide résumés of the Contractor's key personnel listed above to be assigned to the Project. **(Limit response to maximum of two (2) pages per résumé)**
 - Résumés shall include, but not be limited to:
 - a) Name and current position held by the key personnel;
 - b) Number of years with FPL underground conversion project experience(s);
 - c) Experience. Identify: (i) Types of projects/services; (ii) Size of projects/services; and (iii) Specific responsibilities;
 - d) Services anticipated to be designated to the key personnel; and
 - e) Anticipated level of participation on the Project.

- Identify and highlight the Project Manager who will be directly responsible for the day-to-day communication and coordination with the City and their PM. This individual must have the authority to represent the Contractor in a decision-making capacity. The Project Manager should be experienced in working with FPL underground conversion projects. **(Limit response to maximum of two (2) pages)**
- Provide a summarized approach to the project schedule that demonstrates cost and time efficiency capabilities. **(Limit response to maximum of two (2) pages)**
- Provide a summary to your approach to FPL switching, as-builts, and bore logs. **(Limit response to maximum of two (2) pages)**

Tab 4 – Interactions with City and Regulatory Agency Staff (10 Points)

- Provide a summary supporting the specialized qualifications of the proposed key personnel identified in Tab 3 in terms of meeting this scope of service. The summary should highlight the experience with utility companies, regulatory agencies, including construction permitting, applications, governing regulations, use of utility easements or other related activities. Include the Contractor's ability to work with City staff and their assigned PM (UCoF) including residents, businesses, community Condominium and Homeowner Associations in order to successfully fulfill the desired services for the project. Include the Contractor's knowledge of planning and scheduling of construction that demonstrates the ability to work with the city's PM, FPL and others with easement coordination efforts. **(Limit response to maximum of two (2) pages)**
- Provide a summary of how your crews approach public interactions, notifications, concerned residents, ingress & egress concerns during construction. **(Limit response to maximum of two (2) pages)**

Tab 5 – Timely Completion of Projects (20 Points)

- Describe the Contractors' current and recently completed timeliness with FPL projects. Describe how the work was scheduled and communicated with the respective communities to achieve the schedule. Address any delays you may have encountered and how you worked with the communities to mitigate potential delays and achieve the desired goal/schedule. Describe your proposed staffs' ability to accomplish the scope of the project and approach. Include specifically the Contractor's daily ability to handle each aspect of the desired services described herein. Describe how the Contractor plans to maintain a project team member's time in order to ensure sufficient time to complete a project. Provide your current staffing and resources committed to this projects success. **(Limit response to maximum of two (2) pages)**

Tab 6 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. **(See Attachment 1)** The Bid Committee will take the average of all surveys and score as follows:

❖ Average score between 9 – 10	10 Points
❖ Average score between 7 – 8	8 Points
❖ Average score between 5 – 6	6 Points
❖ Average score between 3 – 4	4 Points
❖ Average score between 1 – 2	2 Points
❖ Average score of 0	0 Points

Tab 7 – Price Proposal/Schedule-of-Values (20 Points)

- Complete and provide your Price Proposal/Schedule-of-Values.

Tab 8 – Forms

- Provide the completed and signed forms:
 - ❖ Price Proposal/Schedule-of-Values
 - ❖ Performance Survey Questionnaire
 - ❖ Submitted Proposal Form
 - ❖ Public Entity Crimes Form
 - ❖ Drug-Free Workplace Certification
 - ❖ Conflict of Interest Disclosure Form
 - ❖ Liability & Indemnification Form
 - ❖ FPL Plans

6.0 SELECTION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

6.1 Responsiveness and Responsibility

A responsible and responsive proposal will be considered as one which meets or exceeds the RFP specifications and which is submitted by a Contractor capable of performing the requirements as stated in the RFP.

The City Clerk will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; (b) conformance to the RFP instructions regarding organization and format; and (c) minimum requirements to meet eligibility.

The City reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever, and to re-let the RFP at the City's discretion. The City reserves the right to waive any minor non-conformance or irregularities when, in the sole opinion of the City, such waiver or acceptance is deemed to be in the best interest of the City.

After the Proposal Due Date, the City may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Contractor's integrity and capability to perform.

Proposals may be excluded from further consideration and the Contractor will be so advised. No deviations from specifications will be accepted; no alternate proposals will be accepted unless requested in writing. The City may, in its sole discretion, also exclude from consideration any Contractor whose proposal contains a material misrepresentation. Such proposals will be deemed as non-responsive to this RFP.

Proposals that are deemed non-responsive to this RFP will be excluded from any further consideration.

A proposal may be deemed non-responsive for any of the following reasons: Contractor fails to attend mandatory meetings as required by the RFP Documents; Contractor fails to specifically include information required by the specifications; Contractor fails to sign a submitted proposal; Contractor fails to submit a proposal that does not include information specifically required in the RFP Documents. The above is not an exclusive list and the City may deem a proposal non-responsive for other valid causes and lack of responsiveness shall solely be by the determination of the City.

6.2 Disqualification of Contractors

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Contractor and the rejection of its proposal:

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
2. Evidence of collusion among Contractors, or previous participation in collusive bidding or proposing on work for the City;
3. Uncompleted work for which the Contractor is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this RFP if awarded to Contractor;
4. Inconsistencies between the proposals provided by the Contractor
5. Violations of the cone of silence as provided for herein;
6. Familial relation with the City's purchasing agents (City Manager or City Clerk) or public officer (City Councilmember) as provided for in Section 112.313(3), F.S;
7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or

The above listed causes are not an exclusive list, and the City may disqualify Contractors for other valid causes.

6.3 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures:

- Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price.
- Bid Committee will conduct a public meeting chaired by the Bid Committee Chairman to discuss the individual scores, summarize the scores in a ranking matrix to be forwarded to the City Council. Non-voting advisors of the Bid Committee may attend this meeting.
- The Bid Committee will recommend the top three (3) ranked contractors to the City Council, who may be required to provide a presentation at a City Council Meeting. The City Council shall have sole approval authority. Upon request, responsive bidders may be required to provide a presentation at a City Council meeting.
- After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. A copy of the respondent's proposal and the RFP including scope of work, will be incorporated and become a part of the contract.

6.4 Proposal Evaluation

Selection of Short-Listed Contractors will be based upon the following steps and factors:

Elevation Level 1 (Purchasing Requirements Assessment):

- The City Clerk shall review all proposals for conformance with the RFP guidelines, minimum eligibility requirements and detailed submittal requirements. Conforming proposals shall be elevated to Elevation Level 2. The City Clerk or designee will distribute proposals and evaluation criteria to the Bid Committee.

Elevation Level 2 (Bid Committee Scoring)

- The Bid Committee may convene with reasonable public notice to review questions that arise during individual member review of submitted proposals prior to Elevation Level 2 to allow for questions, clarifications, explanations or other discussion to be held before the review of proposals is completed.
- The Bid Committee will review and evaluate all RFP responses. A sequential ranking of all respondents will be developed. The three (3) top-ranking responses will be presented to the City Council for consideration. The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

SCORING:

Evaluation Criteria	Points
Contractor Ability and Experience	20
Contractor Personnel Qualification and Experience	20
Interactions with City and Regulatory Agency Staff	10
Timely Completion of Projects	20
Surveys of Past Performance	10
Price Proposal/Schedule-of-Values	20
Total Points	100

- By the process stated under each corresponding Tab description as set forth in Section 5.2 Proposal Requirements, the Bid Committee shall score each proposal on the following evaluation criteria:
 - Surveys of Past Performance (Tab 6) 10 points
 - Subtotal of Points 10 points
- Each Bid Committee member shall score each proposal on the following evaluation criteria:
 - Contractor Ability and Experience (Tab 2) 20 points
 - Contractor Personnel & Resources (Tab 3) 20 points
 - Interaction with City & Regulatory Agencies (Tab 4) 10 points
 - Timely Completion of Projects (Tab 5) 20 points

- Price Proposal/Schedule-of-Values (Tab 7) 20 points

Subtotal of Points 90 points

- (3) A Bid Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.
- (4) When all Bid Committee members have completed their proposal evaluations, the individual Bid Committee member's total scores for each proposal will be added together to produce a final score for each proposal.
- (5) The City Clerk, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Bid Committee with the proposal receiving the highest points as the highest-ranked proposal.

Elevation Level 3 (City Council Scoring and Award)

- The top three (3) proposals, as scored by the Bid Committee, shall move on to Elevation Level 3. At Elevation Level 3, the City Council shall have the option of re-scoring the top 3 bids in accordance with the same scoring criteria and calculations as specified in Elevation Level 2. Alternatively, the City Council may elect to adopt the Elevation Level 2 scoring of the Bid Committee and award the bid accordingly.
- At Elevation Level 3, the City Council may require in person and/or virtual presentations from the remaining three bidders.
- The City Council shall rank the top three bidders in order of preference and then the City Manager shall negotiate in order of preference in accordance with Section 6.5 below.

6.5 Contract Negotiations

After final ranking by the City Council, the City Manager or designee will begin negotiations with the top ranked firm on an agreement developed from this RFP. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked respondent, then City staff will take the next top ranked respondent to City Council for approval and begin negotiations with the next highest rank respondent from the Bid Committee's list until successful negotiations occur, or the respondents on the Council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

6.6 Award of Agreement

The City intends to award the top-ranked Contractor a contract resulting from this competitive solicitation. However, the City is not obligated to make an award under or as a result of this competitive solicitation. The City reserves the right to postpone the award for a period of time not to exceed one hundred eighty (180) days from the Proposal Due Date.

6.7 Posting of Intent to Award

The intent to award a contract to the awarded Contractor(s), if any, will be posted on city website for review by interested parties.

6.8 Protest

Any protest related to this RFP must be in accordance with the City's Purchasing Policy, Purchasing Manual, and any other applicable provisions.

6.9 INSURANCE

The awarded Contractor(s) shall submit to the City Clerk a copy of the Contractor's current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida. Agreement execution by the City will be subject to proof of insurance and subject to acceptance of the types and amounts of coverage by City Clerk.

Proof of insurance coverage shall be submitted with the copies of the Contractor's executed agreement and become a part of the final negotiated agreement.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

The CITY OF DESTIN shall be named as additional insured. The insurer shall agree to waive all rights of subrogation against the CITY OF DESTIN. The RFP number and project title shall be noted on the certificate.

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal. Insurance coverage required from the awarded Contractor(s) shall be provided by or on behalf of all subcontractors to cover their operations performed. The awarded Contractor(s) shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

7.0 CITY'S RESERVED RIGHTS

- 7.1 To be the judge of the Contractor's qualifications through a Bid Committee comprised of designated City staff or other representatives.
- 7.2 To conduct pre-award discussions with any responsive and responsible Contractors who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Bid Committee.
- 7.3 To request that Contractors modify their proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.
- 7.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
- 7.5 To request additional qualification information.
- 7.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more Contractors to seek an improved understanding of any information contained in a proposal.
- 7.7 To seek clarification from any Contractor to fully understand information provided in a proposal and to help evaluate and rank the Contractors.
- 7.8 To limit and/or determine the actual services to be included in a negotiated agreement with the awarded Contractor.

- 7.9 To obtain information from any available sources for use in evaluating the proposals.
- 7.10 To waive any irregularity in any proposal, or to reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the City to do so.
- 7.11 To accept any proposal as a best and final offer.

8.0 GENERAL TERMS

8.1 Equal Opportunity/Affirmative Action

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment efforts and expects firms that do business with the City to have a vigorous affirmative action program.

8.2 Contractor Affirmation

By submitting a proposal, the Contractor affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Contractor has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Contractor has not sought by collusion to obtain any advantage over other persons or over the City.

8.3 Contractor Development Costs

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Contractor should prepare a proposal simply and economically, providing a straightforward and concise description of the Contractor's ability to meet the requirements of the RFP.

8.4 Code of Ethics

If any Contractor violates or is a party to a violation of the code of ethics of The CITY OF DESTIN or the State of Florida, with respect to this RFP, such Contractor may be disqualified from performing the Services described in this RFP or from furnishing services for which the proposal is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the City.

8.5 Conflict of Interest

Subject to the provisions of Chapter 112, F.S., all Contractors must disclose with their proposal the name of any officer, director, agent, or shareholder who is also an employee of the City. All Contractors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractors firm or any of its branches.

8.6 Disclosure – Advisory Board Member of City

8.6.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the Contractor and must be filed prior to or at the time of submission of the RFP. A copy of the filed disclosure form shall be included as part of the Contractor's response.

8.6.2 Advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

8.6.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

8.6.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the proposal specifications or the determination of the responsible and responsive Contractor.

8.7 Cone of Silence

After the issuance of the RFP by the City, Contractors and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFP with the City, including any Councilmember, member of the Bid Committee, agent of the City, or any employee of the City other than the City's City Clerk (or designee) unless otherwise directed in this RFP. This prohibition begins with the issuance of the

RFP and ends upon the City's posting of award(s) of the resulting agreement. Such communications initiated by a Contractor shall be grounds for disqualifying the offending Contractor from consideration for award under this RFP and/or potentially any future procurement with the City.

8.8 Copyright

The awarded Contractor shall irrevocably transfer, assign, set over, and convey to the City all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the negotiated agreement awarded under this RFP. The awarded Contractor further agrees to execute such documents as the City may request to affect such transfer or assignment.

8.9 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8.10 Contractor's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Awarded Contractor knowingly employs unauthorized aliens, such violation shall be cause for the City's unilateral cancellation of the agreement.

8.11 Mistakes

Contractors are required to examine the RFP Documents. Failure to do so will be at Contractor's risk. The City may, at its sole discretion, waive irregularities in any bid.

8.12 Warranty of Title

The awarded Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the City, no later than the time of payment, free and clear of all liens.

8.13 Obligation to Keep Project Team Intact

Contractors are advised that all firms and key personnel identified in the Step One qualification proposal shall remain on the Project team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the City, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Contractor's control. Unauthorized changes to the Project team at any time during the procurement process may result in the elimination of the Contractor from further consideration.

8.14 Women/Minority Business Enterprise Outreach

The City hereby notifies all potential Contractors that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any request for proposal by the City and will not be subject to discrimination on the basis of race, color, sex, or national origin.

8.15 Trench Safety Act

Contractor acknowledges that the Florida Trench Safety Act, Florida Statute 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction for this project. Respondent, by submitting a Proposal is, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards as well as the method of compliance.

The Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to review or assess safety precautions, programs, or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute 553.60 cited as the "Trench Safety Act." Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act."

8.16 Florida Licensing

The lead contractor must be licensed to perform work in the State of Florida. Selected Contractor will be required to obtain and document Contractor's licenses prior to execution of a negotiated agreement. Failure to obtain and document the necessary licenses will be grounds terminating negotiation of the agreement.

8.17 Interpretations of Data

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Contractor except for what is provided in the RFP documents or by written addendum.

8.18 Estimated Quantities

When applicable and unless specifically addressed in the RFP, the estimated quantities of work to be done and materials to be furnished under any contract are to be considered as **APPROXIMATE ONLY** and were developed from FPL provided plans and/or communications with respective carriers. Quantities are to be used solely for the comparison of submittals and Contractor shall carefully examine

documents and perform field verifications. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities. Payment to the awarded Contractor will be made in accordance with any resulting contract and it is understood that the quantities may be changed as provided in the RFP documents without in any way invalidating any of the unit or lump sum prices.

INSTRUCTION ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractors submitting a proposal for the solicited RFP. This is accomplished by sending survey forms to past clients. The clients should return the survey forms directly to the Contractor. The Contractor is to include all surveys in their proposal.

SENDING THE SURVEYS

1. The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2 of the RFP and the surveys should correlate to all projects identified under Tab 2. (If more surveys are included then what is requested in Tab 2, the City will only use the surveys identified by projects in Tab 2.)
2. The Contractor is responsible for verifying that its information is accurate prior to submission as part of the proposal.
3. The past client/owner shall evaluate the Contractor and complete the survey.
4. The survey shall contain different projects. The Contractor cannot have multiple people evaluating the same project; however, one person may evaluate several different projects.
5. The past projects can be either completed or on-going.
6. The Contractor shall complete the following information for each client that a survey will be sent:
 - **Client Name:** Name of company or institution that the work was performed for (e.g. Beach School District; City of New Beach)
 - **Contact Full Name:** The first and last name of the person who will answer and complete the survey form regarding the Contractor
 - **Contact Phone Number:** Phone number of the reference (including area code)
 - **Email Address:** Current email address for the reference
 - **Project Name:** Name of the project (e.g. DB Services for X Project)
 - **Cost of Services:** The total cost of DB services
 - **Date Complete:** Date when the services were completed or anticipated to be completed

PREPARING THE SURVEYS

1. The Contractor is responsible for sending out a survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the clients contact information and project information on each survey form for each reference.
3. The Contractor is responsible for ensuring all surveys are completed correctly and included in their proposal under Tab 6.
4. The City Clerk (or designee) may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, no credit will be given for that reference.

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From:		To:	
Company:		Company:	
Phone:		Phone:	
Email:		Email:	

Performance Survey of (project name):	
Cost of Services:	Date Completed:

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	
3. Quality of workmanship	(1 – 10)	
4. Professionalism and ability to manage	(1 – 10)	
5. Close out process	(1 – 10)	
6. Ability to communicate with all staff & applicable parties	(1 – 10)	
7. Ability to resolve issues promptly	(1 – 10)	
8. Ability to follow protocol	(1 – 10)	
9. Ability to maintain proper documentation	(1 – 10)	
10. Ability to offer solid recommendations & solutions	(1 – 10)	
11. Had proper resources and personnel by which to get the project done	(1 – 10)	
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	

Printed Name of Reference

Signature of Reference

CITY OF DESTIN FLORIDA

SUBMITTED PROPOSAL FORM

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

The undersigned Contractor declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Contractor understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Contractor represents that the Contractor accepts, and that this proposal complies with the RFP Documents and that the Contractor has carefully examined the RFP Documents for the designated Services. The Contractor affirms that Contractor is satisfied as to the general nature of the Services; the general character, general quality, and the quantity of the possible materials that may be required; the kind and extent of equipment that generally may be required and other facilities that may be needed for the performance of the Services; the possible conditions and the common difficulties that may be encountered, and all other general and common items which may, in any way, affect the Services or its performance.

The undersigned Contractor proposes, and agrees if this proposal is accepted, that it will contract with the City to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the City as therein set forth.

Under provisions of Chapter 112, F.S., Contractor must disclose with proposal the name of any officer, director, or agent who is also an employee of the CITY OF DESTIN. Contractor must disclose on an attachment entitled "Submitted Bid Conflict of Interest" the name of any City employee who owns, directly or indirectly, a five percent (5%) or more interest in the Contractor's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Contractor's certification of no such employee.

Contractor acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned Contractor understands that the City reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of at least one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Contractor agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned Contractor acknowledges that services to be performed shall conform to all City codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, begin at 6:00 a.m. and run through 5:00 p.m. Monday through Saturday in accordance with City Code, Chapter 130.

(Signature of Contractor)

(Typed name of Contractor)

Doing Business As: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

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 _____

2. This sworn statement is submitted by _____ 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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)

_____ 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.)

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2020, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

END OF SECTION

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

END OF SECTION

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 5
CONFLICT OF INTEREST DISCLOSURE FORM**

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER _____

EMAIL: _____

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 6
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Contractor's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 7
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-10-ENG.
- PHASE I UTILITY UNDERGROUND CONVERSION, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or contractor to the City who has worked on the development of this RFQ, or with any person _____ serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by _____ (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between _____ (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 8
SCHEDULE OF SUB-CONTRACTORS

The Undersigned CONTRACTOR proposes the following major sub-contractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

<u>Name of Sub- Contractor</u>	<u>Address of Sub- Contractor</u>	<u>License No.:</u>	<u>Task</u>	

Signature: _____

Date: _____

Title/Company: _____

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

CITY OF DESTIN

TECHNICAL SPECIFICATIONS

UNDERGROUND CONVERSION PHASE 1

TECHNICAL PROVISIONS

- | | |
|---------------------|--|
| 1. 57-7 | SURVEY, STAKEOUT & RECORD DRAWINGS |
| 2. 101 | MOBILIZATION |
| 3. 102.1 | MAINTENANCE OF TRAFFIC |
| 4. 104 | SEDIMENT BARRIER, CLEARING & GRUBBING, SIDEWALK RESTORATION |
| 5. FPL-1 | FPL INFRASTRUCTURE |
| 6. CARRIER-1 | CARRIER INFRASTRUCTURE |
| 7. FPL-SL | FPL STREETLIGHT INFRASTRUCTURE |
| 8. CTD-SCHED | CONTRACT DURATION AND SCHEDULE MISCELLANEOUS |
| 9. FPL-P | FPL PLANS & SPECIFICATIONS |
| 10. ATT-P | CARRIER PLANS & SPECIFICATIONS |

TP 57-7
SURVEY, STAKEOUT & RECORD DRAWINGS

Lines, Grades and Construction Surveying - The Contractor shall employ a Florida licensed professional land surveyor satisfactory to the City and Engineer to lay out the work from the benchmarks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the contractor. The work may be checked by the Engineer, and, in the event of discrepancy, his decision shall be final.

No special compensation will be made to the contractor to defray costs of any work or delays occasioned by making surveys and measurements, tests, or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under contract.

In addition, all survey monuments and benchmarks which may be disturbed during construction shall be referenced and replaced by the contractor. All monuments and benchmarks disturbed or destroyed by the contractor or any of his forces through accident or negligence shall be replaced by a Florida licensed professional land surveyor at the contractor's expense.

Protection and Restoration of Property Markers and Survey Monuments - The contractor shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all survey monuments and property markers until locations are witnessed or otherwise referenced by his licensed Florida professional land surveyor, so the said surveyor can restore them in their original location after construction.

Record Drawings/As-Builts - During the entire construction operation, the contractor shall maintain records of all deviations from the plans and specifications and shall maintain "red-lined" record drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was constructed.

These drawings shall conform to each of the individual utility owners being undergrounded as part of this project. Each utility owner shall be provided with their required as-builts/plans meeting their submittal requirements, including but not limiting, standards of drafting/detail, bore logs, shall be neat and legible, and shall be provided to the appropriate utility provider(s) at times as may be required elsewhere in these specifications. Copies of the As-built drawings shall also be supplied to the City for record.

The Contractor shall be required to as-built all FPL related undergrounding work and provide both FPL and the PM/City with completed copies in proper format. This includes necessary plan submissions required for FPL to initiate switching orders and final conversions. The Contractor should be familiar with FPL requirements, including final plan submittals, and shall engage at the start of the project in working with FPL to ensure full transparency with all requirements. There should also be consideration for other submittals that may be required as part of the undergrounding work.

Basis for Payment - The work and all incidental costs specified as being covered under this division will be paid for at the contract lump sum for construction surveying and survey monumentation. Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this division. The work and all incidental costs specified as being covered under this section will be paid for at the contract lump sum for survey, stakeout, as-builts, bore logs & record drawings.

Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this section.

Payment shall be made under:

Item No. 57-7	Survey, Stakeout & Record Drawings	LS
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TP 101 MOBILIZATION

Mobilization shall include all items detailed in Article 101-1 of the Standard Specifications of FDOT's Road and Bridge Construction dated July 2021, except as amended hereinafter. Furthermore, this item shall be inclusive of all related mobilization required for the underground conversion project.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 101.

Basis of Payment - The lump sum quantity for the item of mobilization shall be paid for at the contract lump sum price. Article 101-2.2 of the Standard Specifications is deleted, and the following is added:

The lump sum price for mobilization will be payable with the first month's partial payment except that this initial payment will be limited to 10% of the total contract amount. Any remaining amount will be paid when the value of completed work exceeds 50% of the total contract amount.

Payment shall be made under:

Item No. 101-1	Mobilization	LS
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TP 102.1 MAINTENNACE OF TRAFFIC

The Contractor shall be responsible for a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility efforts/relocations, drop offs within clear zone, pedestrian access, and all work as part of the utility undergrounding project.

Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times. When impacted, the required Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Contractor shall comply with all City Ordinances “Ordinances” for allowable hours of work. The Contractor shall provide written request to extend hours outside of the Ordinance and must be submitted to PM/City in writing for City Manager approval. The Contractor will need City Manager authorization will be provided for any planned work during City events or holidays.

The Contractor shall minimize disruption to sidewalks as practical. Areas of sidewalk impacted and removed to accommodate entry or exit pits and other related undergrounding project work shall be restored. Vehicular traffic and equipment damages to sidewalk will also be the responsibility of the Contractor. Pre-construction video and photo documentation should be performed by the Contractor to confirm pre-existing conditions that support claims that the sidewalk was not impacted by the undergrounding project work. Additionally, Contractor will be responsible to take precautionary measures to avoid damage to existing sewer laterals and make repairs to any damaged due to construction efforts. Furthermore, Contractor shall take video of existing sewer laterals within the work area pre-construction and post-construction and provide a copy to the City. All restoration cost shall be incidental to the cost of the undergrounding work.

All Traffic Control Plans utilized during construction shall be in accordance with the FDOT’s Design Standards and applicable permit requirements. Ingress and egress areas to and from work and staging areas within the limits of the City, including any and all suppliers and subcontractors, will require environmental protection techniques that adequately prevent erosion and debris tracking onto existing roadways in all areas practical. Contractor shall be responsible for immediately addressing and correcting all erosion concerns without impacts to schedule. Any associated costs are incidental to the work.

Contractor shall obtain any required FDOT traffic control permits and/or meet applicable restrictions without impact to City. In addition to FDOT lane restriction requirements, a lane may only be closed during active work periods. Any lane closures must be reported to the local emergency agencies, all applicable agencies, and the PM/City. The Contractor shall develop the Project in a manner that will in no way impede the opening of all lanes of traffic in the event of an emergency. All work within school areas shall be coordinated in advance and meet any requirements.

The Contractor shall also be held responsible for the proper (most updated) MDOT sidewalk & lane closure signs and safety equipment for pedestrians.

The Contractor is advised that the project is located within a hurricane region. Within 30 days after the Effective Date of the Agreement, the Contractor shall submit for PM/City acceptance a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and completed work when a hurricane watch notice for the project area is issued by the United States National Weather Service. In the event of major storms, catastrophic weather events, or other emergency situations, the Contractor shall closely coordinate with the PM/City to ensure the project is in compliance with the accepted preparedness plan and ensure that following the event(s) that resources and personnel actively working prior to the event(s) remain dedicated to the project and support restoration efforts, if needed.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 102.1.

Basis of Payment - The lump sum quantity for the item of maintenance of traffic shall be paid for at the contract lump sum price.

Payment shall be made under:

Item No. 102-1	Maintenance of Traffic	LS
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**TP 104
CLEARING, GRUBBING, RESTORATION,
AND SIDEWALK**

Contractor shall perform clearing and grubbing activities within the alignment of the proposed work areas where applicable and minimize impacts to the fullest extent possible. The clearing and grubbing shall be sufficient to perform work activities and provide access along the corridor for the installation of FPL and Carriers work while remaining as minimally invasive as possible. Contractor shall coordinate with PM/City prior to performing clearing & grubbing activities to clarify and finalize the method of procedure. Restoration shall be, at minimum, to original condition and inclusive to the cost of the items identified as part of this scope.

As part of clearing & grubbing and due to the nature of this work taking place in areas of commercial and residential properties that have existing irrigation systems, the Contractor shall take all reasonable and precautionary efforts to avoid damages. The Contractor shall coordinate and notify adjacent property owners to identify existing systems that may be impacted by the work. The Contractor shall repair irrigation systems damaged during the undergrounding work and notify the property owner of the repair. Any associated costs for irrigation is incidental to the undergrounding work.

In addition to irrigation, the Contractor should make all attempts to avoid impacts to existing landscaping. In areas where impacts to landscaping are unavoidable the Contractor shall identify the potential impact and work with the City and property owner to determine a resolution. The Contractor shall initiate survey of properties with landscaping and irrigation and begin coordination at a minimum of (3) weeks in advance of any work. All coordination efforts shall be documented and discussed with the PM/City during weekly progress meeting.

Method of Measurement - The quantity to be paid for under this section will be linear for sediment barrier, lump sum for clearing & grubbing, and square yard for sidewalk restoration. Copies of all measured areas shall be provided to the City.

Basis of Payment - The quantities, determined as provided above, shall be paid for at the contract unit price as listed in the bid form. The contract unit price per linear foot (LF), turbidity barrier, measured in place, completed, and accepted. Sidewalk restoration shall be paid for at the contract unit price per square yard (SY). The work and all incidental costs specified as being covered under clearing & grubbing will be paid for at the contract lump sum and shall include irrigation repairs.

Payment shall be made under:

Item No. 104-10-3	Sediment Barrier	LF
Item No. 110-1-1	Clearing & Grubbing	LS
Item No. 522-	Sidewalk Restoration	SF

TP FPL INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of this undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination of FPL, Century Link, Cox Communication, and Mediacom construction activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager “PM”/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project. **CONTRACTOR MUST MEET ALL FPL SPECIFICATIONS & REQUIREMENTS.**

The City will require that the Contractor provide a qualified superintendent be available to the project during all work activities. The Contractor shall notify the PM/City in the event of any change to the superintendent 30 days in advance and be required to provide an appropriate substitute having the required skill and experience necessary to supervise field activities. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall also be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of all work to complete the underground conversion, including materials necessary for the work not provided by FPL. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, bore pits, electrical pulls, vaults/handholes/pedestals, connections/tie-ins, equipment, including but not limiting, meter services connections/replacements, capping weather-heads as required, and other related work to satisfactorily complete the undergrounding project in its entirety.

As part of this contract, all work for services connections shall stop at the meters but in some instances may require adjustments or replacements by the Contractor to make required connections. All aerial service drops once removed will require the Contractor to cap existing weather-heads.

The Contractor shall maintain all necessary separation requirements of FPL, carriers and existing utilities. All new infrastructure shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points, switches, transformers, laterals, splice points, service connections, points of service and other related sites.

The undergrounding shall require the Contractor provide scope of services; including but not limiting to, undergrounding all FPL existing aerial primary, secondary, service lines, connections, looping of all existing FPL undergrounded radial areas, existing undergrounding tie-ins, meter connections where applicable, support and coordination with FPL portion of the work, support and coordination with the Carriers facilities and service lines in conjunction with the FPL aerial undergrounding, installation, support and coordination with FPL street lighting infrastructure, coordination and provide effective and costs efficiency in the means and manor of scheduling and construction of all work associated with the undergrounding project, coordination with services for commercial and/or residential properties, parcels affected by the undergrounding, provide as-builts and permit requirements where applicable, and conform to FPL plans, specifications and other requirements as part of this project.

Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, explore all existing utilities for avoidance with new infrastructure and alignment, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with FPL, the PM/City, and Carriers. This includes, but is not limited to, confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor will need to determine required connection points and services and develop a logical sequence of construction that allows a cost-efficient approach to minimize impacts and to

expedite construction for the undergrounding project as well as provide efficiency for the portion of work being performed by the respective utility agencies. Additionally, the Contractor shall provide the PM/City with a detailed approach to the construction with consideration to all work activities for review.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall be responsible for contacting property grounds keepers to identify all private underground utilities not located through Sunshine One Call (811).

The Contractor will be required to ensure the running line for both FPL's new infrastructure and Carriers infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid existing utilities and scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner. See attached water sewer separation clearance requirements.

The Contractor shall ensure that all portions of the work to be performed by the Carriers is successfully coordinated throughout the project to avoid schedule delays.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously, the Contractor coordination and notification shall include full consideration of the Carrier facilities to avoid delays in pole removal.

For cost efficiency and minimal disruption to residents and commercial properties, the proposed duct bank should be placed to avoid interference with property or beautification areas, upon review and acceptable by the PM/City, the duct bank will be diverted to reduce cost and public relations impacts. To the largest extent possible, installation of conduits, structures and other items of work shall be installed on a tangent alignment at a consistent distance from the edge of right-of-way. Exceptions are areas where alignment will need to avoid identified easements, beautification areas, utility apparatuses, signs, signals, and City facilities in which case alignment shall comply with standards for any bends, casing, conduit and fiber optic cable or equipment.

In these areas the Contractor shall transition the conduit run so that transformers, pull boxes, and other related equipment are placed in areas that provide access without obstruction and provide a greater off-set distance from existing pavement while maintaining a gradual transition and desirable bend requirements. The contractor must also coordinate any adjustments or deviations from the FPL design with the FPL PM prior to any adjustments and ensure all minimum standards required by FPL are achieved.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Before the equipment or box pads are set, Contractor shall touch base with the PM or Inspector to be sure equipment is where customer agreed to.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL work for this project, the Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with

notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

The Contractor shall fully coordinate all work with the PM/City and with FPL representative(s) assigned to this project. The Contractor shall field review the FPL work prior to construction for alignment and constructability. The Contractor shall fully cooperate and support the PM/City in obtaining the easements where applicable.

Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the PM/City and to execute the orders or directions of the PM/City, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

The Contractor must have a means to unload/load wire, conduit and equipment off of a flatbed delivery truck at storage sites. Contractor must also have the means to communicate with FPL local warehousemen to pick up any material needed.

The Contractor shall complete the work phase, as defined and accepted, in its entirety that supports and provides efficiency with FPL's portion of the work they are to perform. This shall include providing FPL crews access, ingress and egress, mobilization and other means for the removal of existing aerial facilities, and other work in an expeditious manner. The Contractor will be required to provide the PM/City with project status and engagement efforts with FPL work at each weekly meeting throughout the project.

Method of Measurement - The quantity for FPL related items identified in the bid tabulation table below and for under this section will be the respective unit(s). The quantity for the FPL aerial conversions, underground conversions, meter replacements, and looping under this section will be each as indicated on the bid tabulation. The units listed in the schedule of values are approximate and should be independently verified by the contractor against the plans before performing any work. Any differences should be immediately brought to the attention of the PM with a copy of the findings to the PM/City.

All unit prices for conduit shall include ALL necessary work required for full completion, including but not limiting tie-ins, bore pits, sweeps to equipment, and all other incidental efforts required to successfully perform the installation.

All unit prices for cable shall include ALL necessary work required for full completion, including but not limiting tie-ins, make-ready to equipment, and all other incidentals required to successfully perform the installation.

All unit prices for FPL equipment shall include ALL necessary work required for full completion of the installation, including but not limiting, chambers, vaults, concrete pads, conduit connections, wiring, and all other incidentals required to successfully complete the full installation(s).

All unit prices for splice box, handholes, or vaults shall include all necessary work required for full completion of the installation and conduit connections.

All meter box connection work shall include all the necessary efforts to connect new underground service to the existing meter. This shall include capping existing weatherheads safely above the roof. Notifying the property owner and scheduling an acceptable time for the required outage.

Easement coordination shall include assisting PM with confirming the placement of the equipment and identifying any conflicts within 45 days of NTP, assisting with the notification of property

owners in advance of the work (minimum 30-day notification), and scheduling the work with the property owner.

Switching Coordination shall be the full responsibility of the Contractor. This includes the Contractor providing all FPL required redlines, as-builts, drawings, bore logs, and all other details and providing the required documentation in an expeditious manner. The Contractor shall provide a detailed report to the PM during this process on a weekly basis identifying the status.

Basis of Payment -

The per each quantity for FPL related items identified below shall be paid for at the contract unit per item. Said per each unit item shall include the actual units required and documented recording of the field measure units where applicable. All unit cost shall include all related cost to perform the entire work. This shall also include the safe storage, tracking, and coordination with FPL for all related materials. Payment shall be made under:

III. FPL INFRASTRUCTURE	DESCRIPTION	APROX QNTY	
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA
FPL -635-HH-1	FPL 30" Handhole / Above Ground Pedestal	55	EA
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA
FPL - PED-1	FPL 3-Phase Pedestals	14	EA
FPL-635-WH-1	FPL Meter Box Connections	275	EA
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS

TP CARRIER INFRASTRUCTURE

As part of this undergrounding project, Contractor shall be experienced and able to perform all aspects of the required conduit installation for the Carriers. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination with Cox Communication, Century Link, and Uniti in conjunction with the FPL underground conversion activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

The Contractor shall coordinate each of the Carrier work plans and consolidate the conduit installation for ultimate cost and schedule efficiencies. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of conduit installation to the respective carriers where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall maintain all necessary separation requirements in consideration of all work as part of the project. Installation shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points. Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with all Carriers and other existing utilities. This includes but not limited to,

confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) – The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor will be required to ensure the running line for the new conduit infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner.

The Contractor shall ensure that all portions of the work to be performed by Cox Communication, Century Link, and Uniti is successfully coordinated throughout the project to avoid schedule delays. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month. The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month.

The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. For a large part, the Carriers will provide the conduit and the Contractor will install the provided conduit via directional bore providing acceptable sweeps at certain points along the project. In some instances, the Contractor will be required to provide and install the conduit. The Contractor, and in coordination with the respective Carriers, shall identify and stake out the locations where the proposed conduit access points/sweeps where the Carriers will need to install their fiber, coax, pedestals/vaults, equipment. Following the completion of the Contractors conduit installation, the Carriers will perform the installation of their facilities and perform aerial wreck-out.

The Contractor shall provide a minimum 30-day notification to the Carriers and the PM/City for work completed. The Contractor shall coordinate the Carriers portion of the work to align with the FPL pole removal in an expeditious manner. The Contractor coordination and notification shall include full consideration of all Cox Communication, Century Link, and Uniti facilities to avoid delays in pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the Carriers required minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, Century Link requirements, Cox Communication requirements, Uniti requirements, Uniti requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all Carrier work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any

constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of Carrier conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for Carrier provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF). The linear quantity for Contractor provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

IV. CARRIERS	OPTIONAL BID ITEMS		
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE "Uniti" Fiber (Install)	17,000	LF
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE "Century" Link (Install)	17,000	LF
CONDUIT-01	(1) 2" Conduit HDPE (Furnish)	18,500	LF
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF
CARRIER-COORD	COORDINATION	1	LS

TP FPL STREETLIGHT INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of the conduit installation for FPL streetlighting and as part of the undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of FPL streetlight conduit installation where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously and to avoid delays in FPL pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depth for streetlighting conduit and meet FDOT depth requirements when in the Departments rights-of-way and as applicable.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work.

This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, AT&T requirements, Cox Communication requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL Streetlight work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of FPL streetlight conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for FPL streetlight conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-COORD	COORDINATION	LS

TP CONTRACT DURATION AND SCHEDULE MISCELLANEOUS

Description

The Contractor shall establish the contract duration for this task assignment for the FPL undergrounding. In no event shall the contract duration exceed 550 calendar days for this assignment, regardless of if other task assignments related to the undergrounding are being performed concurrently by Contractor. The Contractor shall provide a schedule supporting the proposed contract duration for this task assignment and shall identify the work activity durations provided are based on calendar days or working days. The Proposed Contract Time (PCT) reflected may be amended if delays associated with other City work creates reason for a time extension outside the Contractor's control.

The Contractor shall submit a baseline project schedule which supports the established contract duration. The Contractor's schedule shall include all undergrounding work in a logical sequence and in full consideration of all FPL

related work for this task assignment.

The Contractor shall maintain a current project schedule and submit schedule updates each month at estimate cut-off. Changes to schedule logic must be submitted to and accepted by the PM/City prior to incorporation into any monthly update.

If delays are encountered by the Contractor, non-compensable time may be granted if the Contractor can demonstrate to the PM/City that the efforts were properly coordinated and proven outside their control. All potential delays shall be immediately presented to the PM/City in writing within (7) days of impact to schedule. A preliminary request for an extension of contract time must be submitted in writing to the PM/City within ten calendar days after the commencement of a delay to work items associated with this task assignment. If the Contractor fails to submit this required preliminary request for an extension of contract time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of contract time for that delay. Each request for an extension of contract time shall include as a minimum the commencement date of the delay, the cause of the delay, and the item of work affected by the delay.

The Contractor shall provide any such delay with a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not work items specific to this undergrounding project.

Request for a contract time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to contract time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a contract time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a contract time extension, with or without a detailed cost analysis, depriving the City of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of contract time or additional compensation for the delay.

When Contractors leave any equipment overnight on-site, All Contractor's equipment shall be properly placed where it will not be a hazard to the driving or walking public. The equipment will be properly safety taped/coned and secured.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below at a minimum:

- Materials Quality Tracking

- Long Lead Item procurements
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Maintenance of Traffic
- Permitting
- Utility Coordination
- FPL Scheduled Work
- Carrier Scheduled Work
- FPL Streetlighting Work

All work shall require close coordination with all respective stakeholders and allowances for work when required, including connections, by others and shall be included in the schedule. The schedule shall be fully integrated to achieve final completion within the maximum contract duration time. The Contractor is responsible for planning the work in a manner that properly considers all project elements, the need for continued service, and the final schedule for completion.

The Contractor will be responsible for notifying the Owner as sections are completed and submit required final as-builts upon section completion. The Contractor shall provide updated “as-built” plans reflecting the final conditions as the work is completed.

The Contractor shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of City, FDOT, local governments, or other regional and state agencies.

The Contractor shall anticipate periodic meetings with PM/City personnel and other agencies for construction issues. Upon issuance of NTP Contractor shall initiate specific meetings with each stakeholder to discuss construction and design elements with the PM/City present. These meetings may include:

- Technical issue resolution
- Stakeholder coordination meetings
- Weekly progress meetings
- Easement coordination
- Local government and Utility agency coordination
- Schedule

During construction, the Contractor shall meet with PM/City on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week. The Contractor shall, on a bi-weekly basis, provide written progress reports that describe the items of concern and the work performed on each scheduled task. The Contractor shall provide all support necessary to hold various public meetings,

which may include:

Public Information Meetings, meetings with elected and appointed officials, and meetings with special interest groups (private groups, homeowner associations, environmental groups, minority groups and individuals)

The Contractor shall attend meetings as requested by the PM/City for the term of the contract to support the public involvement program. Meetings to provide updates to parties interested in the construction of the project will be publicly advertised and will take place at City Hall.

The Contractor shall provide all technical assistance, data and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials to keep them informed as to the progress and impacts the proposed project will create. This includes workshops, information meetings, and public hearings. The Contractor shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the PM/City's Project Representative.

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, drawings, as-builts, and other services furnished under this contract. The Contractor shall describe how the check and review processes are used to document and that required procedures are followed. The Contractor shall, without additional compensation, correct all errors or deficiencies in the work associated with this task assignment.

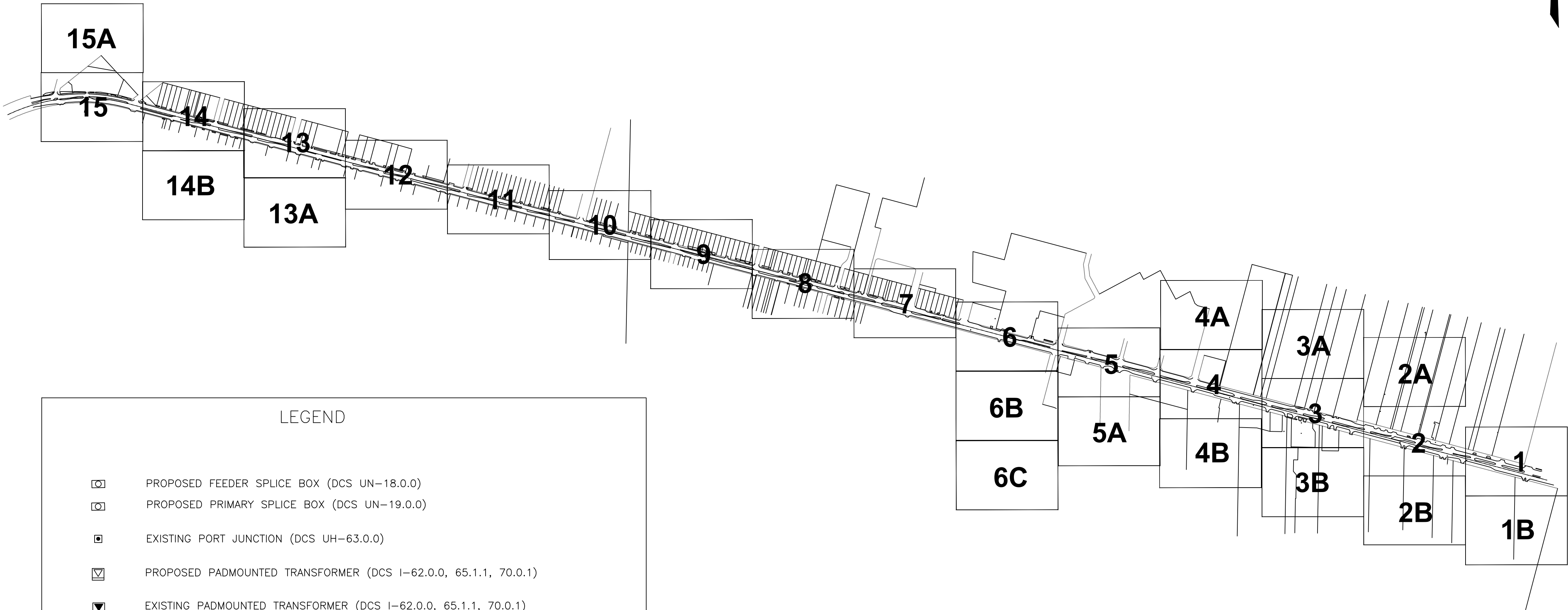
Price Proposal/Schedule-of-Values

City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS		
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
				SUBTOTAL	
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF		
110-1-1	Clearing & Grubbing	1	LS		
120-6	Sidewalk Restoration	12,000	SF		
				SUBTOTAL	
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF		
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF		
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF		
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF		
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF		
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF		
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF		
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA		
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA		
FPL-635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA		
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF		
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF		
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF		
FPL-635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA		
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA		
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA		
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA		
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA		
FPL - PED-1	FPL 3-Phase Pedestals	14	EA		
FPL-635-WH-1	FPL Meter Box Connections	275	EA		
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA		
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA		
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA		
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA		
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA		
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA		
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS		
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS		
				SUBTOTAL	
IV. CARRIERS					
OPTIONAL BID ITEMS					
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF		
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF		
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF		
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF		
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF		
CARRIER-COORD	COORDINATION	1	LS		
				SUBTOTAL	
V. CARRIERS					
FPL STREETLIGHT INFRASTRUCTURE					
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-COORD	COORDINATION	1	LS		
				SUBTOTAL	
VI. BOND					
BOND-001	BONDING	1	LS		
				SUBTOTAL	
SUMMARY					
I. GENERAL					
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
III. FPL INFRASTRUCTURE					
IV. CARRIERS					
V. FPL STREETLIGHT INFRASTRUCTURE					
VI. BOND					
SUBTOTAL					
AWARD: Base Bid Total =					\$
Written in Words: _____					

					\$

WR 11341323 - CITY OF DESTIN CONVERSION - UG FOR CONSTRUCTION



LEGEND

- PROPOSED FEEDER SPLICE BOX (DCS UN-18.0.0)
- PROPOSED PRIMARY SPLICE BOX (DCS UN-19.0.0)
- EXISTING PORT JUNCTION (DCS UH-63.0.0)
- PROPOSED PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
- EXISTING PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
- EXISTING OPEN WYE-OPEN DELTA TRANSFORMER (DCS I-68.0.2)
- PROPOSED PADMOUNTED DISCONNECT SWITCH (DCS C-32.0.1, 32.0.2, 32.0.3)
- EXISTING SOLID BLADE SWITCH (UH-20.0.0 F1)
- PROPOSED DISCONNECT SWITCH (UH-15.3.1)

TWNP:00S. RNg:00E. SEC:00 QTR:_____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY	C. OCHOA	CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
Initials		Foreman's Signature		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY	C.OCHOA	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE	11/14/22	
Supervisor's Signature		Date		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		CITY		DR. DIST.	COUNTY AIR		STATE RD	FAA	
Foreman's Signature		Date		Posted by		WMD		RR XING	COUNTY RD.	TRANSM.			
						Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐					
												DWG NO. GP	
												WR:11341323WRD011-34-323	

GENERAL NOTES:

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

CONSTRUCTION NOTES - WR# 11341247

REQUIRED DRAWINGS
FOR CONSTRUCTION NOTES SEE DWG#

COORDINATE WITH:
WR 11341326 - OH FDR Hardening
WR 11341335 - OH Equivalent
WR 11341340 - OH Make Ready
WR 11341346 - OH Removal

STANDARD NOTES
ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRIC MARKER (XXX') DENOTED CABLE PULL DISTANCE
UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
INSTALL NEUTRAL BOND FOR COMMUNICATIONS COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S., G-11.0.0
GENERAL GROUNDING, GUYING AND U-GUARD NOTES:
- U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES - USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES - USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION. FOR SHORTER SECTIONS, USE AT LEAST 6 TAPCON FASTENERS.
- BACK PLATE (UH-14.0.1) REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES)
- GUYING (DCS D-2.0.0) - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
- RISERS (DCS G-10.1.0 AND G-10.2.0) - BOND ALL METAL RISER CONDUITS ON POLES.
- GROUND RODS (DCS G-3.0.1) - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ADDITIONAL CONSTRUCTION NOTES

LOC 1.4:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 1.5:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON N. QUAD OF POLE

LOC 3.4:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 2
- INSTALL 1-5" U-GRD ON S. QUAD OF POLE

LOC 4.8:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 8.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 17.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 23.2:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 24.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 33.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. FACE OF POLE

LOC 40.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 47.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 57.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 62.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 61.7:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 65.1:

- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

PME DEADFRONT PAD MOUNTED SWITCHGEAR
PME-9
- INSTALL 15KV PME-9 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 30, 34, 35, 39, 40, 42, 44, 45, 47, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 65, 66, 67, 68, & 69

PME-11
- INSTALL 15KV PME-11 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 1, 6, 7, 13, 17, 18, 33, 62, 63, & 64

3PH 1200KVAR PAD-MOUNTED CAPACITOR BANK
- INSTALL 15KV 200A 95KV BIL 1200KVAR PAD-MOUNTED CAPACITOR BANK PER DCS J-4.0.0
- INSTALL CONCRETE PAD PER UX-108.0.0
LOC 34.1, 44.8, 59.7, & 64.1

SINGLE PHASE PMTX
- INSTALL ALL SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS (25KVA TRHOUGHT 75KVA) PER DCS I-65.1.1
- INSTALL ALL 100KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-65.0.1
- INSTALL ALL 167KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-62.0.1
- INSTALL ALL CONCRETE PADS PER UX-117.0.0

NEW 25KVA PMTX:
LOC 1.3, 4.1, 4.2, 4.7, 5.7, 5.9, 6.4, 9.1, 10.2, 11.1, 12.1, 13.1, 15.2, 16.2, 20.2, 25.7, 25.8, 34.6, 34.14, 34.16, 42.1, 47.11, 47.15, 51.1, 54.1, 54.2, 54.3, 54.4, 54.7, 56.8, 59.2, 61.9, 64.2, 64.3, & 64.4

EXISTING 25KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.4, 34.3, 34.12, 34.13, 34.16, & 56.12

EXISTING 37.5KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.3

NEW 50KVA PMTX:
LOC 25.3, 25.4, 26.1, 26.4, 26.7, 26.8, 34.9, 39.1, 39.2, 39.6, 42.2, 44.6, 47.5, 47.9, 58.1, 59.3, 61.5, 61.7, & 61.11

EXISTING 50KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.15

NEW 75KVA PMTX:
LOC 26.9, 44.2, 47.4, 56.2, & 61.1

EXISTING 75KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 25.2, 25.5, & 59.2

NEW 100KVA PMTX:
LOC 34.17, 44.1, 56.15, & 61.3

EXISTING 100KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 51.4, 56.6, 56.7, & 56.11

NEW 167KVA PMTX:
LOC 39.4

EXISTING 167KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.3, 39.3, & 51.3

3 PHASE OPEN DELTA PMTX
- INSTALL ALL 3PHASE OPEN DELTA DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-68.0.2
- INSTALL ALL CONCRETE PADS PER UX-115.0.0

EXISTING 25/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.19

EXISTING 37.5/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 5.3

NEW 50/25KVA OPEN DELTA PMTX
LOC 5.1, 11.2, 42.4, 44.4, & 59.1

EXISTING 50/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.4

NEW 50/50KVA OPEN DELTA PMTX
LOC 54.6 & 61.5

NEW 75/25KVA OPEN DELTA PMTX
LOC 34.7 & 39.5

EXISTING 75/37.5KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.5

NEW 75/50KVA OPEN DELTA PMTX
LOC 10.1

NEW 100/25KVA OPEN DELTA PMTX
LOC 47.2

NEW 100/50KVA OPEN DELTA PMTX
LOC 42.3

NEW 167/25KVA OPEN DELTA PMTX
LOC 44.5

3 PHASE PMTX
- INSTALL ALL 3PHASE DEADFRONT LOOP STYLE PADMOUNTED TRANSFORMERS (75KVA THROUGH 750KVA) PER DCS I-70.0.1
- INSTALL ALL CONCRETE PADS PER UX-114.0.0

EXISTING 3 PHASE 112KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.2 & 47.6

NEW 3 PHASE 150KVA (120/208V)
LOC 5.8, 11.9, 16.1, 20.1, 26.2, 26.6, 26.11, 34.8, 44.3, 47.8, 54.5, 58.4, & 61.2

NEW 3 PHASE 150KVA (277/480V)
LOC 6.3

EXISTING 3 PHASE 150KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 11.4, 39.7, 47.13, 47.14, & 56.13

EXISTING 3 PHASE 225KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.6, 5.4, 6.1, 6.6, 10.4, 44.7, 47.25, 58.2, & 59.4

NEW 3 PHASE 300KVA (120/208V)
LOC 26.3, 26.5, 56.1, 59.6, & 61.4

EXISTING 3 PHASE 300KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.5 & 56.21

NEW 3 PHASE 500KVA PMTX (120/208V):
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 6.2

EXISTING 3 PHASE 500KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.4, 5.12, & 11.7

EXISTING 3 PHASE 750KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.5, 5.6, 22.4, & 51.5

EXISTING 3 PHASE 1000KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 1.1, 2.1, & 11.5

SPLICE BOX INSTALLATION
NEW 5'X10' FEEDER SPLICE BOX
- INSTALL ALL 5'X10' FEEDER SPLICE BOXES PER DCS UN-18.0.0
- INSTALL 1K-1K STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.9, 12.01, 14.01, 18.01, 22.6, 23.1, 63.01, 64.01, & 67.01

NEW 48" PRIMARY SPLICE BOX
- INSTALL ALL 48" PRIMARY SPLICE BOXES PER DCS UN-19.0.0
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 1.2, 2.2, 2.21, 4.41, 5.2, 5.5, 5.13, 5.31, 5.71, 6.5, 6.21, 9.2, 10.3, 11.3, 11.6, 11.8, 11.11, 11.41, 11.81, 12.2, 13.2, 15.1, 15.6, 15.31, 19.1, 19.2, 20.4, 22.1, 22.5, 22.25, 25.1, 25.6, 34.31, 39.8, 47.3, 47.7, 47.12, 51.2, 51.6, 56.3, 56.4, 56.9, 56.14, 56.17, 58.3, 59.5, 64.21, 67.2, 68.1, 69.1, & 69.2

EXISTING 48" PRIMARY SPLICE BOX
- TIE INTO EXISTING PRIMARY SPLICE BOX
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.3, 4.6, 5.11, 34.11, 56.16, & 56.18

EXISTING ABOVE GROND PEDESTAL
-TIE INTO EXISTING ABOVEGROUND PEDESTAL
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE PEDESTAL
LOC 14.1, 15.5, 66.1, 67.1, & 69.3

COMMERCIAL SVC SPANS
-CUSTOMER TO TRENCH/BACKFILL AND INSTALL CONDUIT, FPL CABLE AND METER CAN. ONCE ELECTRICAL INSPECTION OF NEW METER CAN IS COMPLETED BY CUSTOMER, FPL TO MAKE CONNECTIONS AND TAP UP SERVICE.
-ALL SPANS IN 2" CONDUIT UNLESS OTHERWISE NOTED

TWNP: 00S_ RNG: 00E_ SEC: 00_ QTR: _____

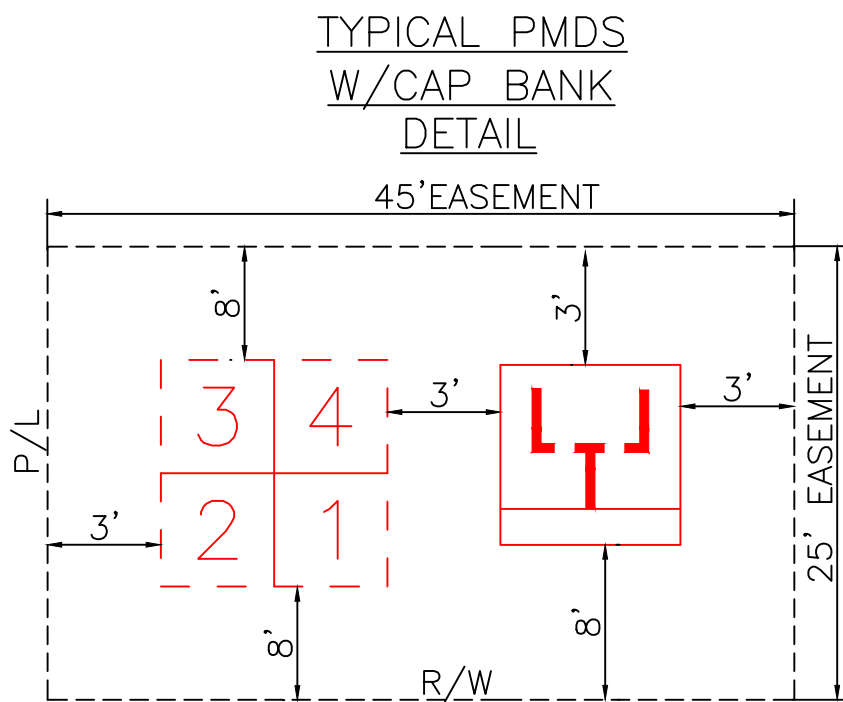
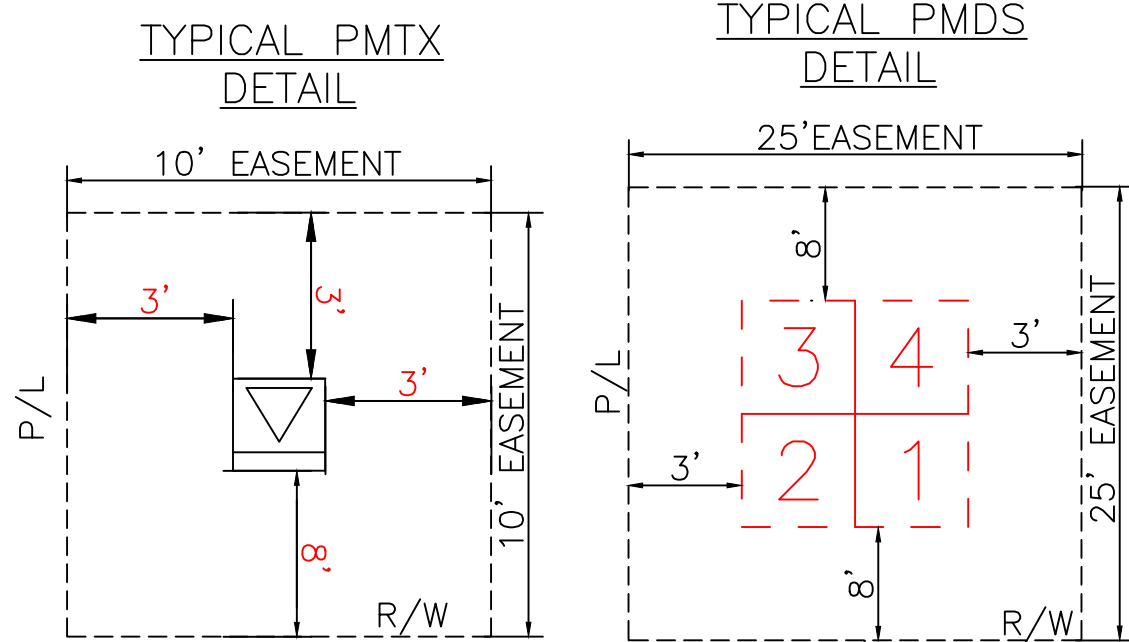
AS—BUILT COPY		AS—BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY—90 DESTIN/OKALOOSA, FL				
Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY						
Job CERTIFIED COMPLETED as shown on this AS—BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE						
Supervisor's Signature Date						CITY		DR. DIST.	COUNTY		AIR	STATE		RD	FAA	MAP NO.	—
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						WMD		RR	XING		COUNTY	RD.		TRANSM.			
Foreman's Signature Date						Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				DWG NO.			
0 20 40 80 FEET																WR: 11341323	WR: D0113—41—323

CAD NAME: NO—NAME

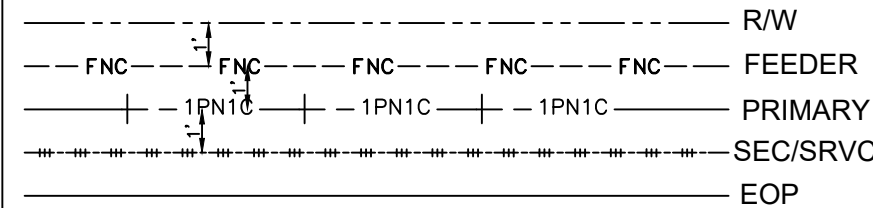
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PLOT DATE: 00/00/00

LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 1B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
	WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	

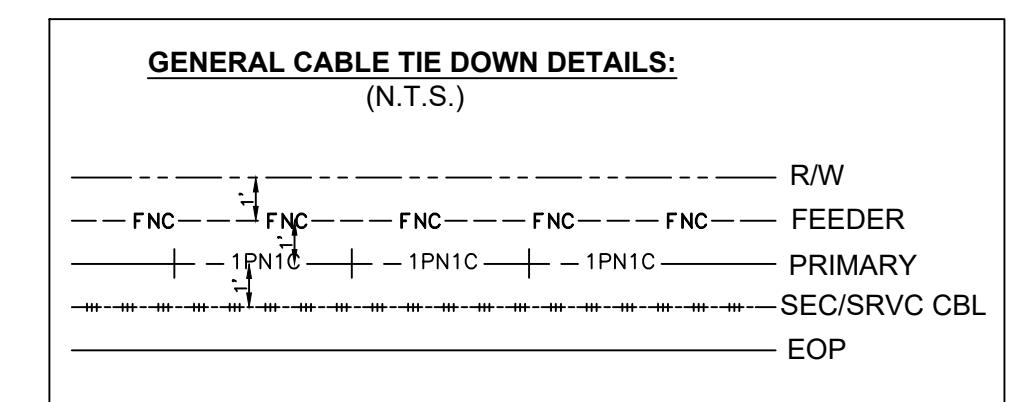
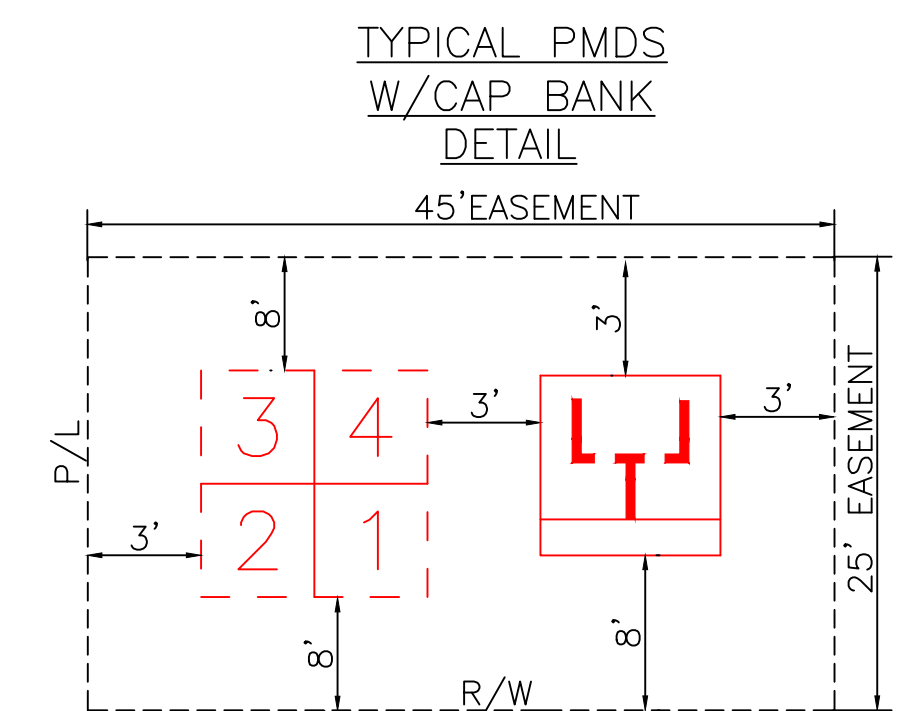
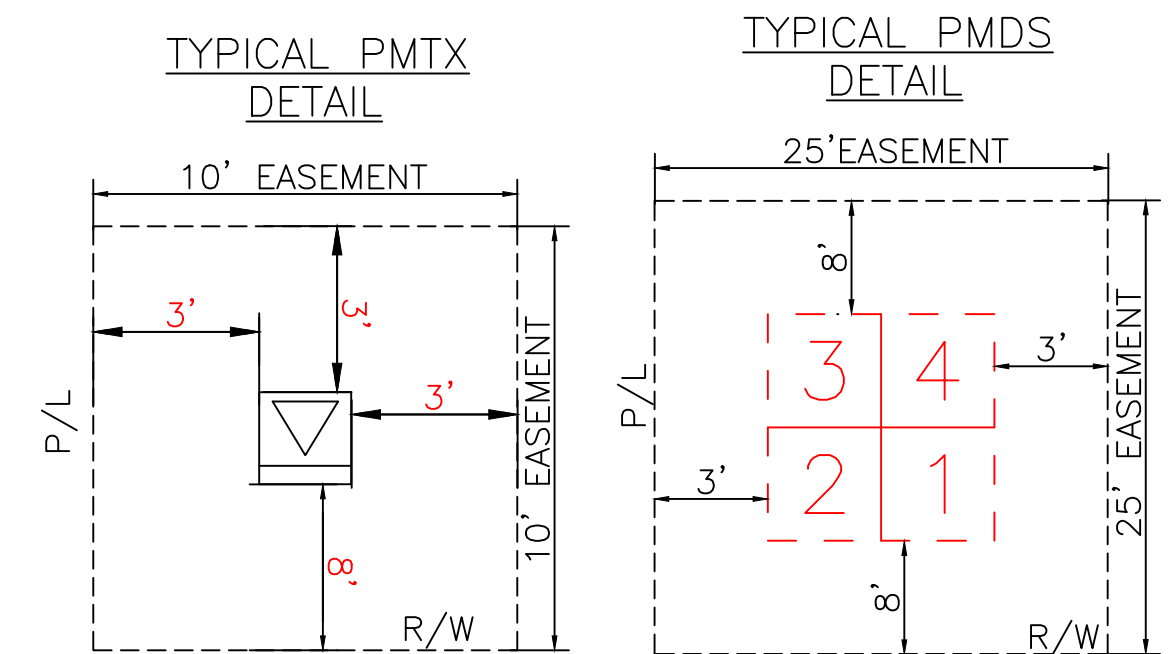
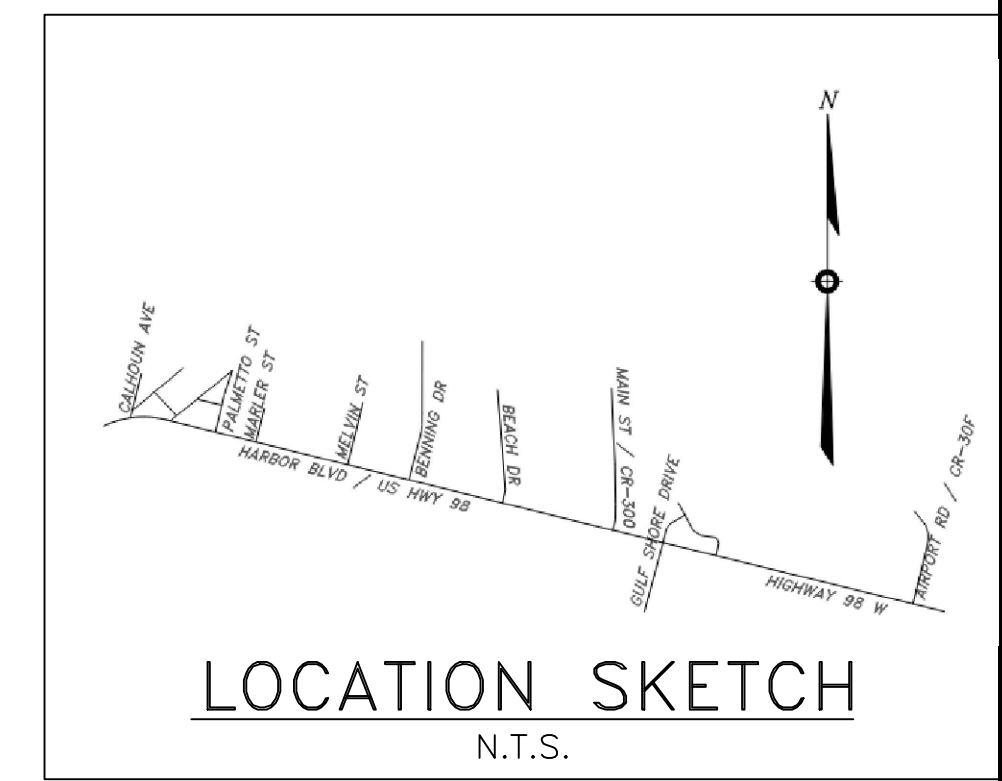
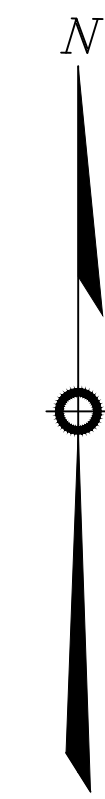
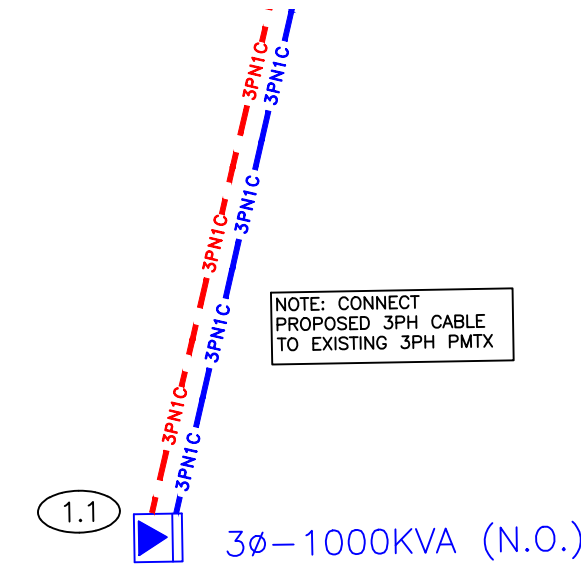


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL
DWG NO. PAGE 1
WR: 11341323 WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 1

1B



REFERENCE DWG's

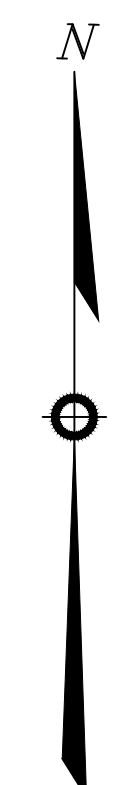
EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT RECORD CITY WMD DR. DIST. RR XING COUNTY AIR COUNTY RD. STATE RD. TRANSM. FAA		Posted by Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐			
Foreman's Signature _____ Date _____									

	DESIGNED BY		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
	DRAWN BY		
	DATE		
	MAP NO.	-	
			
DWG. NO. PAGE 1B WR-11341323 WR-D0113 - 41 - 323			



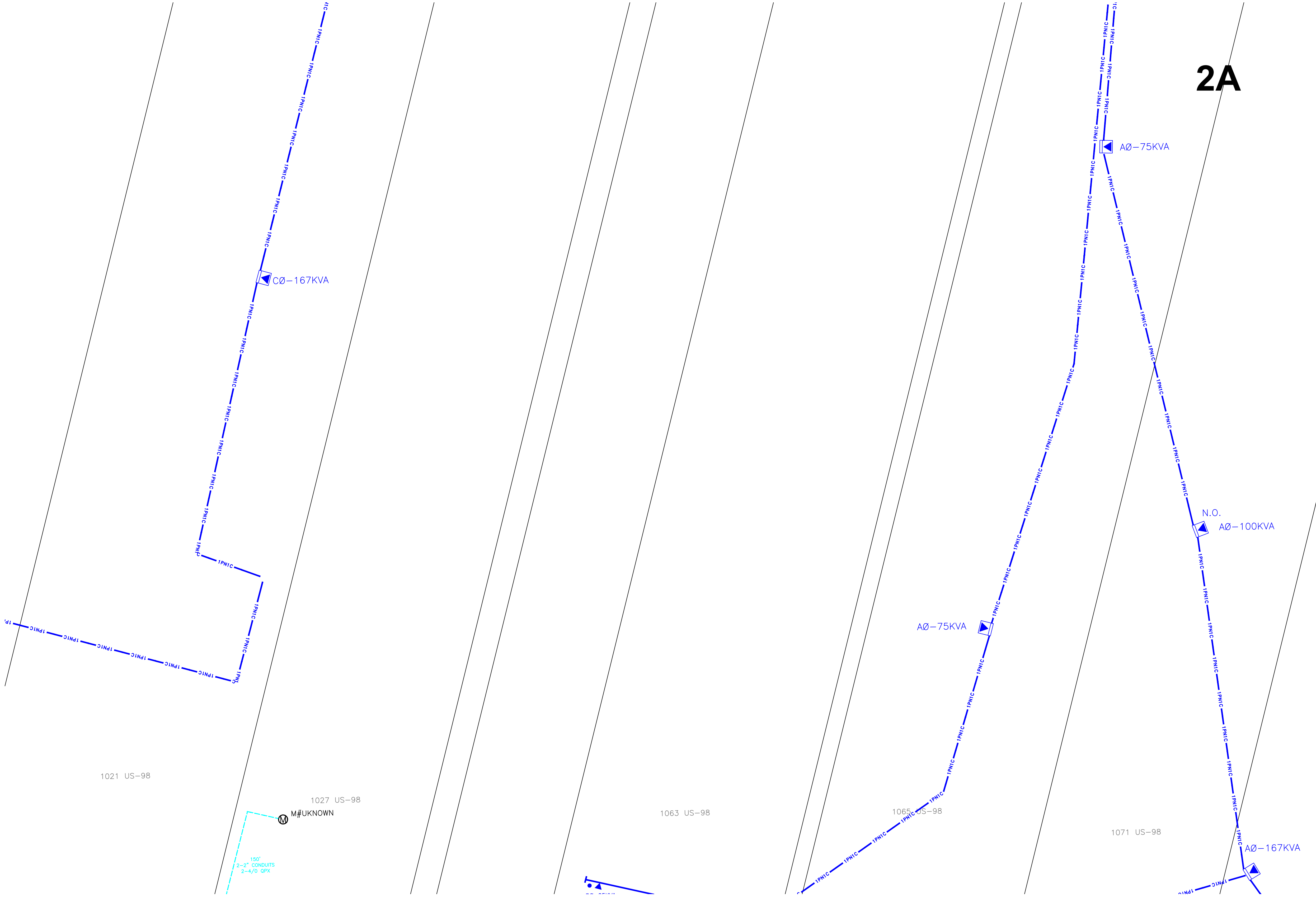
GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

----- R/W
----- FEEDER
----- PRIMARY
----- SEC/SRVCS CBL
----- EOP

M/A: NW	
CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 2
WR: 11341323	WR: D0113 - 41 - 323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

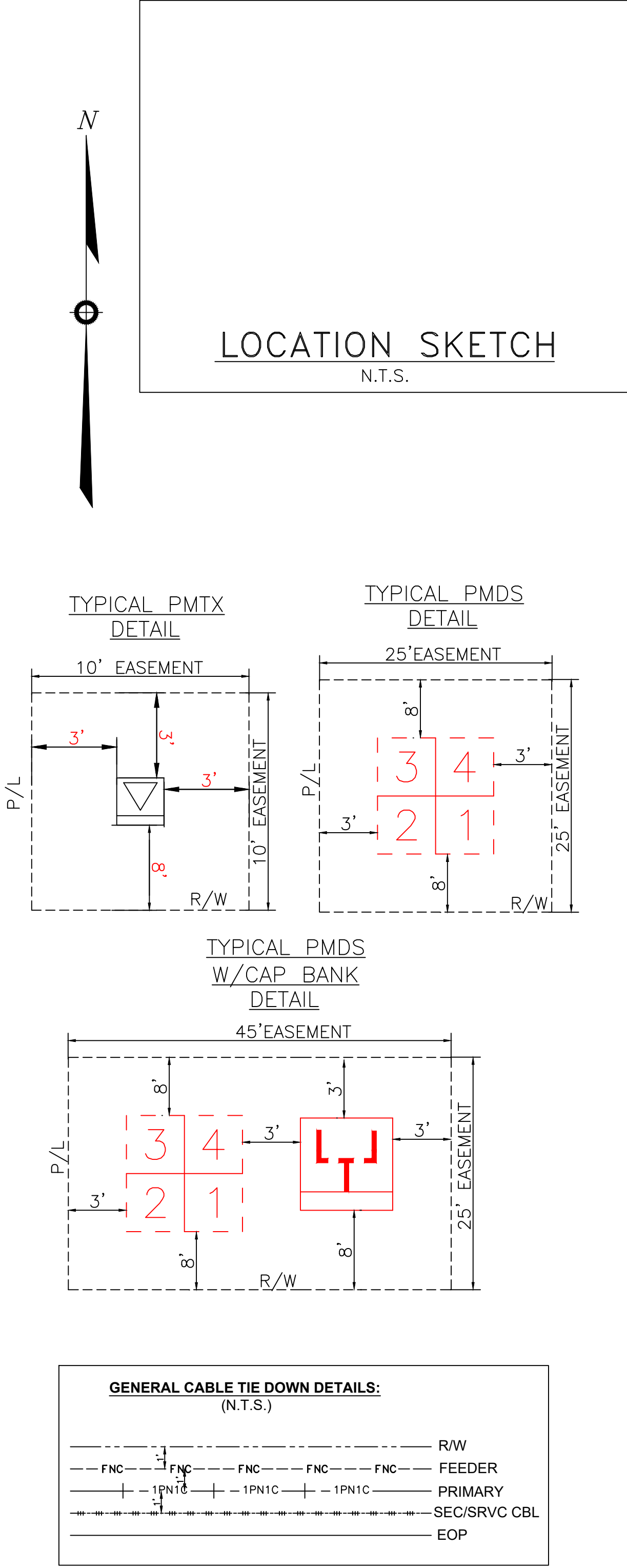
☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



FOR CONTINUATION SEE PAGE 2

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

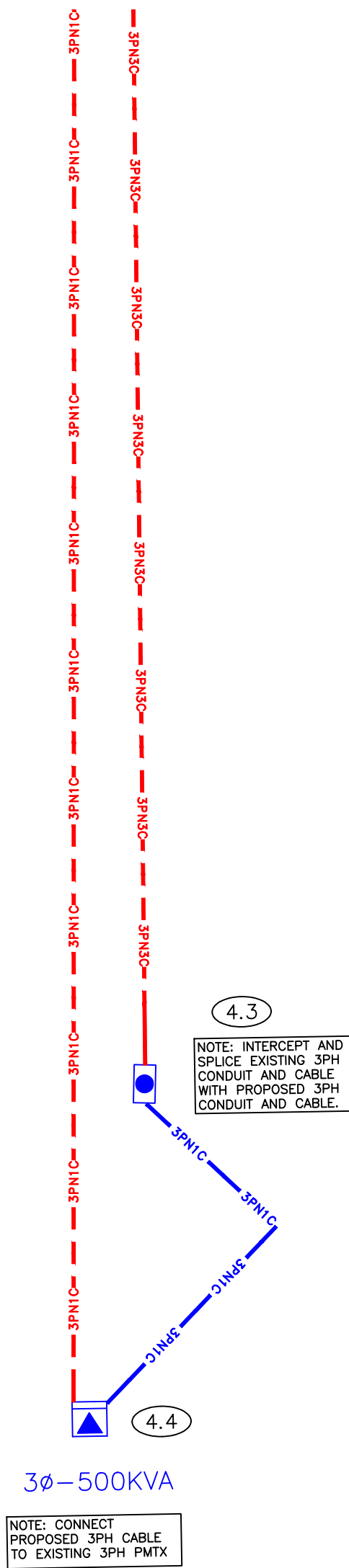
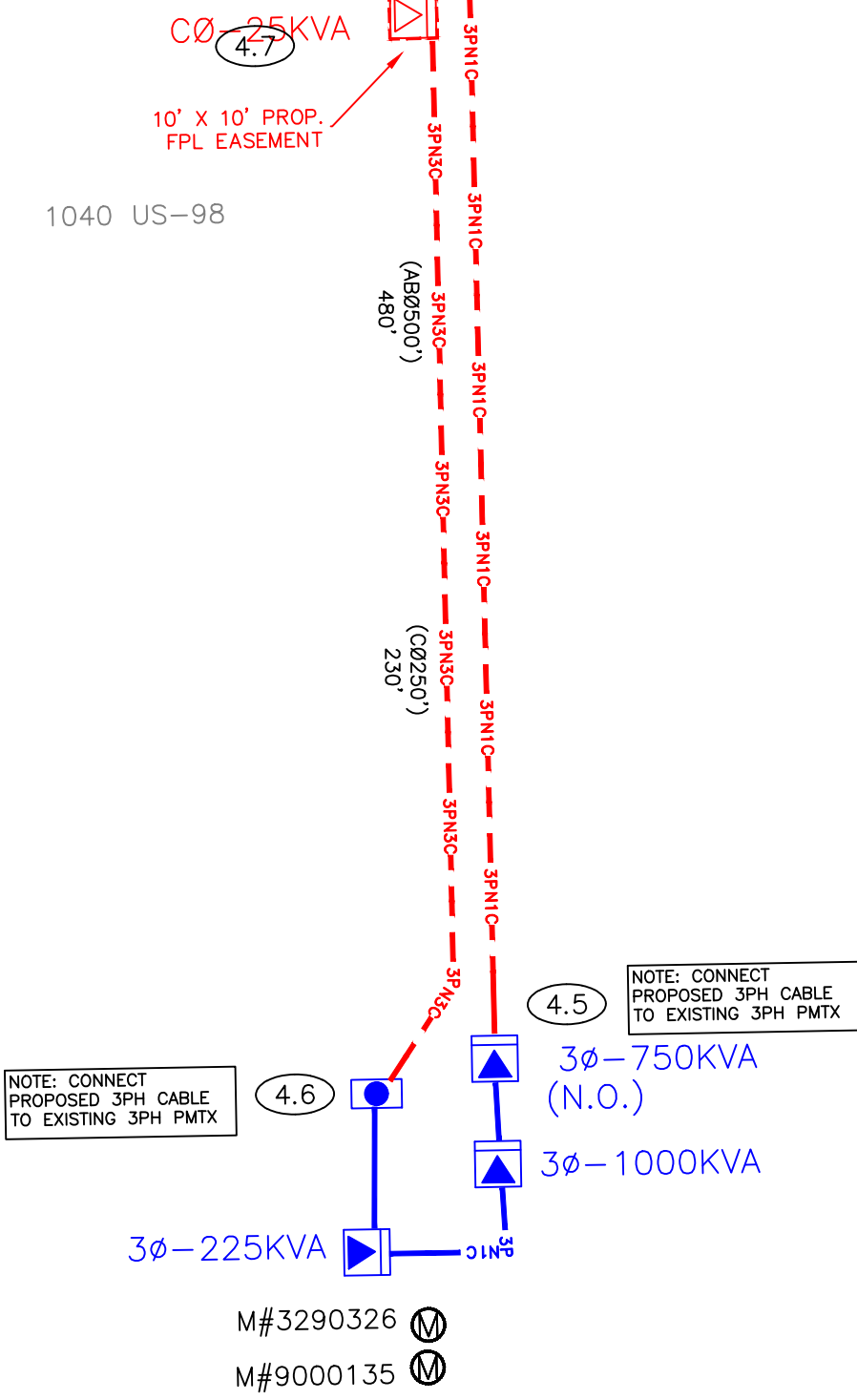
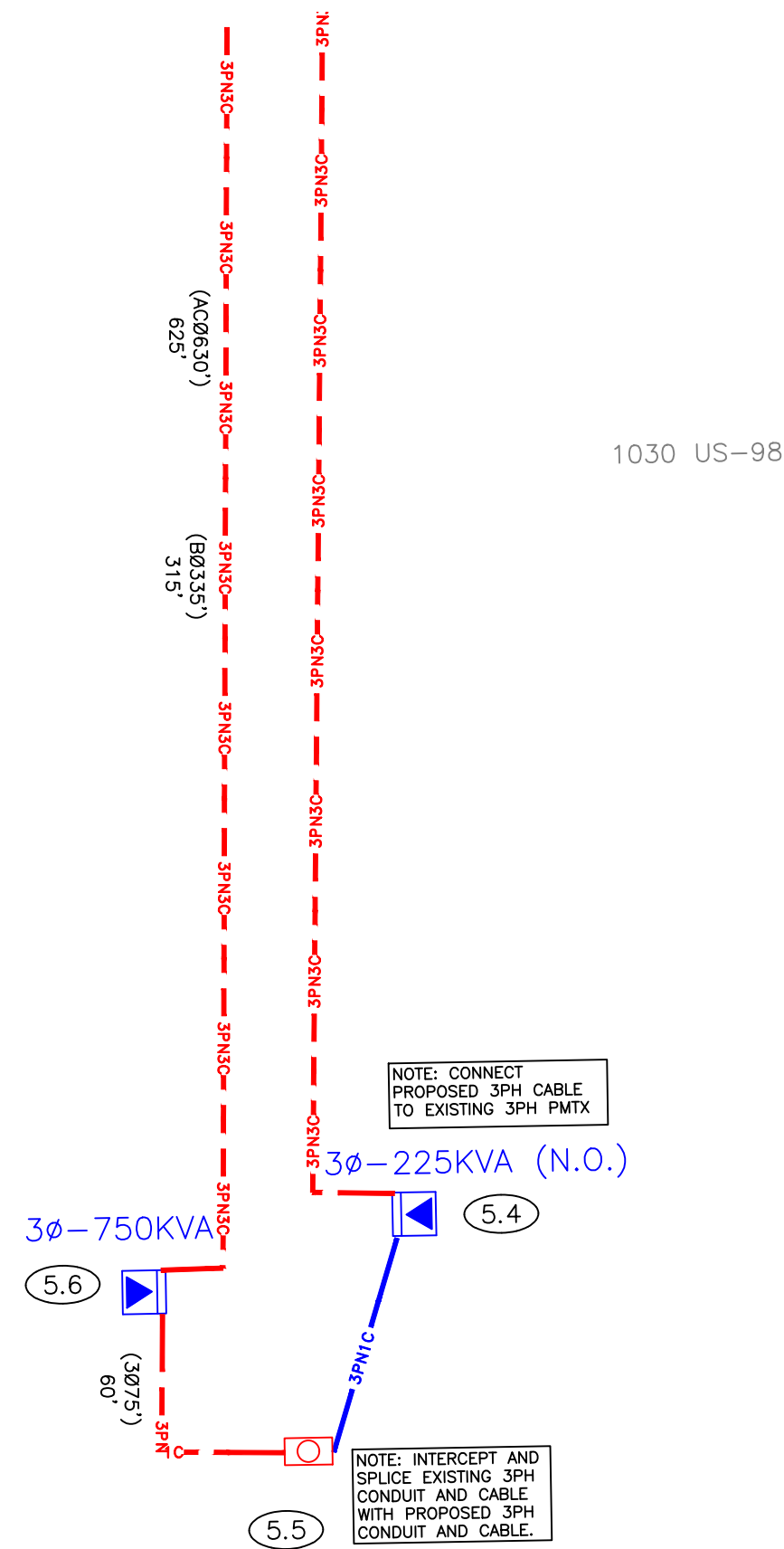


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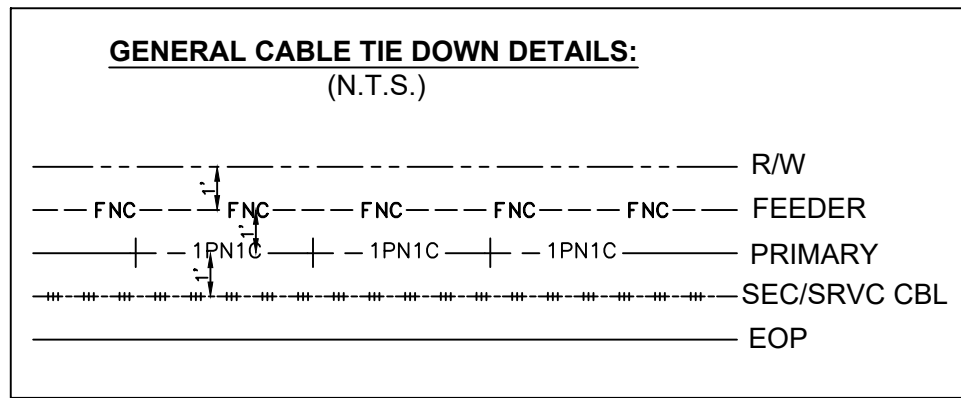
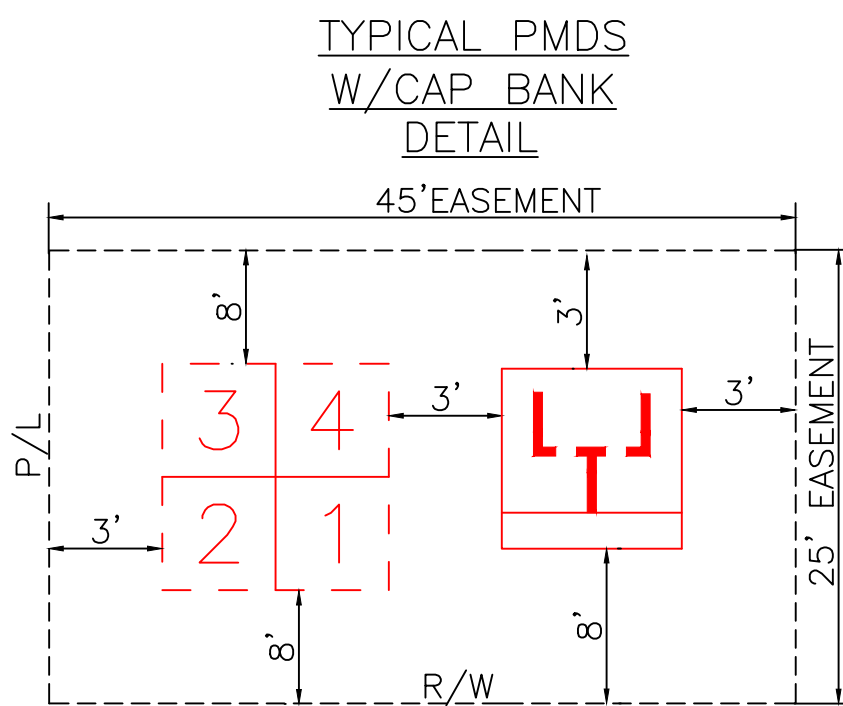
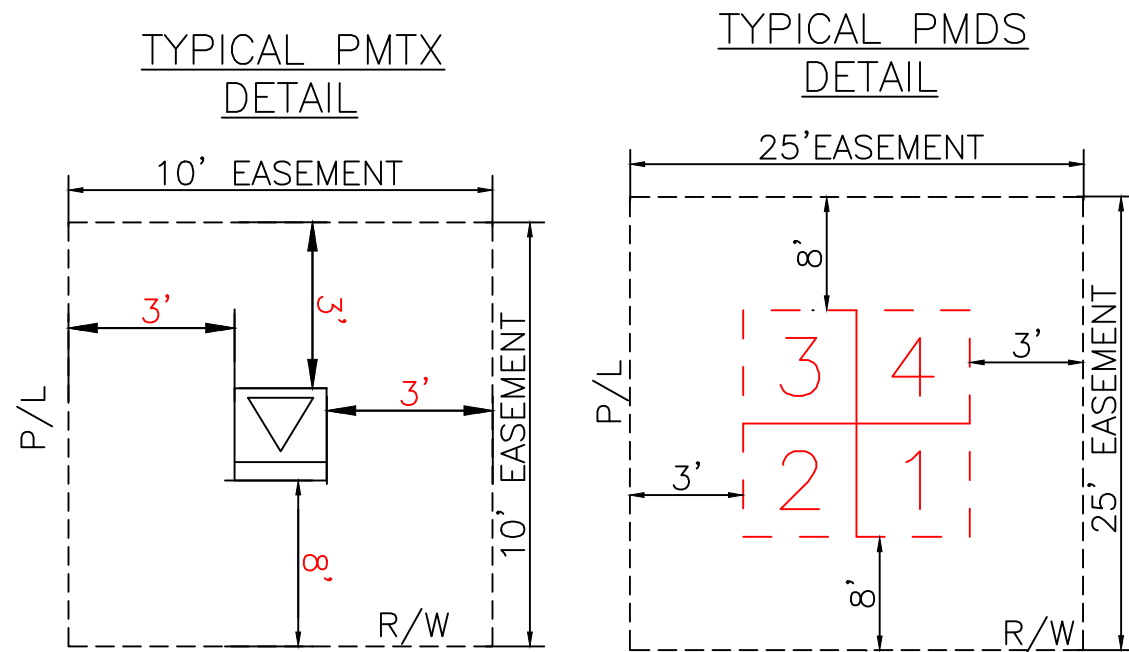
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Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet			Duct Bank Feet	DATE			
Supervisor's Signature				Date	CITY			DR. DIST.	COUNTY AIR		STATE RD	FAA
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature	Date	WMD		RR XING	COUNTY RD.		TRANSM.	
				Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		MAP NO.	-	DWG NO.		
								0 20 40 80 FEET		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 2A WR: 11341323 WR: D0113 - 41 - 323		

FOR CONTINUATION SEE PAGE 2



2B



REFERENCE DWG's

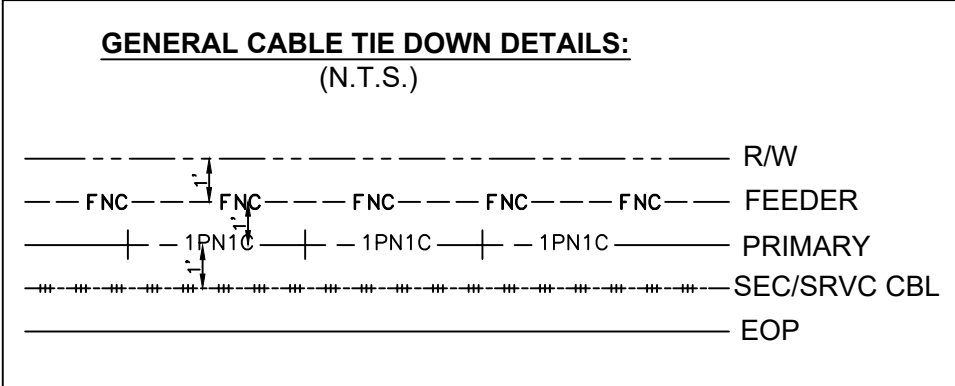
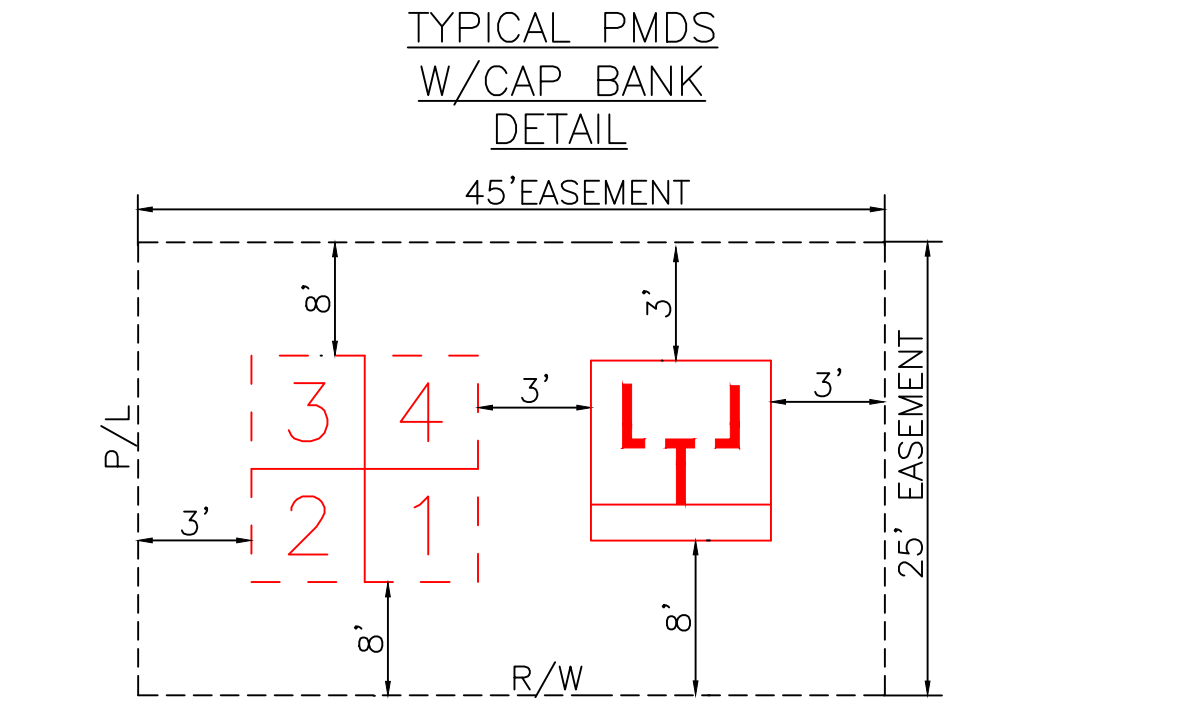
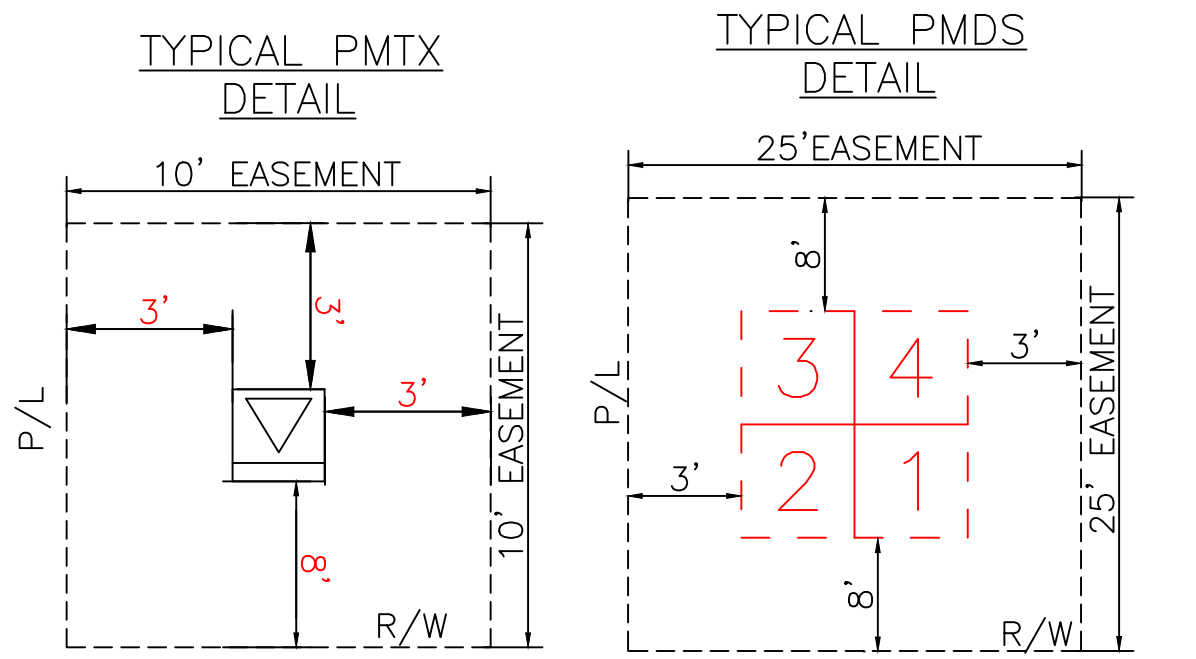
EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 2B DWG NO. 11341323 WR: D0113 — 41 — 323		
Initials	Cert. Date	Foreman's Signature	Date	Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet	Duct Bank Feet		DATE	
Supervisor's Signature									MAP NO.	-
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by		Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐			
Foreman's Signature		Date				0 20 40 80 FEET				

FOR CONTINUATION SEE PAGE 3A



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 4

FOR CONTINUATION SEE PAGE 2

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐							
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet							
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.				
Foreman's Signature				Posted by				Telephone Request?				YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐

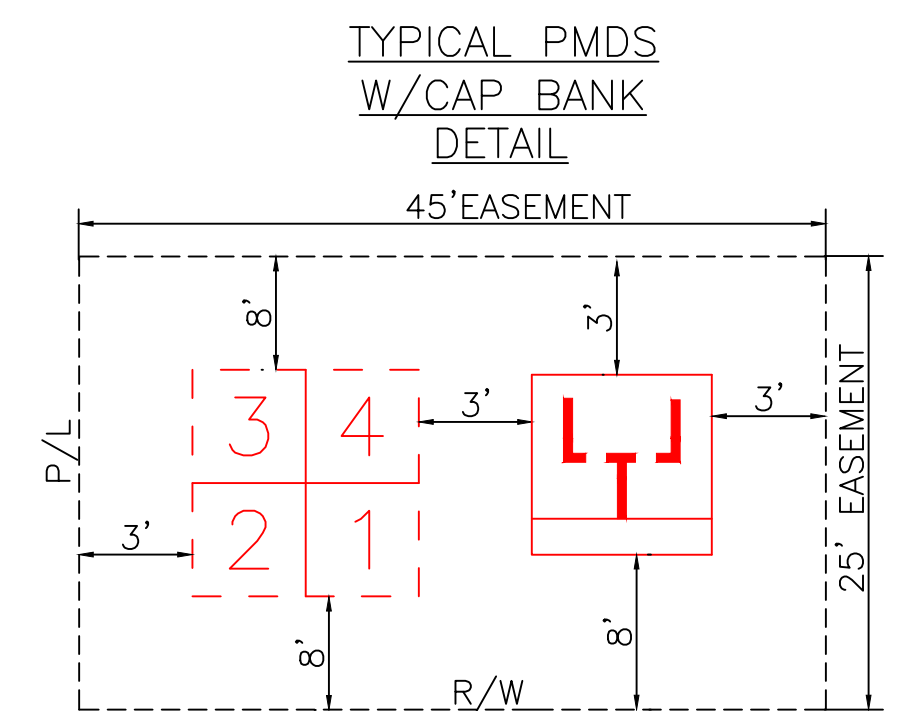
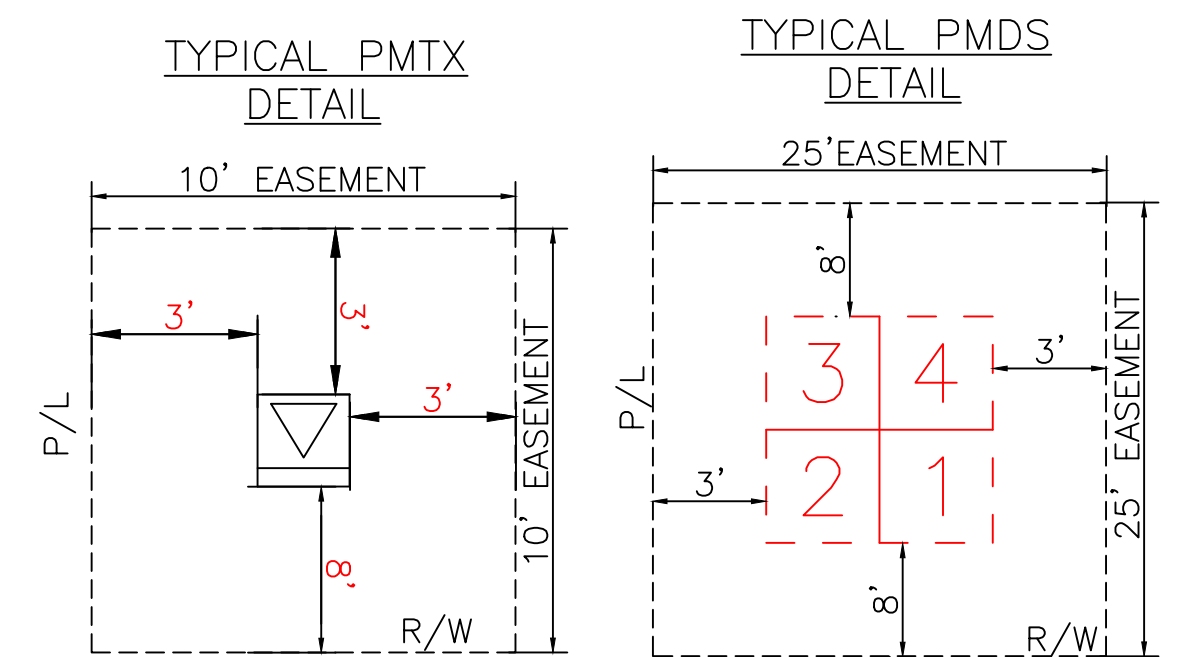
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	DRAWN BY						
	DATE						
	MAP NO.	-					
0 20 40 80 FEET		DWG NO.	PAGE 3				
		WR:	11341323	WR:	D0113	-	41-323

FOR CONTINUATION SEE PAGE 4

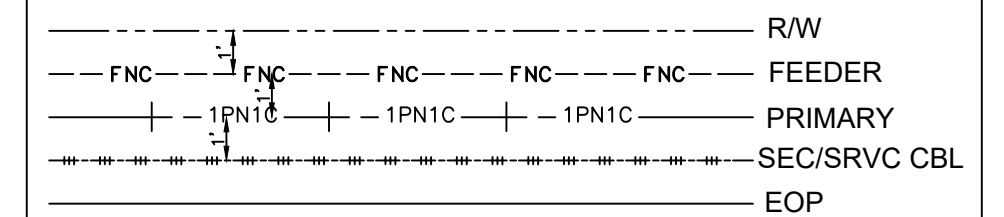
3A



LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 3

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

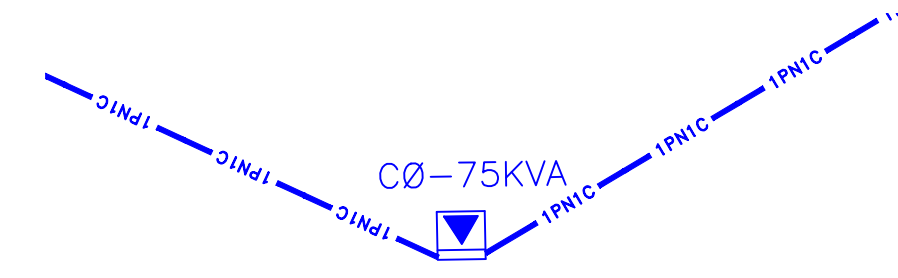
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

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Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT RECORD CITY DR. DIST. COUNTY AIR WMD RR XING COUNTY RD. TRANSM.		STATE RD FAA			
Foreman's Signature _____ Date _____								Posted by	



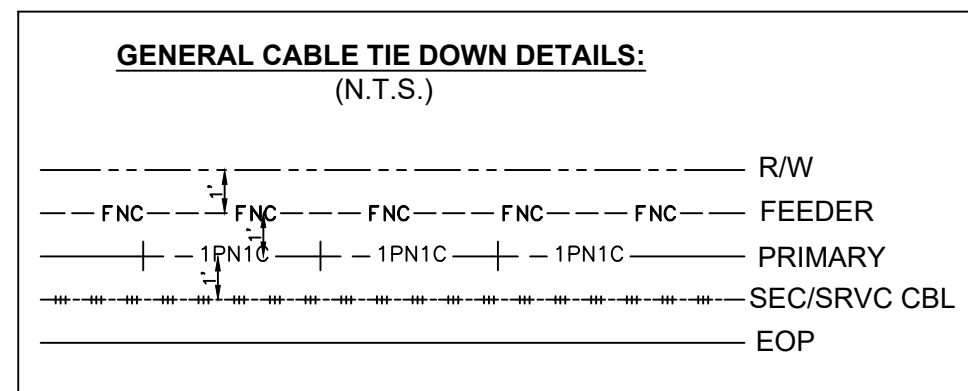
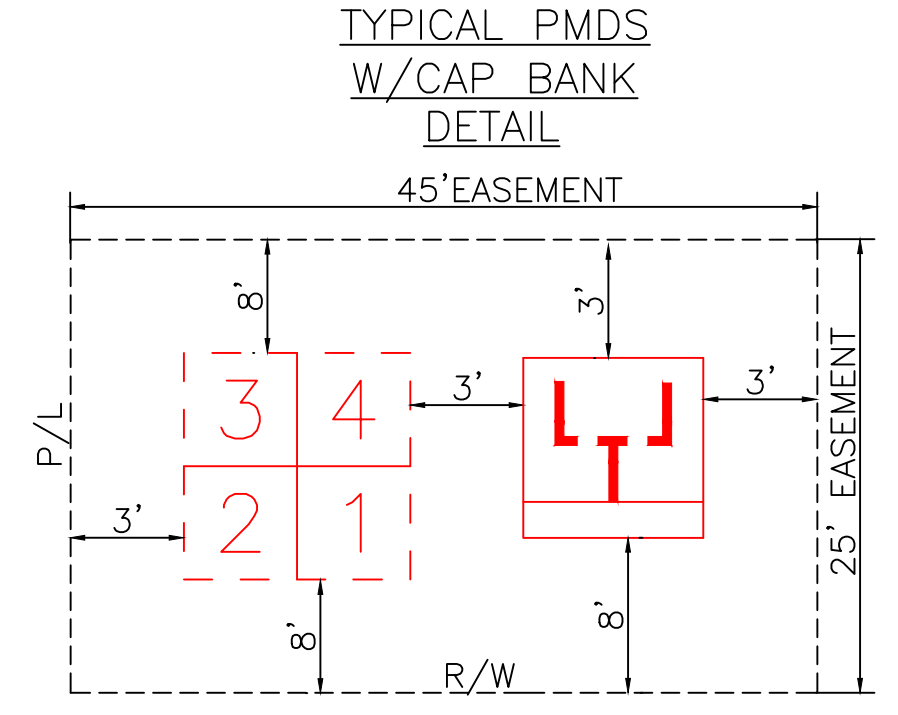
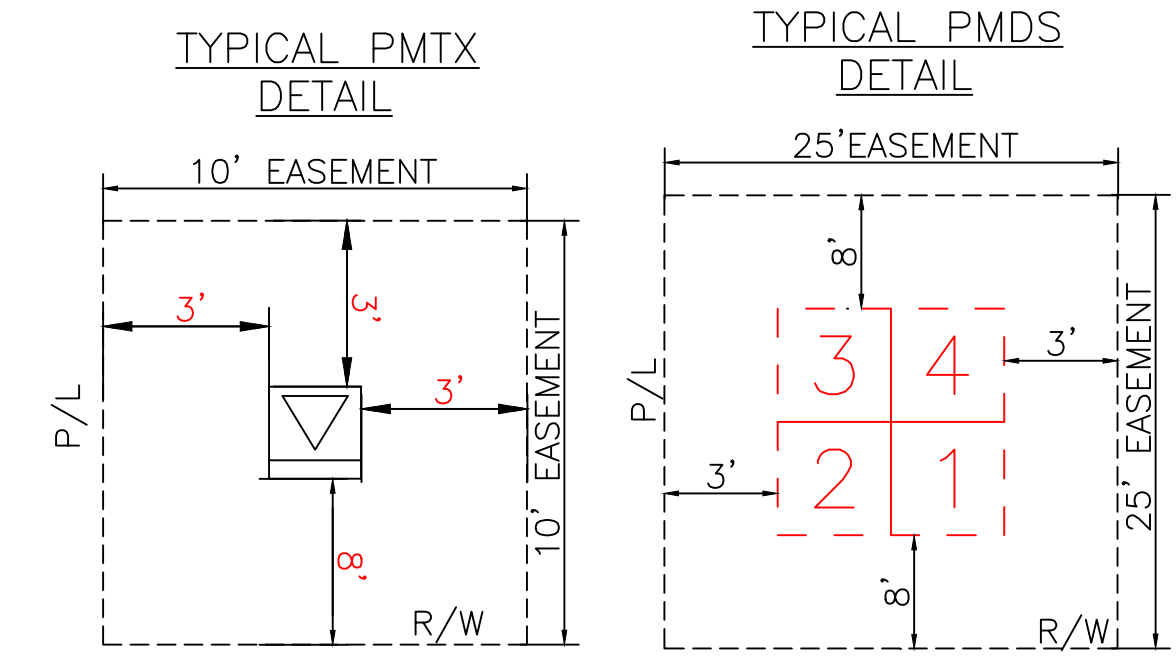
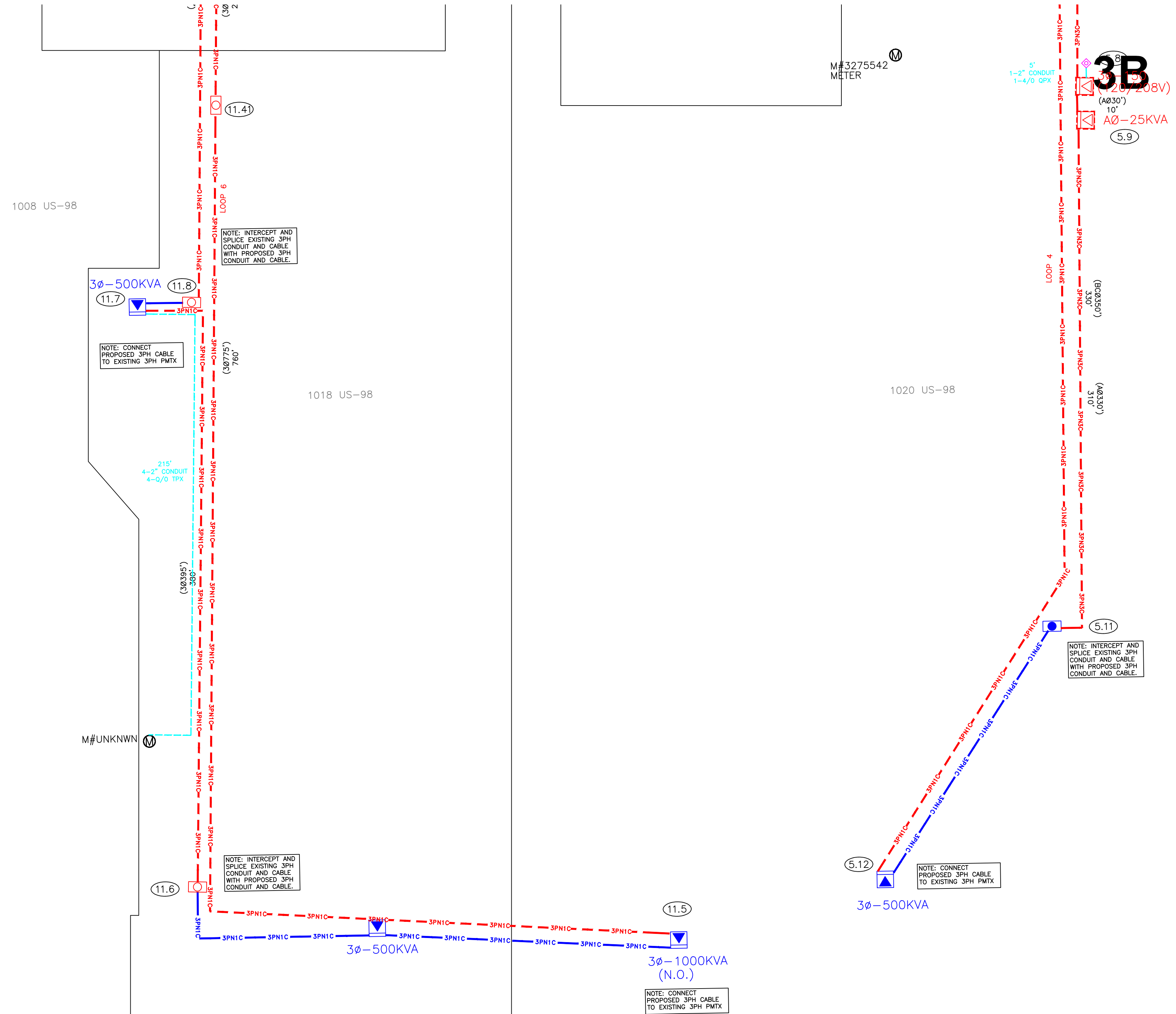
DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
DRAWN BY		
DATE		
MAP NO.	-	
		DWG NO. PAGE 3A WR: 1341323 WR: D0113 - 41 - 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME



☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 3



REFERENCE DWG's

EASEMENTS REQUIRED

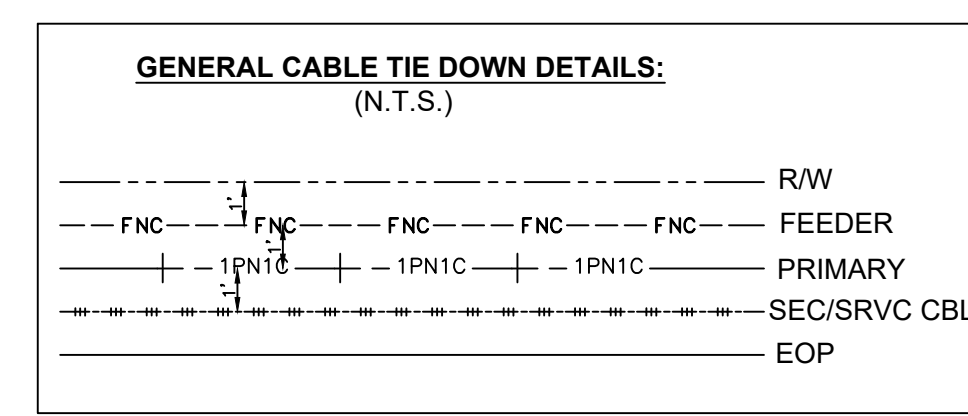
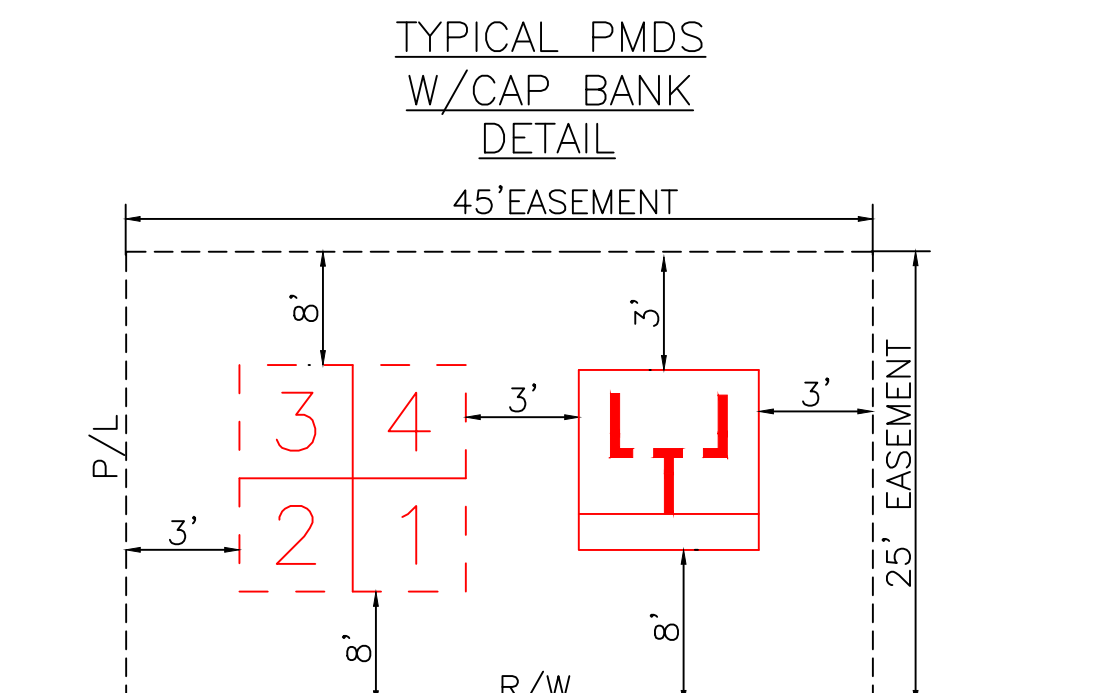
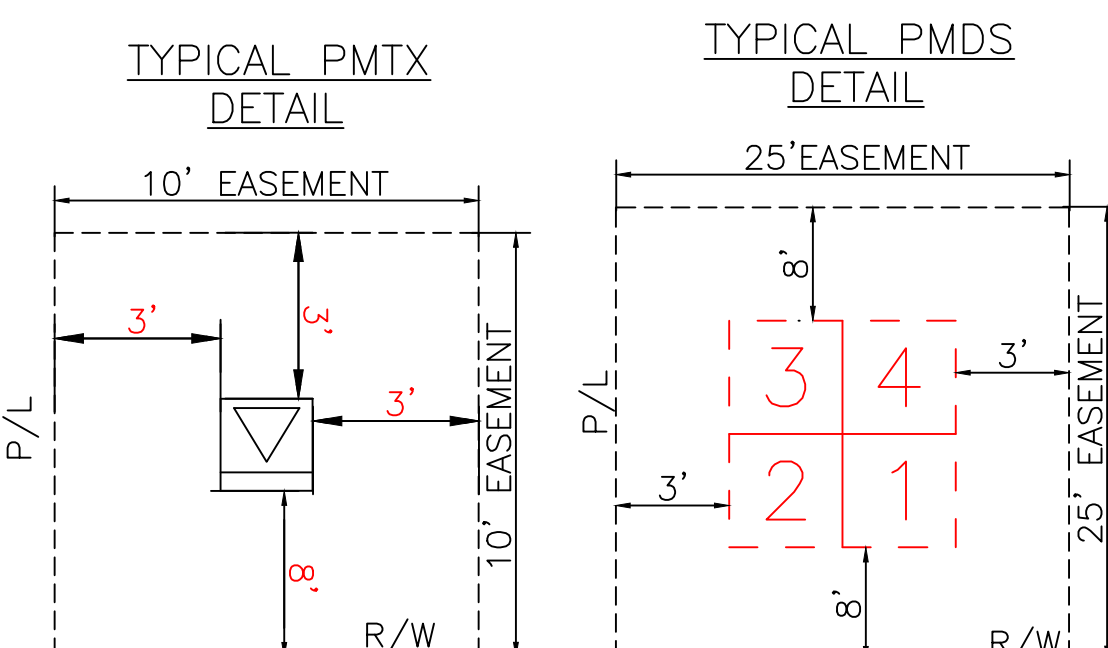
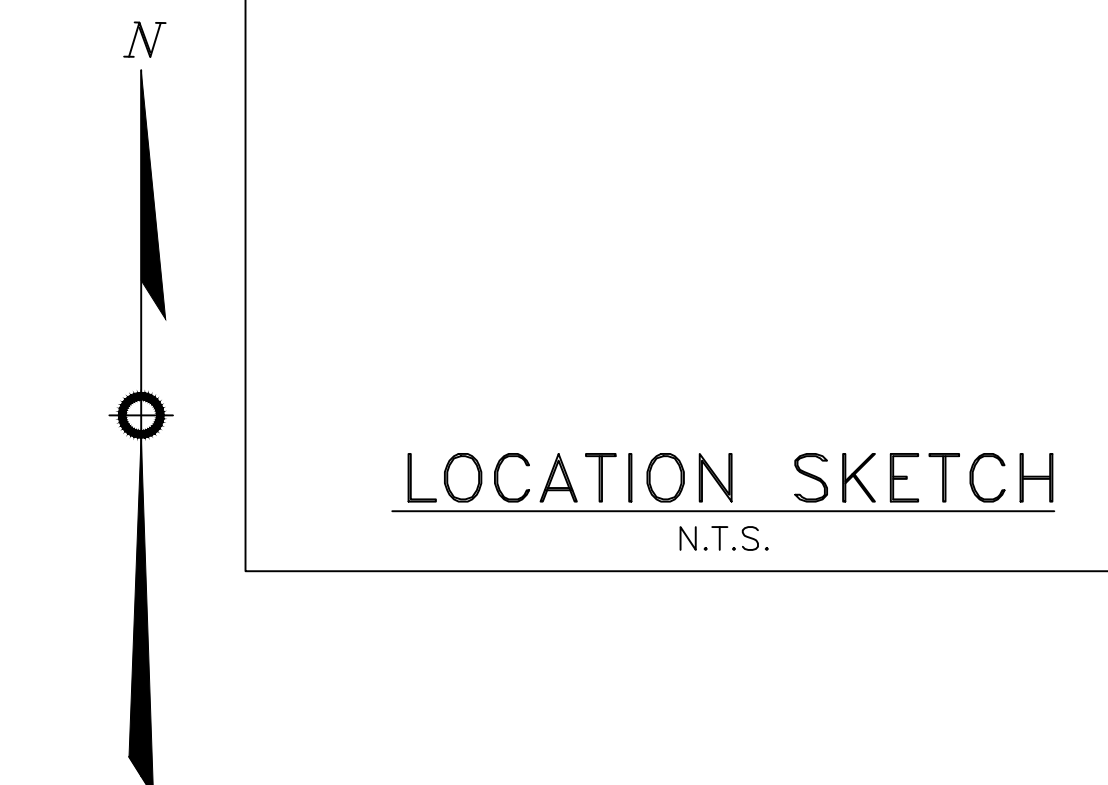
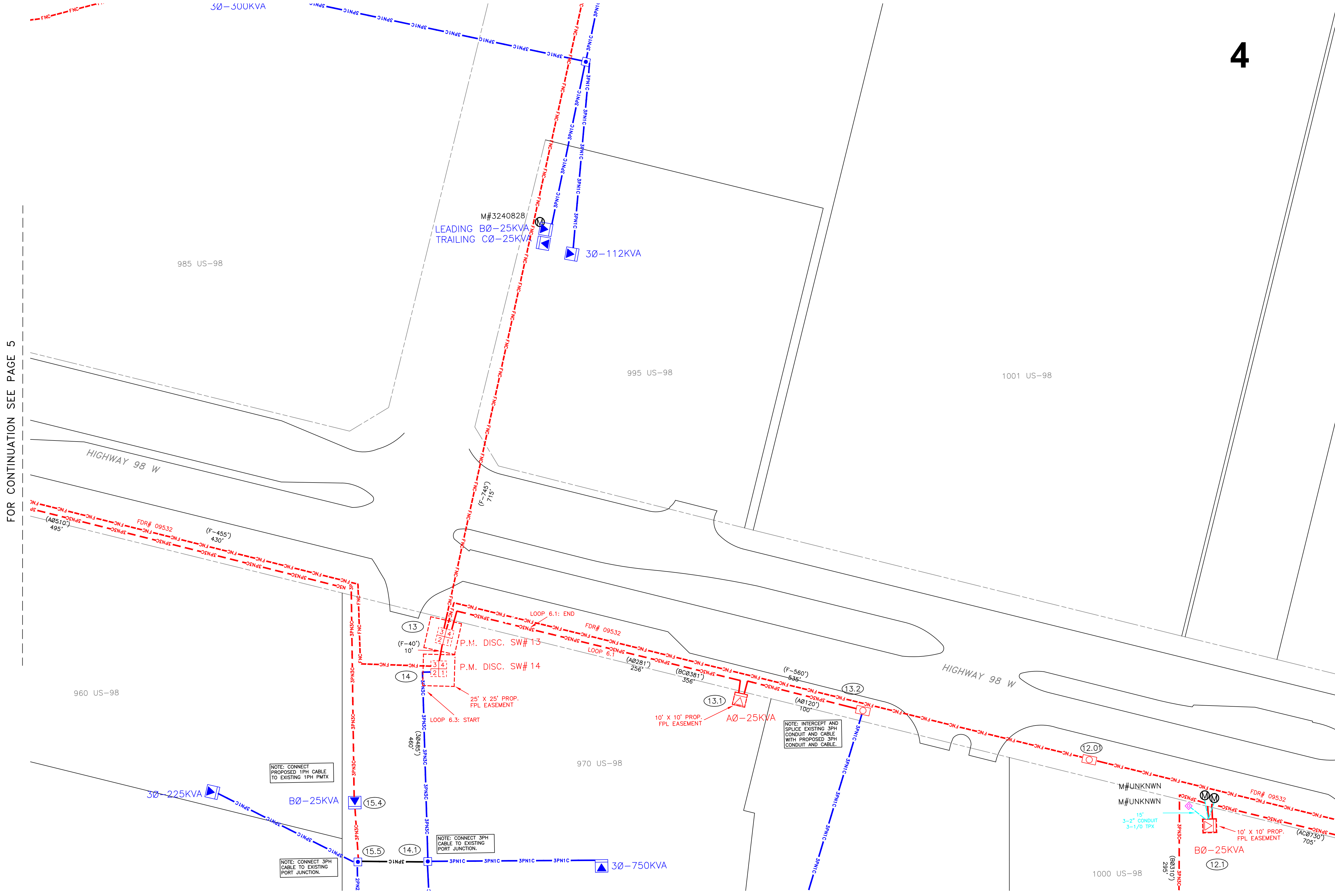
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 3B DWG NO. 11341323 WR: D0113 - 41 - 323	
Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Supervisor's Signature Date		Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Foreman's Signature Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			MAP NO.	-		
												0 20 40 80 FEET		

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



REFERENCE DWG's

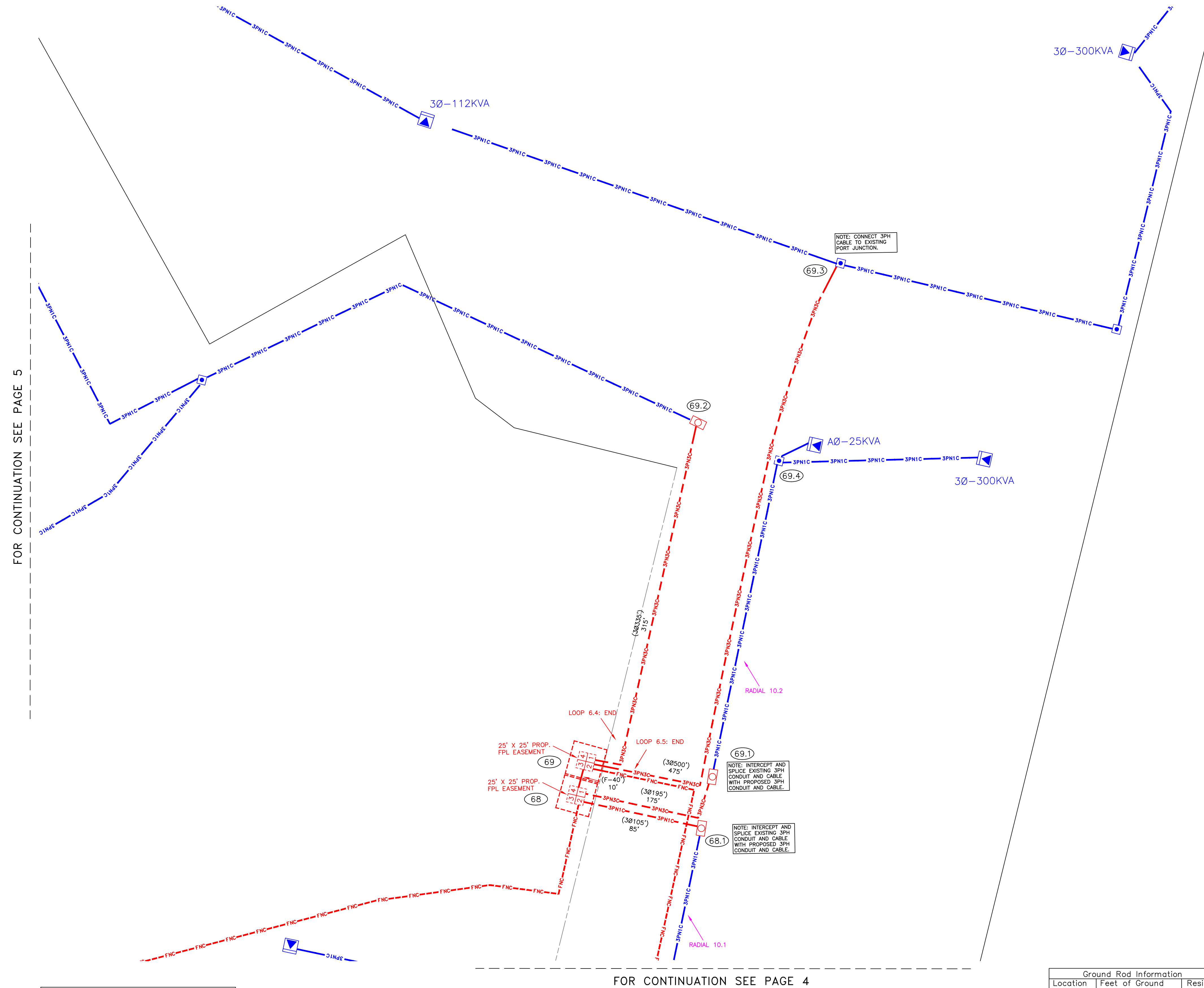
ROW AGREEMENT
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 4B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

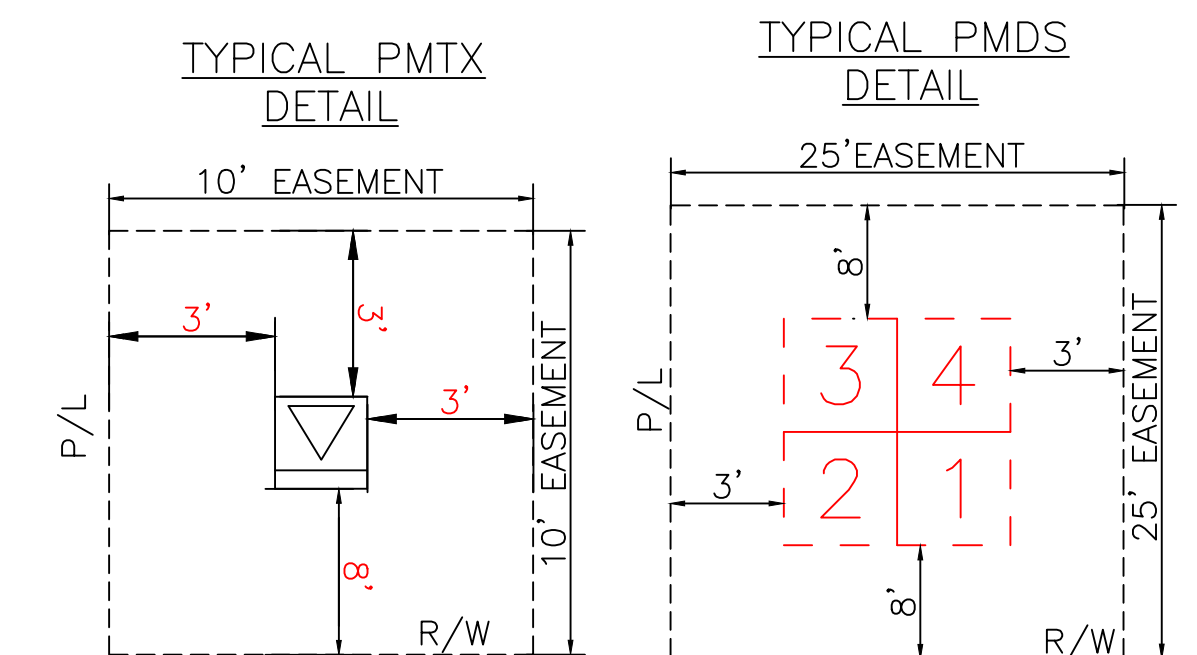
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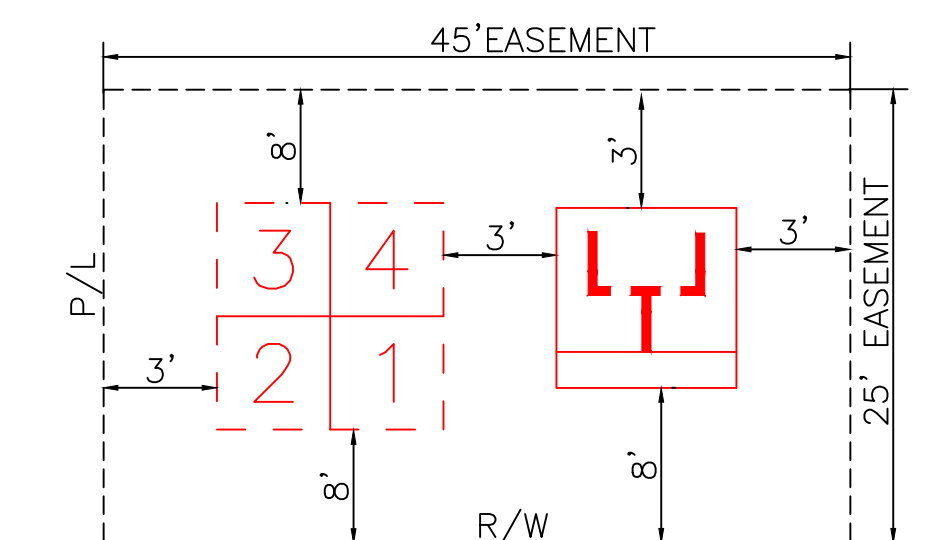
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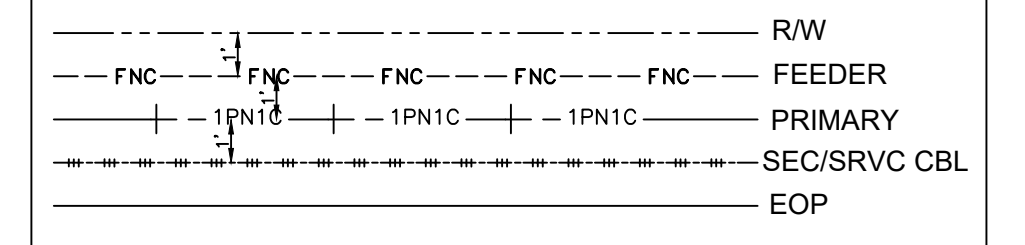
LOCATION SKETCH
N.T.S.



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

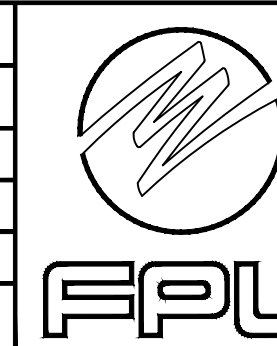
FOR CONTINUATION SEE PAGE 4

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐													
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/State? YES ☐ NO ☐													
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet													
Supervisor's Signature		Date		RECORD <table border="1" style="margin-left: 5px;"> <tr> <td>CITY</td> <td>DR. DIST.</td> <td>COUNTY</td> <td>STATE</td> <td>RD</td> <td>FAA</td> </tr> <tr> <td>WMD</td> <td>RR XING</td> <td>COUNTY AIR</td> <td>TRANS.</td> <td></td> <td></td> </tr> </table>		CITY	DR. DIST.	COUNTY	STATE	RD	FAA	WMD	RR XING	COUNTY AIR	TRANS.						
CITY	DR. DIST.	COUNTY	STATE			RD	FAA														
WMD	RR XING	COUNTY AIR	TRANS.																		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐													
Foreman's Signature		Date																			



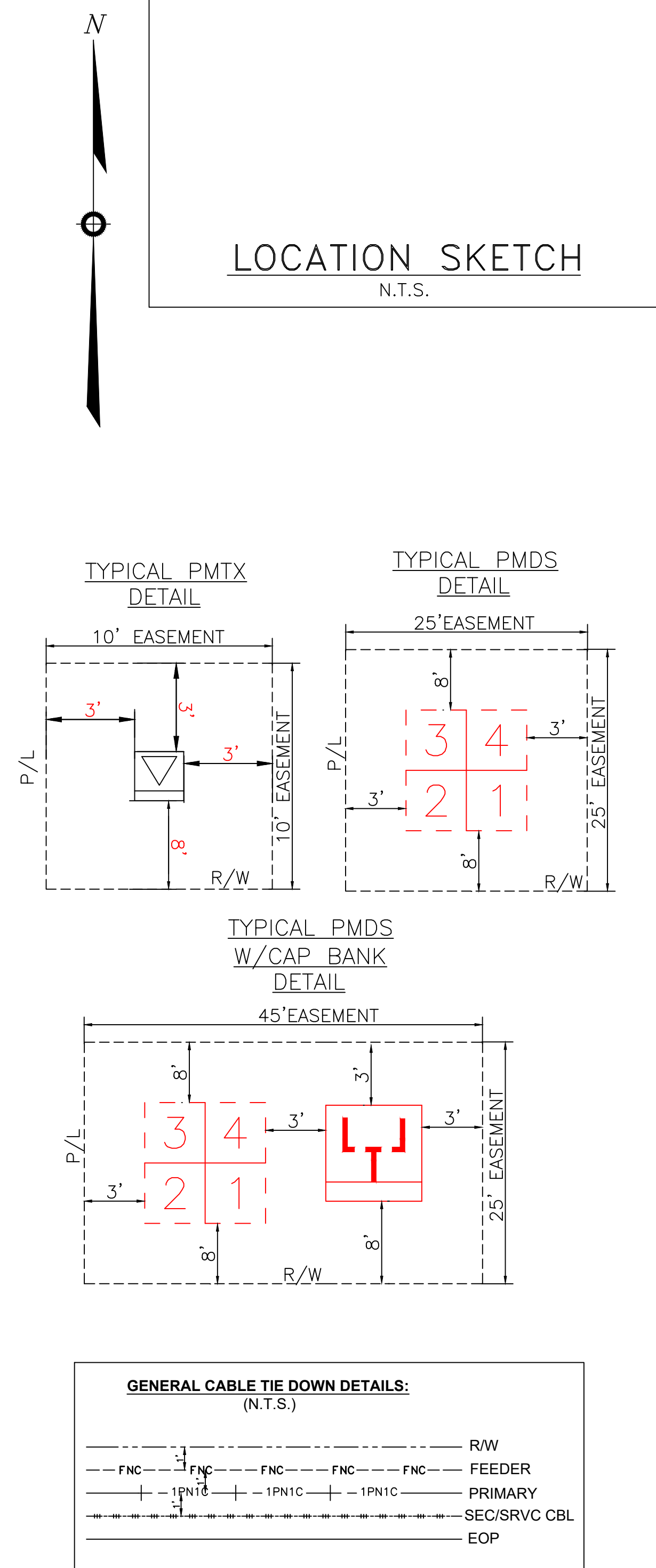
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DRAWN BY		
DATE		
MAP NO.	-	
0 20 40 80  FEET		DWG. NO. PAGE 4A W/P: 11341323 W/P: D0113 - 41 - 323

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.					Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT REQD	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
Foreman's Signature		Date			WMD	RR XING	COUNTY RD.	TRANSM.	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	



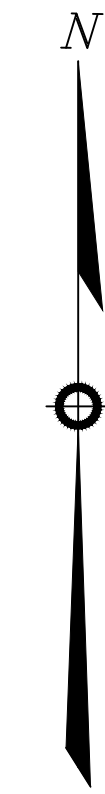
M/A: NW	
CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG. NO.	PAGE 4B
WP-11341323	WP-D0113-41-323



REFERENCE DWG's

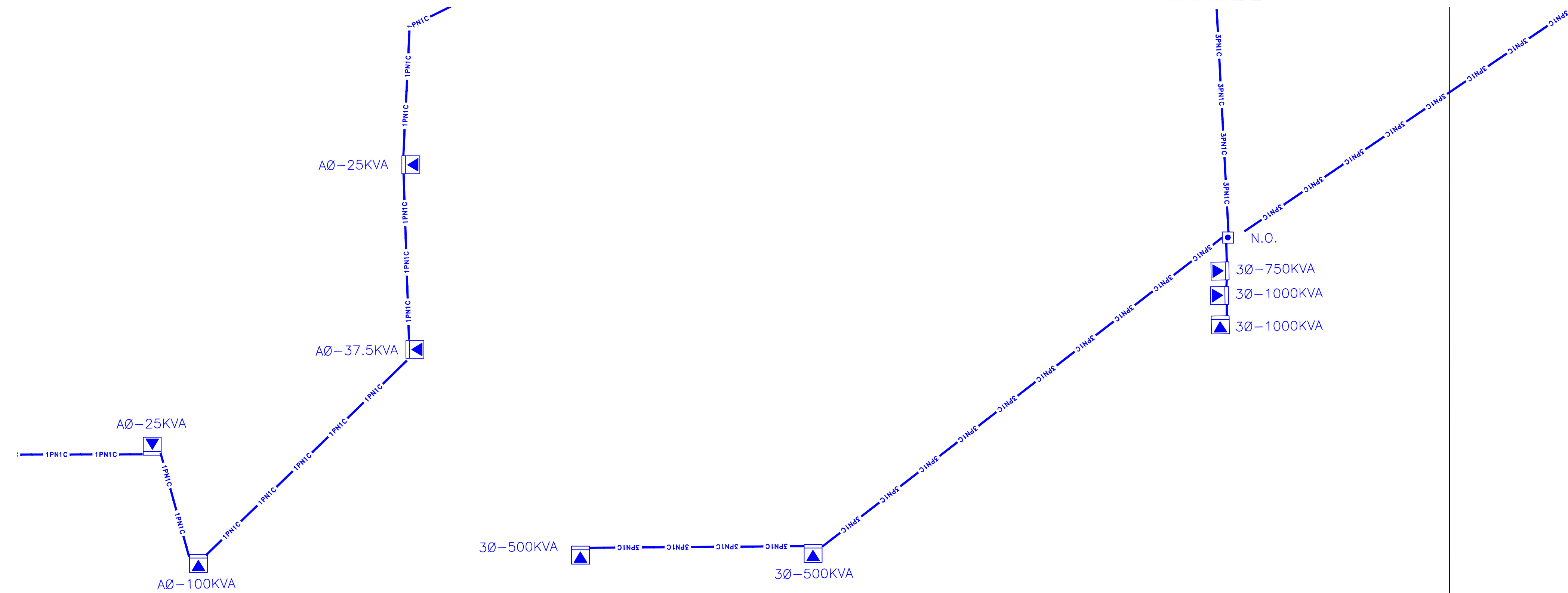
FOR CONTINUATION SEE PAGE 4B

4C

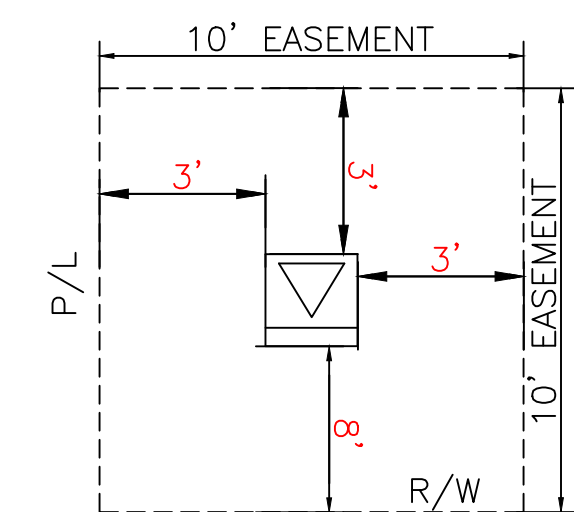


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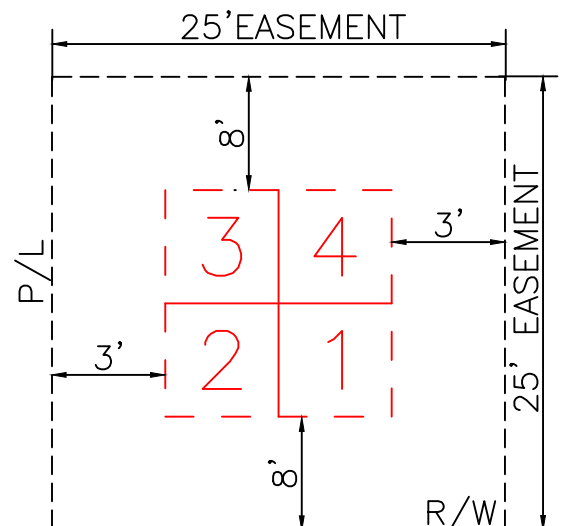
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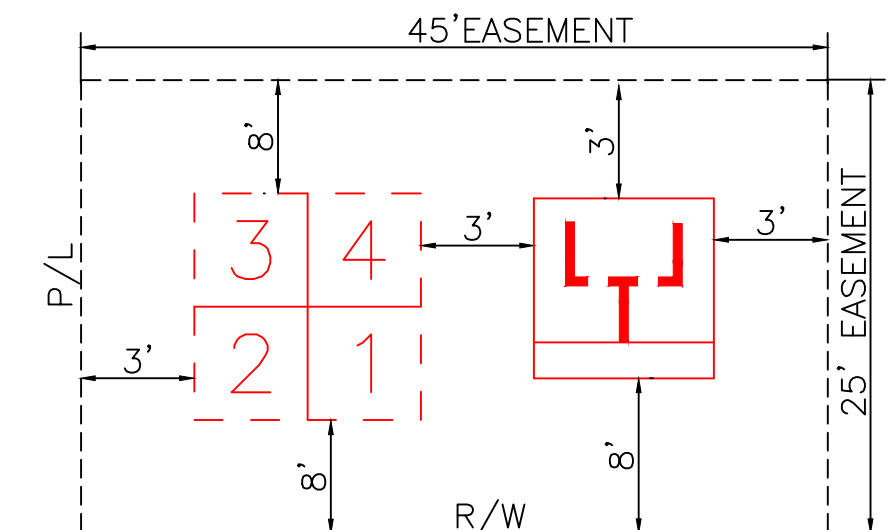
TYPICAL PMTX
DETAIL



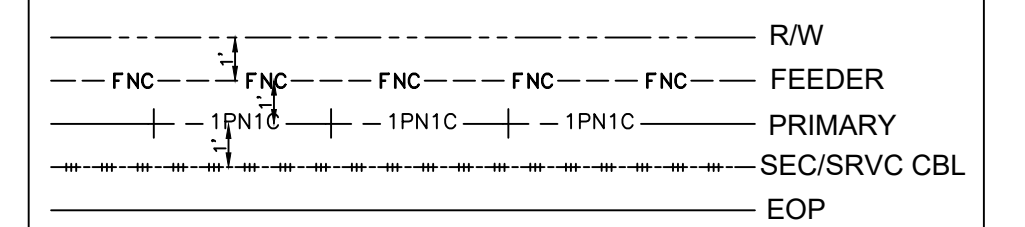
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DETAIL



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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FOR CONTINUATION SEE PAGE 5B

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REFERENCE DWG's

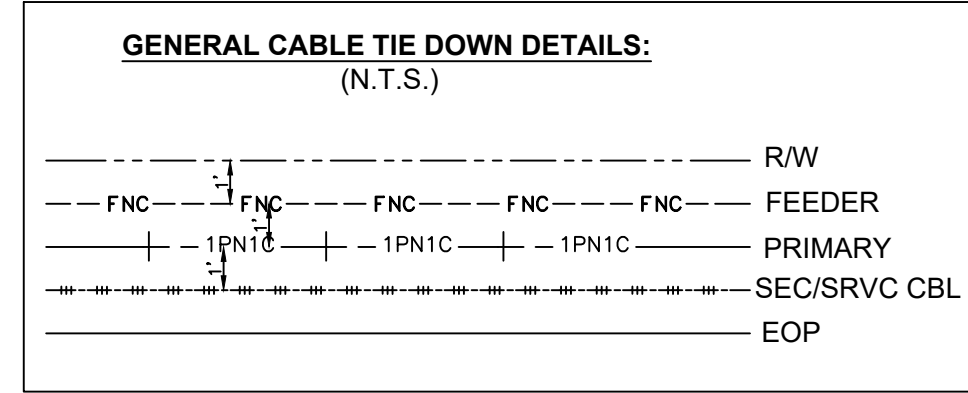
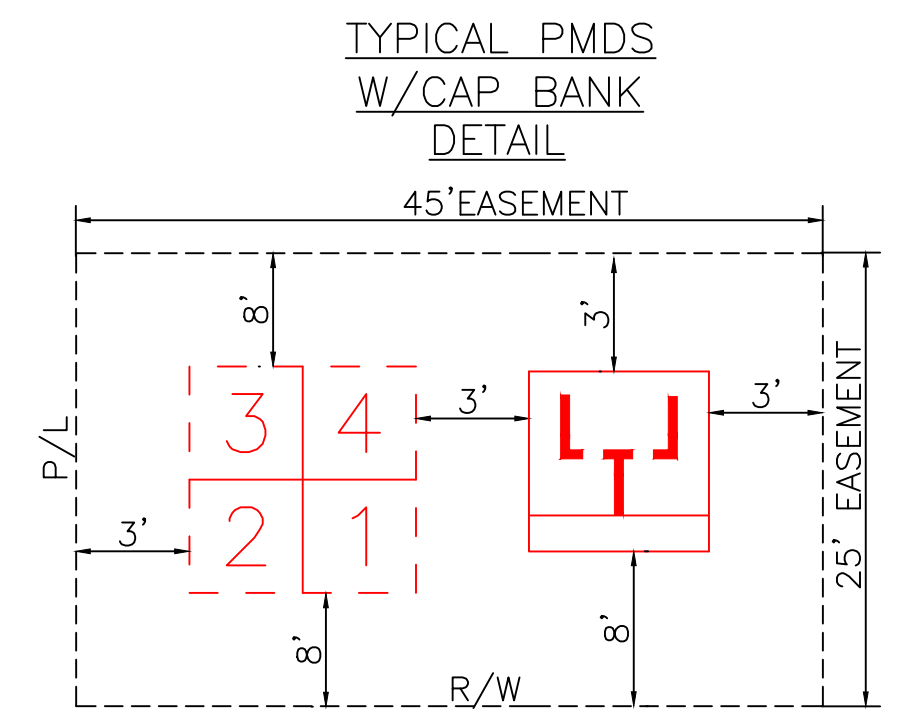
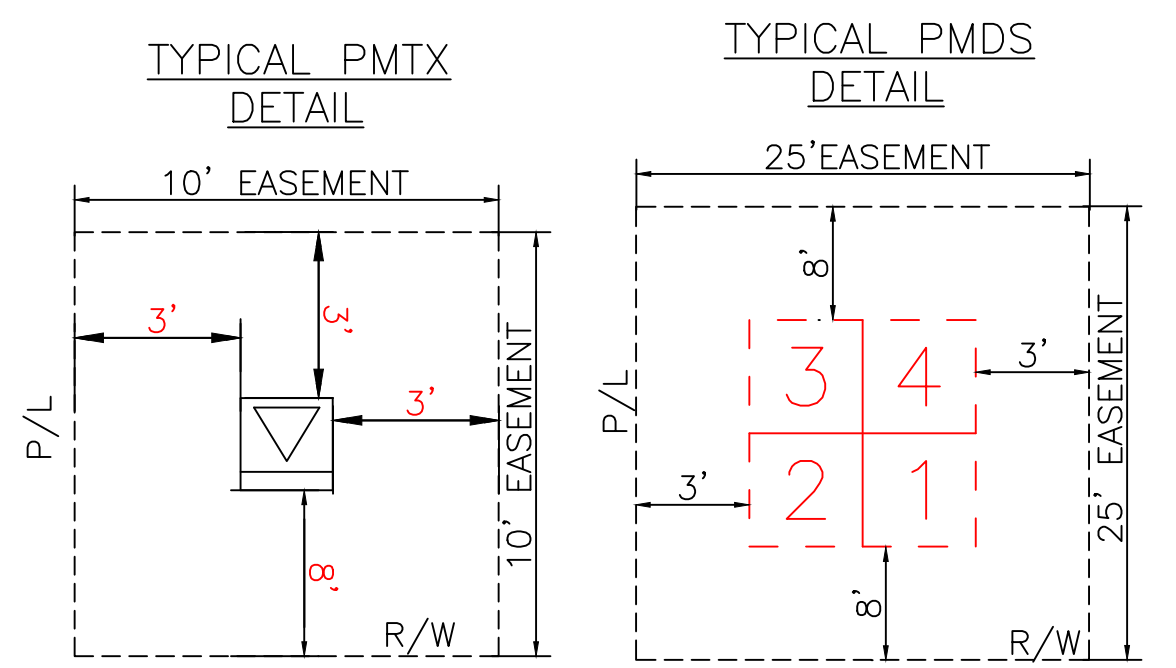
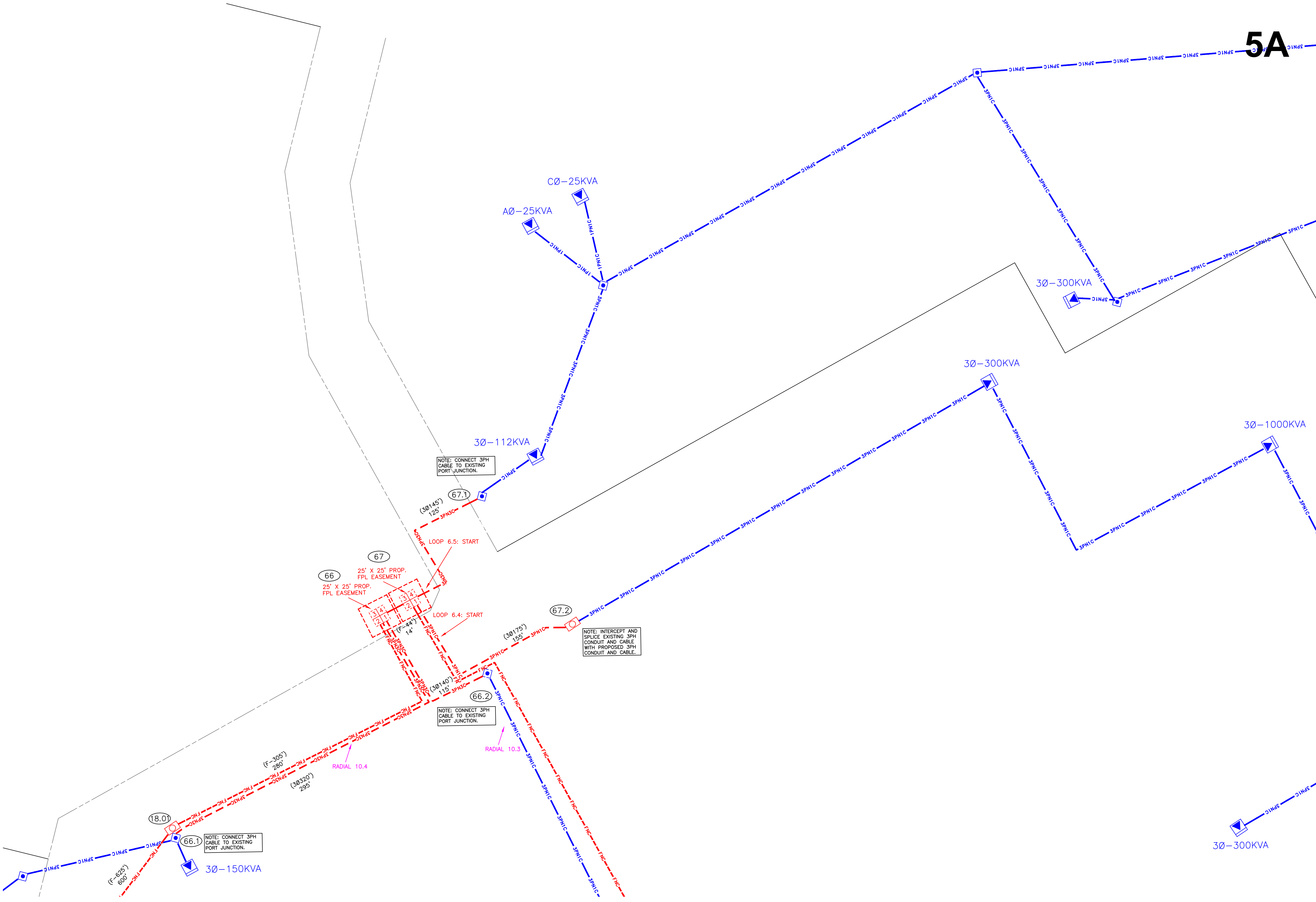
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W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 5
W/D: 11341323	W/E: D0113 - 41 - 323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



REFERENCE DWG's

ROW AGREEMENT
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 5

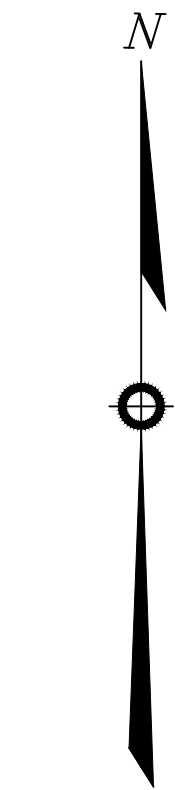
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY Initials Cert. Date Supervisor's Signature Date All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations. Foreman's Signature Date	AS-BUILT CREW PRINT Foreman's Signature Date Material changes shown on ROS. Date Date	Easement? YES ☐ NO ☐ Tree Work? YES ☐ NO ☐ Map Posting? YES ☐ NO ☐ Posted by	Survey/Stake? YES ☐ NO ☐ Designer/Stake? YES ☐ NO ☐ Trench Feet Duct Bank Feet Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐ CT/Special Mtr? YES ☐ NO ☐ CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD. TRANSM.		DESIGNED BY DRAWN BY DATE MAP NO.	M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL DWG NO. PAGE 5A WR: 11341323 WR: D0113 41-323
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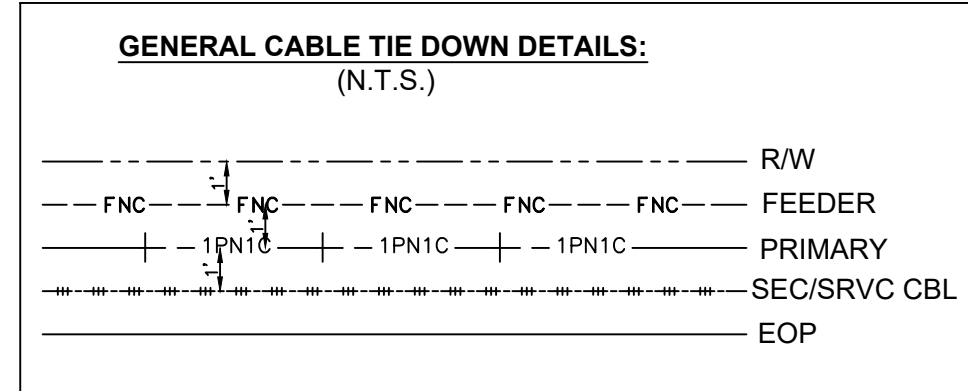
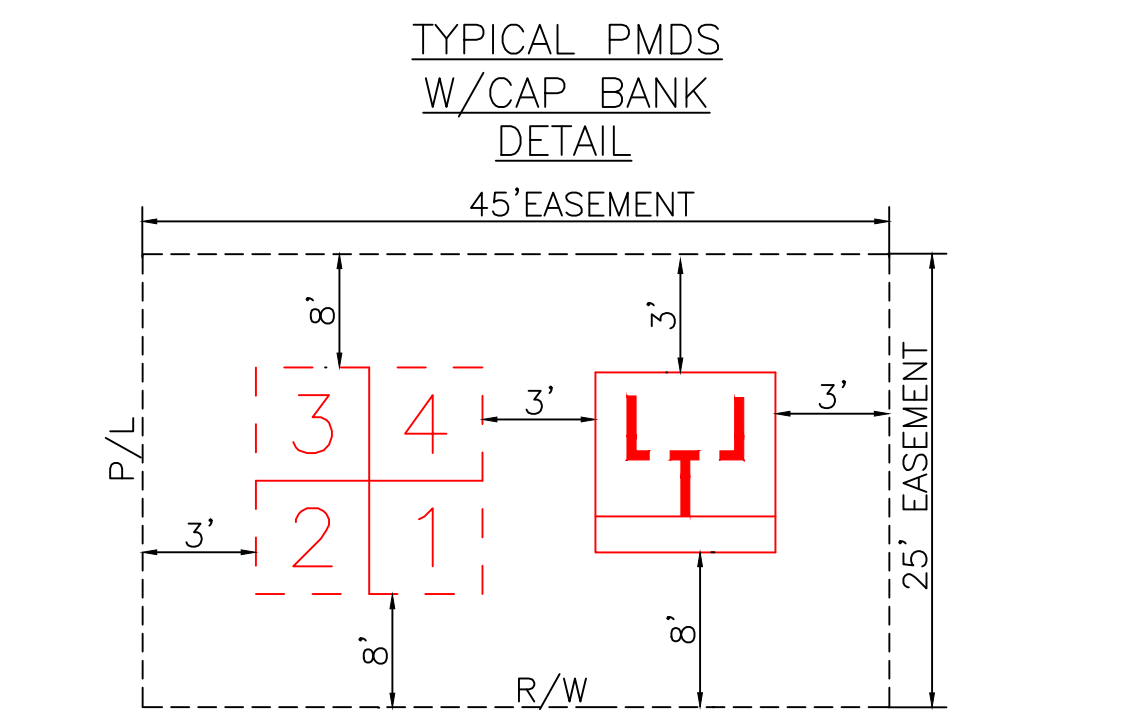
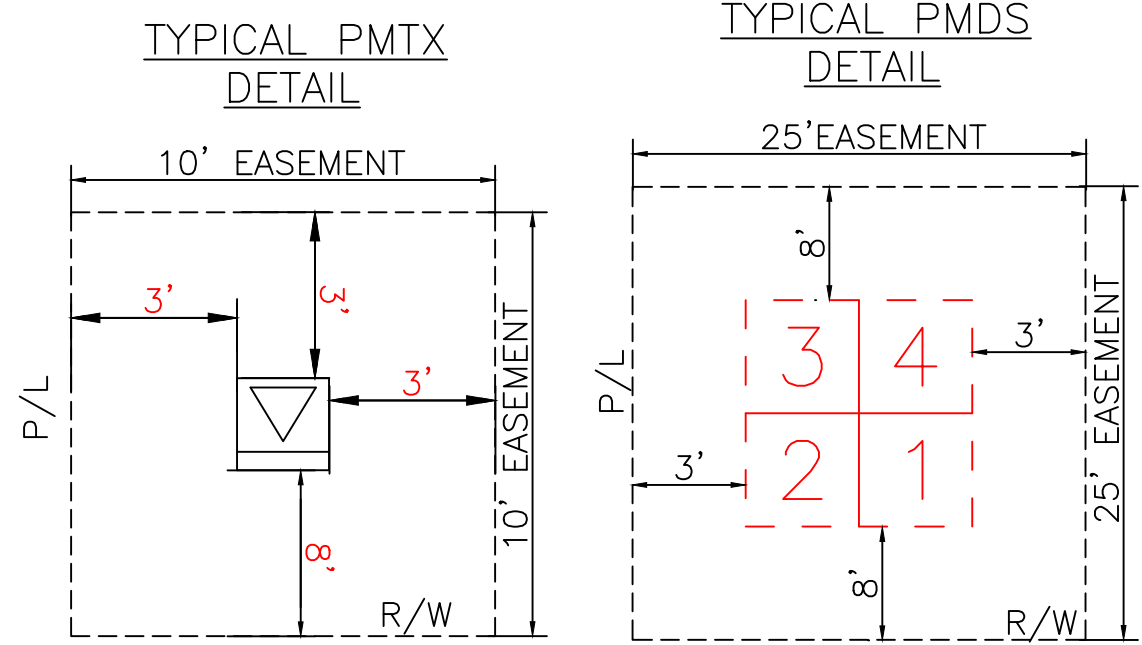
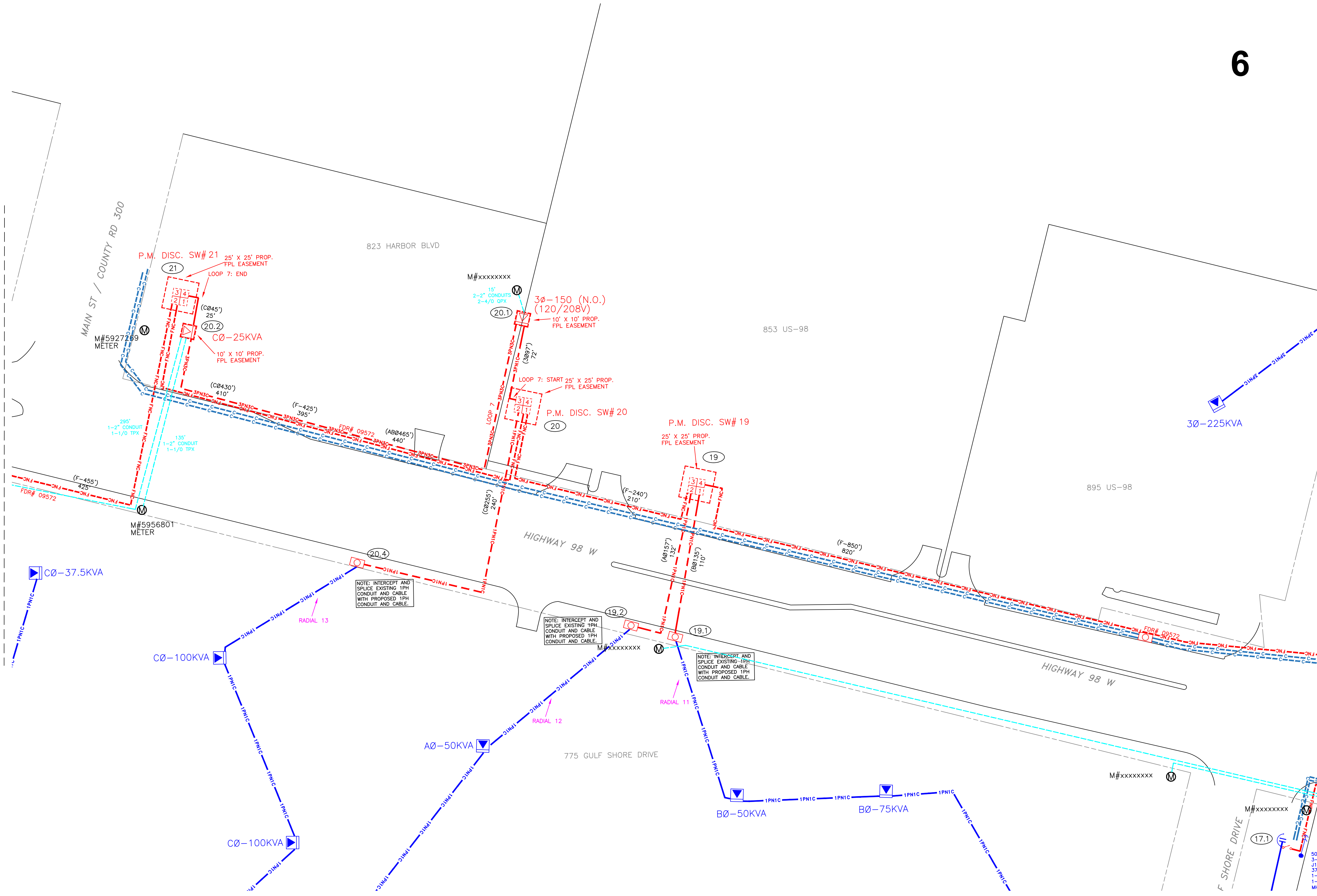
6

LOCATION SKETCH
N.T.S.



FOR CONTINUATION SEE PAGE 7

FOR CONTINUATION SEE PAGE 5



REFERENCE DWG's

ROW AGREEMENT

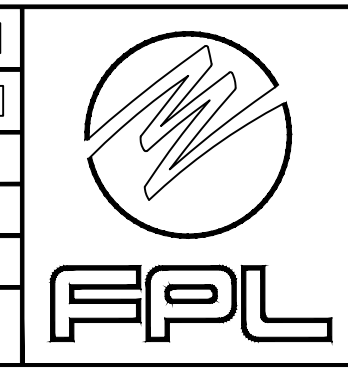
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 6B

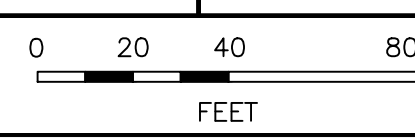
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet _____ Duct Bank Feet _____	
Supervisor's Signature _____ Date _____		CITY _____ DR. DIST. _____ COUNTY AIR _____ STATE RD _____ FAA _____ WMD _____ RR XING _____ COUNTY RD. _____ TRANSM. _____		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐		
Foreman's Signature _____ Date _____		Posted by _____		



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	



M/A: NW	
CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 6
WR: 11341323	WR: D0113 - 41 - 323

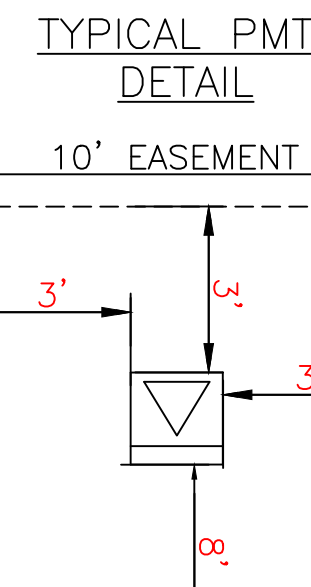
The diagram illustrates a power distribution network. A main line starts from the left, passing through four substations: CØ-100KVA, AØ-50KVA, AØ-75KVA, and AØ-75KVA. A branch line connects the AØ-75KVA substation to another AØ-75KVA substation. The lines are labeled with their respective types: 1P1N1C, 2P2N2C, and 3P3N3C. A legend at the bottom right defines these line types: 1P1N1C (blue line), 2P2N2C (green line), and 3P3N3C (red line).



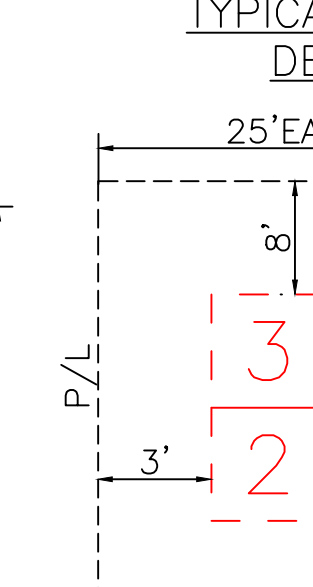
LOCATION SKETCH

N.T.S.

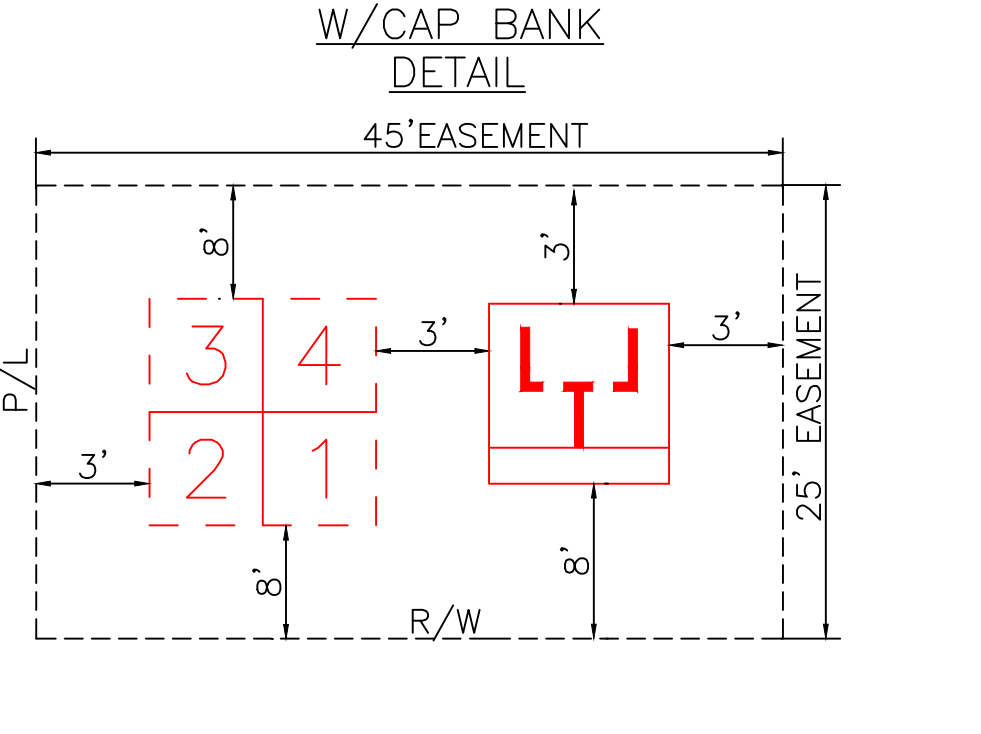
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DETAIL



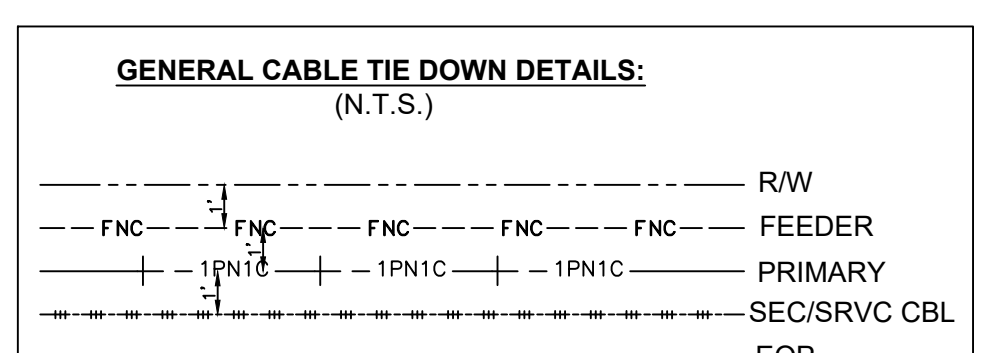
TYPICAL PMDS
DETAIL



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

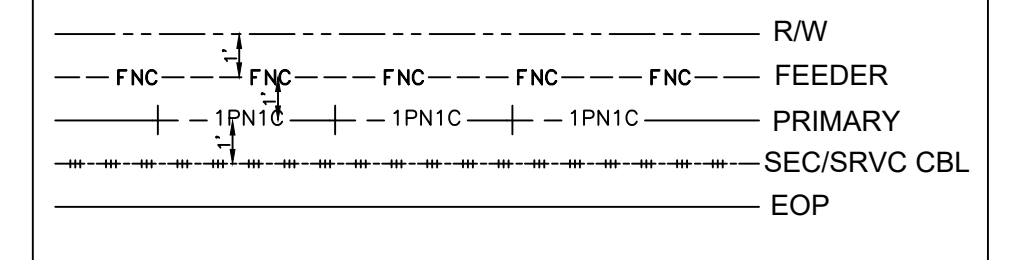
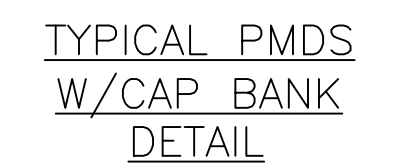


Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet		DATE					
Supervisor's Signature				Date	PERMIT RECORD CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD. TRANSM.	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			MAP NO.			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature		Date	Posted by				DWG NO.		PAGE 6B WR: 113413233 WR: D0113 — 41-323	

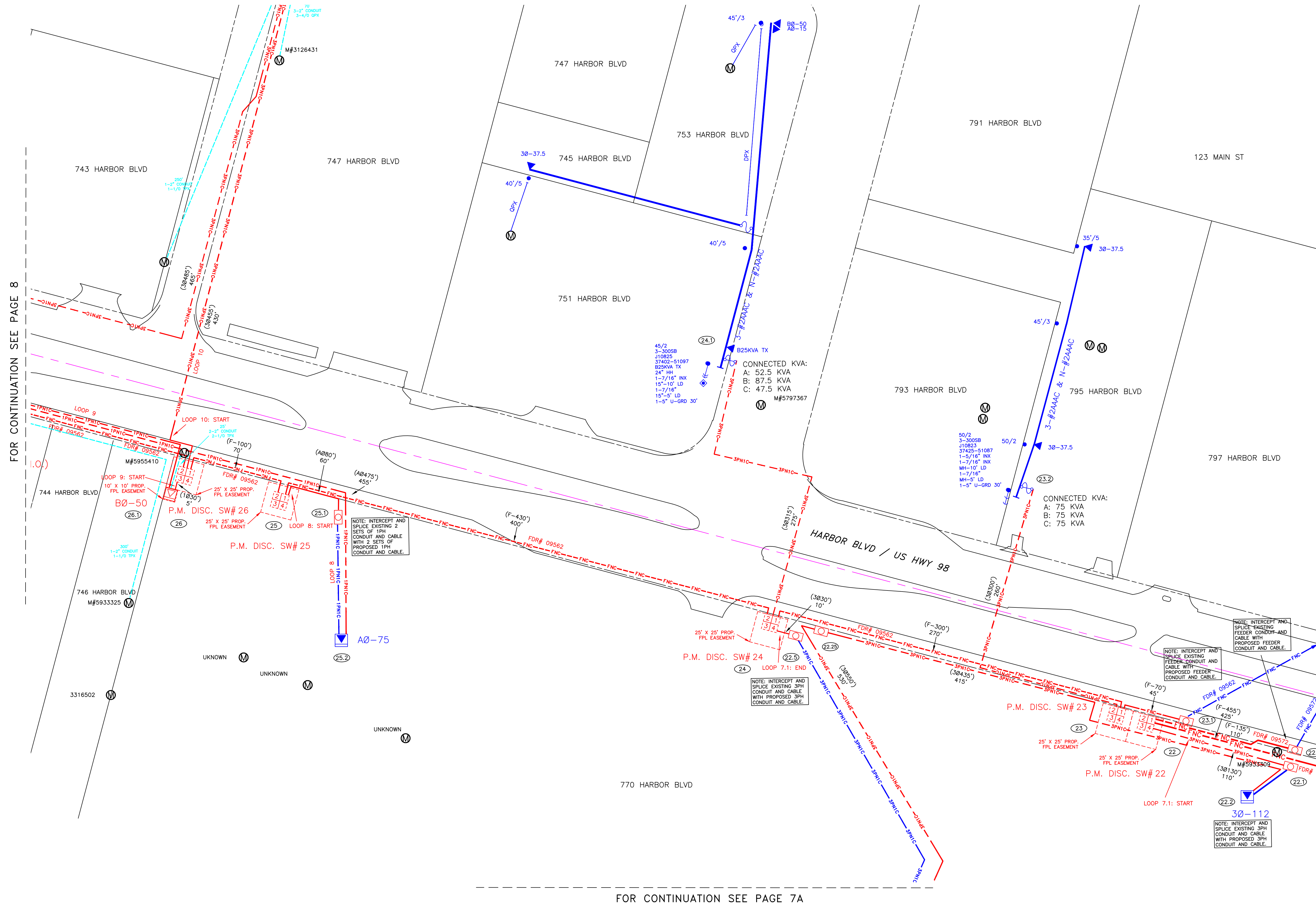
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



TWNP: 00S RNG: 00E SEC: 00 QTR: _____

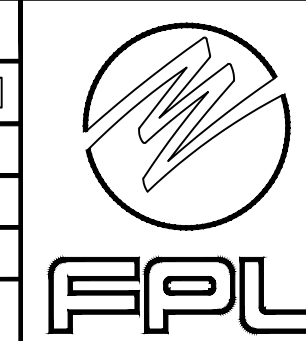
US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 7
WR: 11341323 WR: D0113 - 41 - 323



EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐													
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐											
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet											
Supervisor's Signature		Date		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT REQ'D <table border="1" style="margin-left: 5px;"> <tr> <td>CITY</td> <td>DR. DIST.</td> <td>COUNTY AIR</td> <td>STATE RD</td> <td>FAA</td> </tr> <tr> <td>WMD</td> <td>RR XING</td> <td>COUNTY RD.</td> <td>TRANSM.</td> <td></td> </tr> </table>		CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	WMD	RR XING	COUNTY RD.	TRANSM.					
CITY	DR. DIST.	COUNTY AIR	STATE RD					FAA													
WMD	RR XING	COUNTY RD.	TRANSM.																		
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐													



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	—

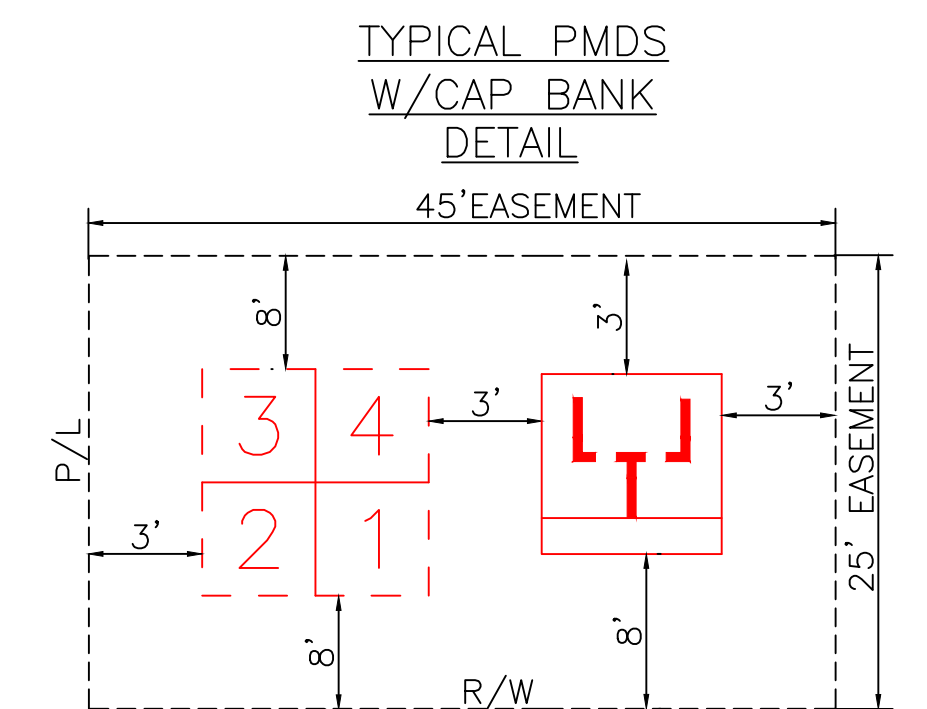
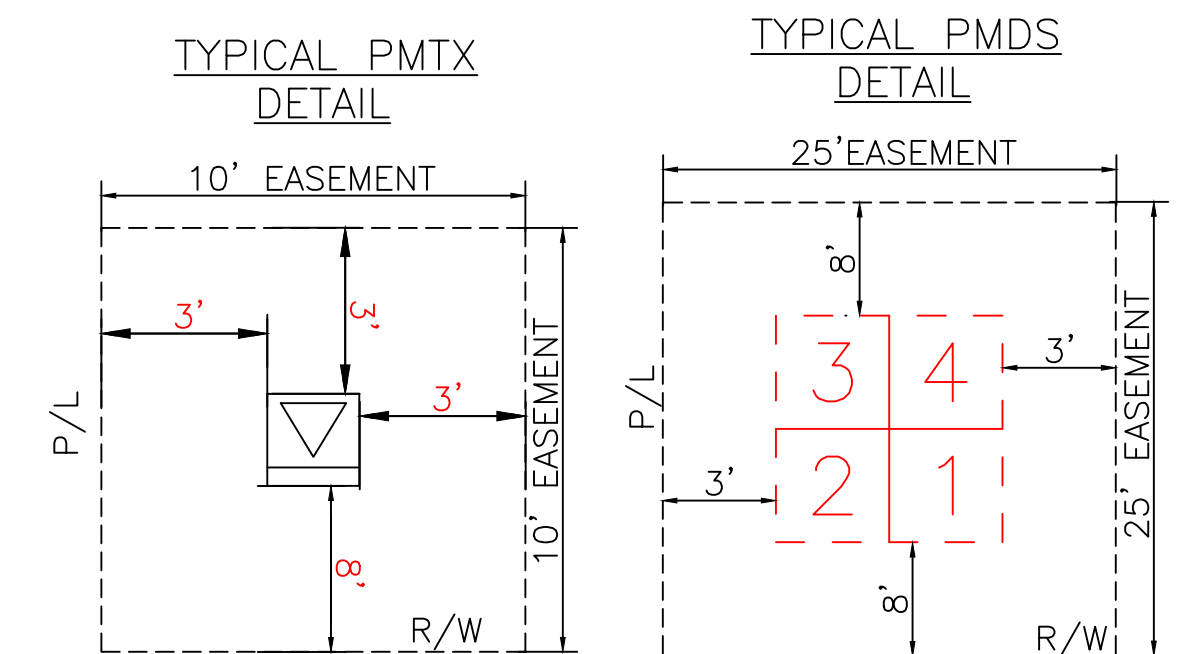
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FFET

FOR CONTINUATION SEE PAGE 7

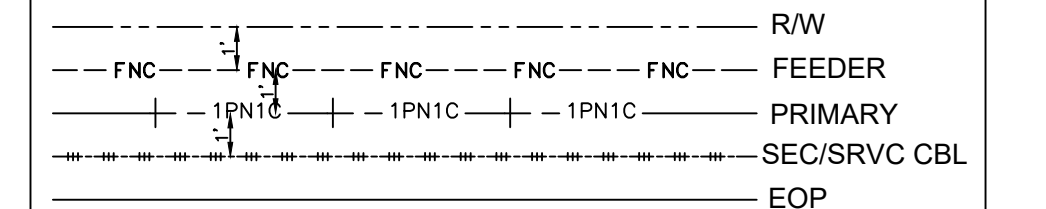


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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

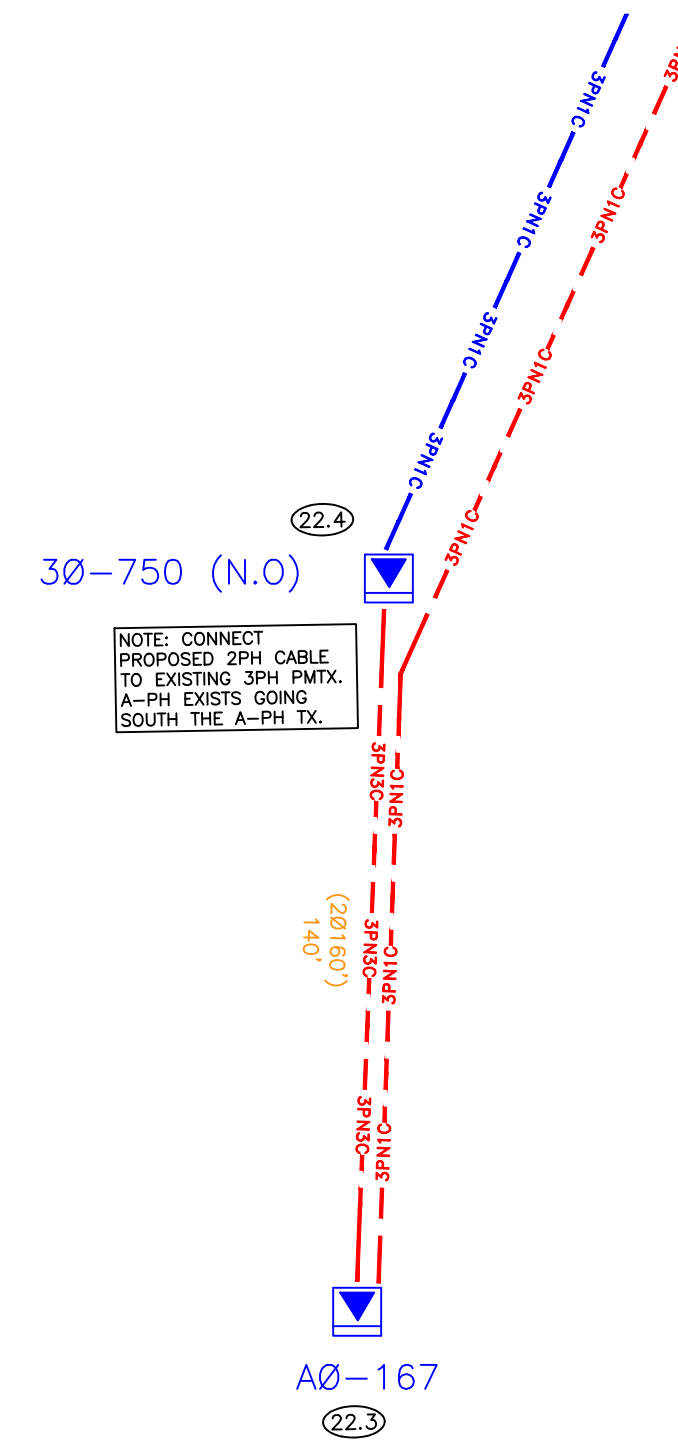


REFERENCE DWG'S

EASEMENTS REQUIRED

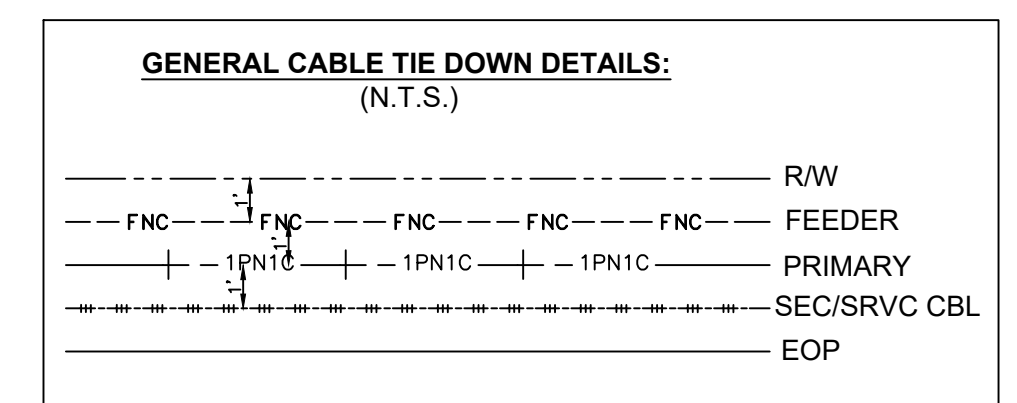
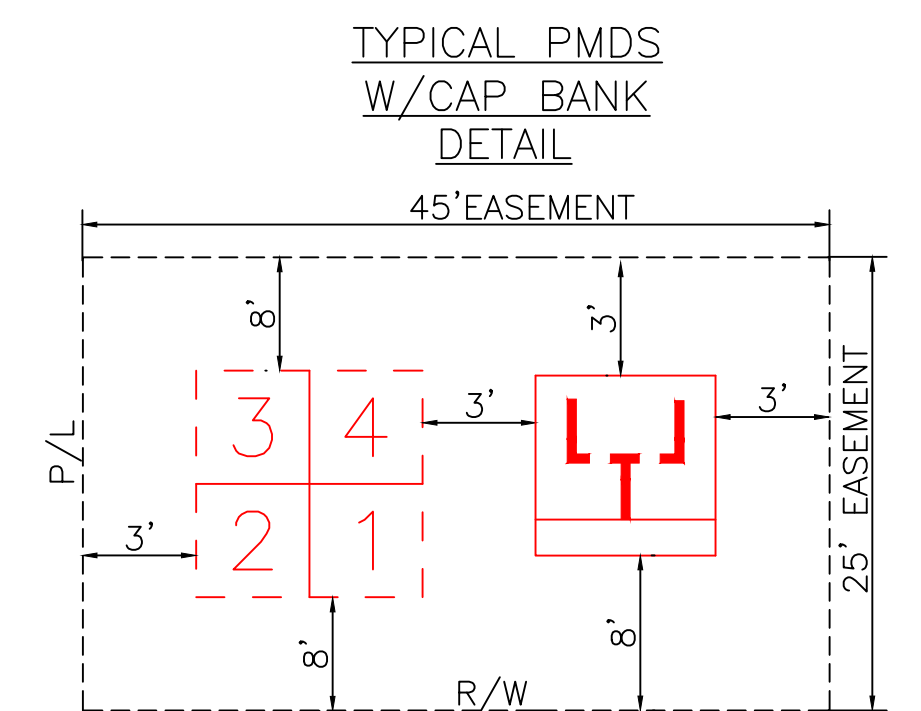
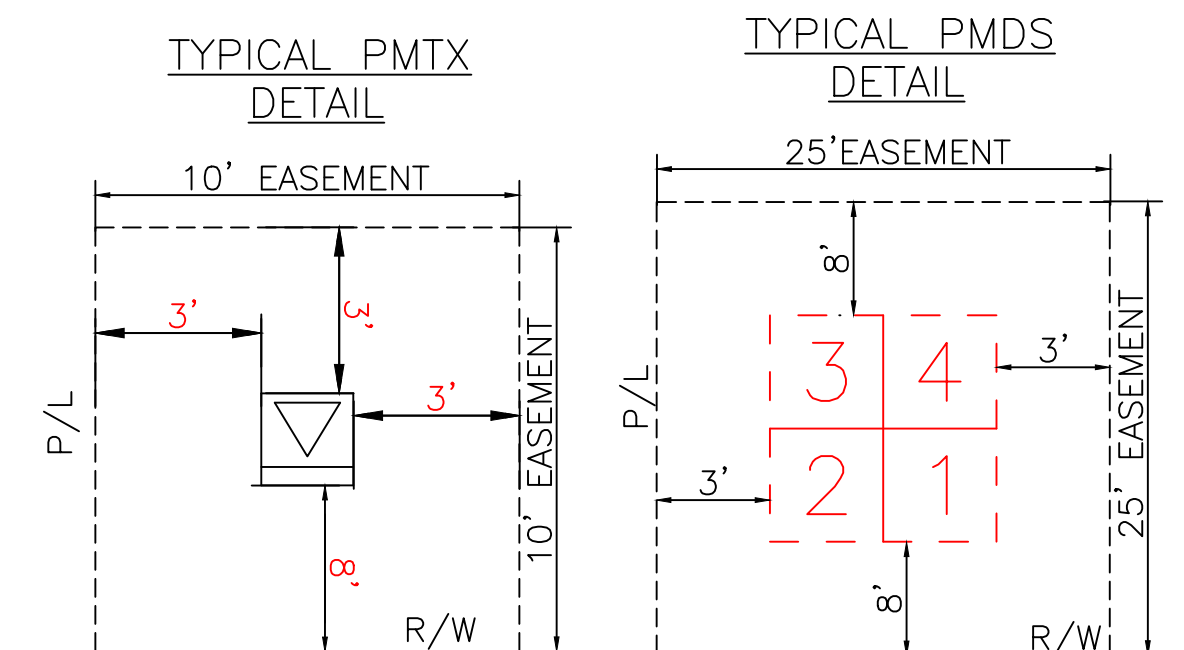
AS-BUILT COPY		AS-BUILT CREW PRINT				DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL			
Initials	Cart. Date	Foreman's Signature				Date				DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print.						Trench Feet				Duct Bank Feet	
Material changes shown on ROS.						CITY				DR. DIST.	
Supervisor's Signature						Date				STATE RD	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD		RR KING		COUNTY RD.			
Foreman's Signature				Date		CATV Request?		YES ☐ NO ☐			
Posted by				Telephone Request?		YES ☐ NO ☐		CATV Request?			
				YES ☐ NO ☐		YES ☐ NO ☐		0 20 40 80 FEET			
				DWG NO.		PAGE 7A		WR: 11341323 WR: D0113 - 41 - 323			

FOR CONTINUATION SEE PAGE 7



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

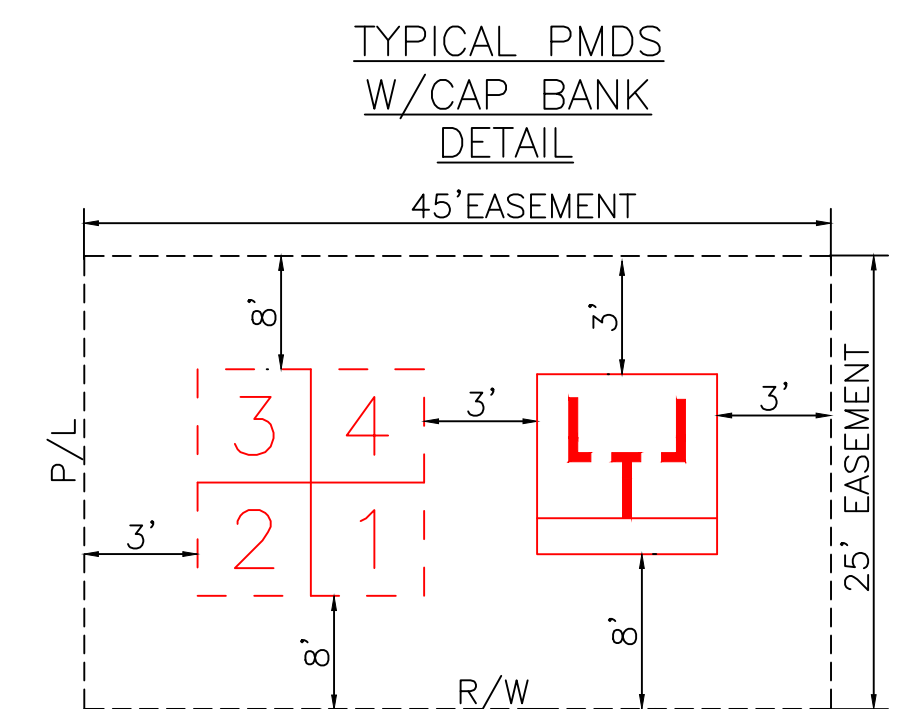
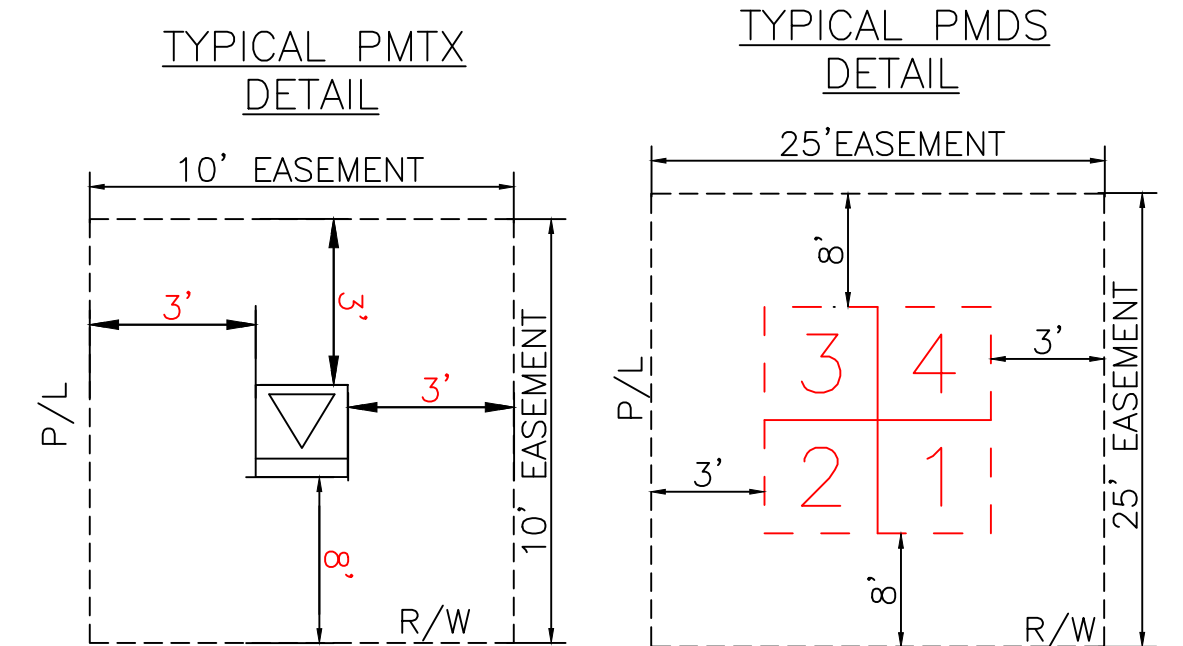


REFERENCE DWG'S

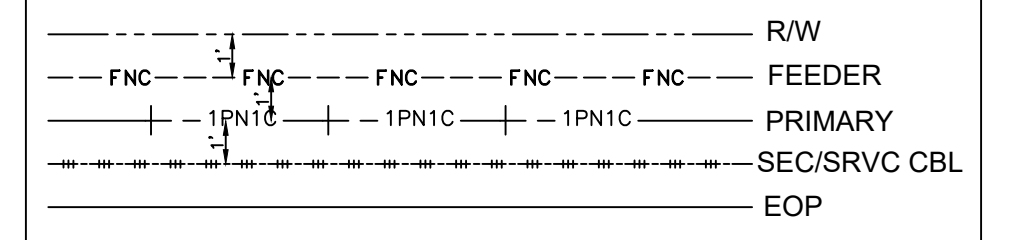
EASEMENTS REQUIRED

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Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stage? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	Drawn By						
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet		Date						
Supervisor's Signature				Date	PERMIT RECORD	CITY	DR. DIST.	COUNTY	AIR		STATE	RD		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					WMD	RR	XING	COUNTY	RD.	TRANSM.			DWG NO. PAGE 7A WR: 11341323 WR: D0113 - 41 - 323	
Foreman's Signature		Date		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐				0 20 40 80 FEET				

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

TWNP: 00S RNG: 00E SEC: 00 QTR:

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 8

WR: 11341323 WR: D0113-41-323

ROW AGREEMENT

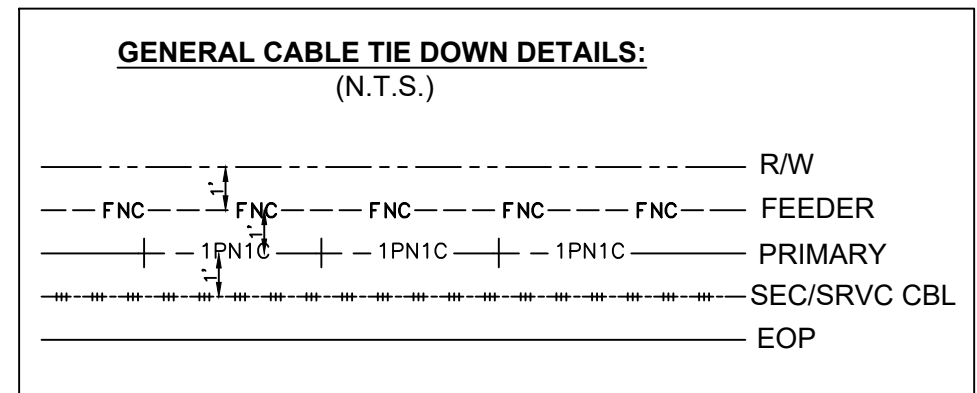
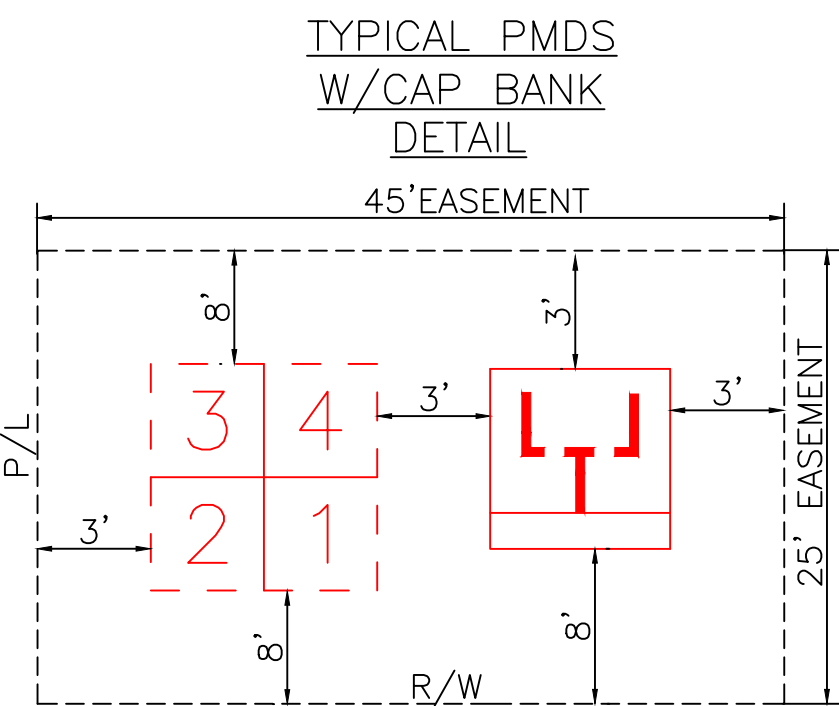
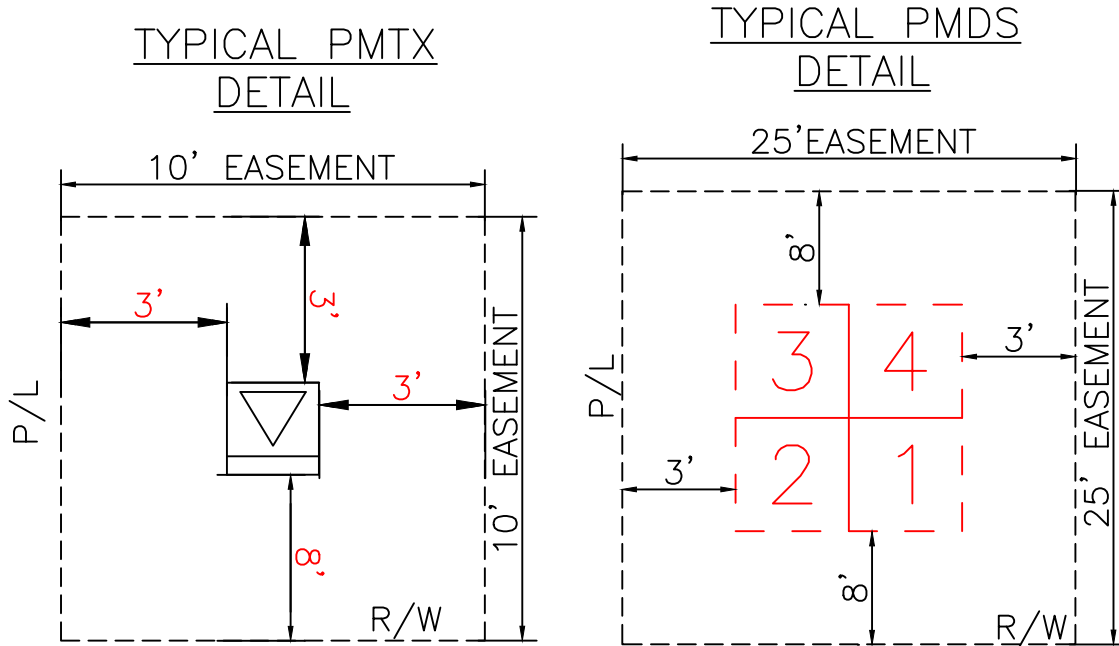
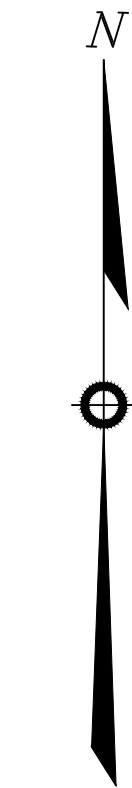
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Initials Cert. Date Foreman's Signature Date		Easement? YES NO Tree Work? YES NO Map Posting? YES NO								Survey/Stake? YES NO Designer/Stake? YES NO Trench Feet Duct Bank Feet	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						PERMIT RECORD		CITY DR. DIST. COUNTY AIR STATE RD FAA			
Supervisor's Signature Date						WMD RR XING COUNTY RD. TRANSM.					
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						Posted by		Telephone Request? YES NO CATV Request? YES NO			
Foreman's Signature Date											

PLOT DATE: 00/00/00	PLOT TIME: 00:00:00	CAD NAME: NO-NAME
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 10

FOR CONTINUATION SEE PAGE 8

ROW AGREEMENT

EASEMENTS REQUIRED

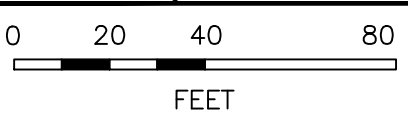
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Initials	Foreman's Signature	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet
Supervisor's Signature		CITY	DR. DIST.	COUNTY AIR
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		WMD	RR XING	COUNTY RD.
Foreman's Signature		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 9
WR: 11341323	WR: D0113 - 41 - 323

TWNP: 00S RNG: 00E SEC: 00 QTR: _____



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

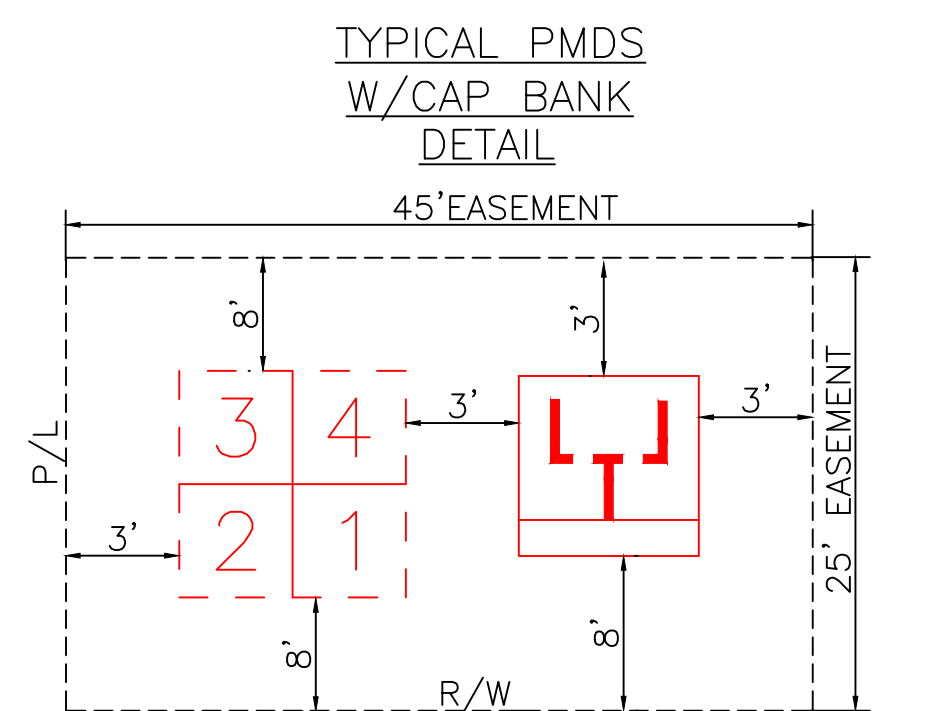


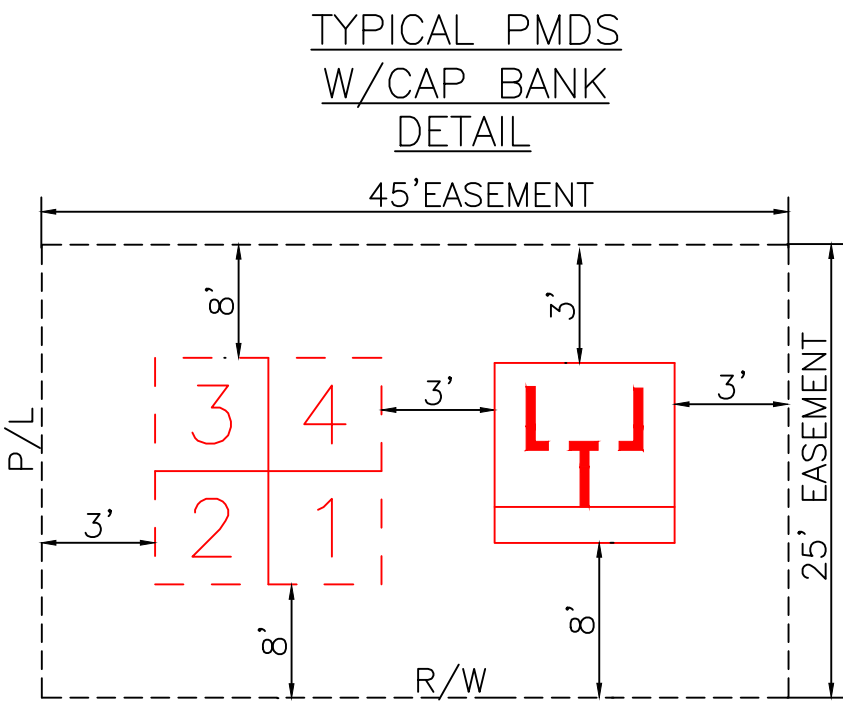
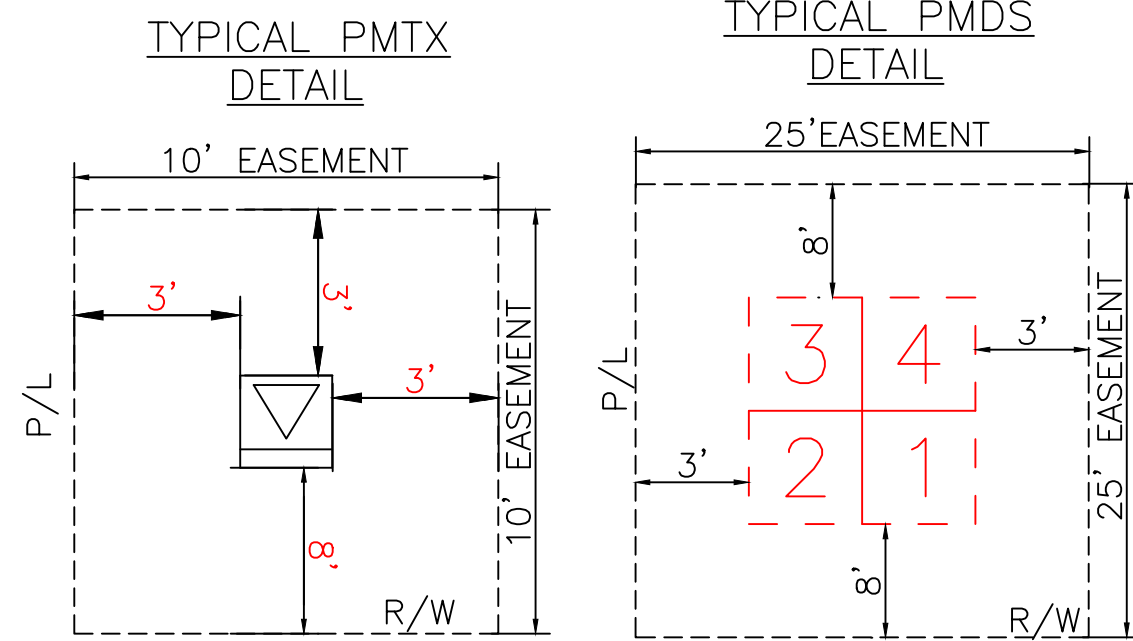
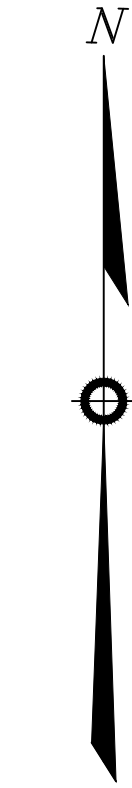
Diagram illustrating the timing relationship between the R/W (Read/Write) signal and the FEEDER, PRIMARY, SEC/SRV CBL, and EOP signals. The R/W signal is shown as a dashed line with a high pulse. The FEEDER signal is a solid line with a high pulse. The PRIMARY signal is a solid line with a high pulse. The SEC/SRV CBL signal is a solid line with a high pulse. The EOP signal is a solid line with a high pulse.

EASEMENTS REQUIRED

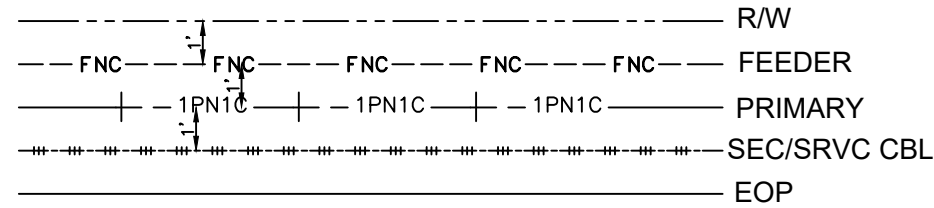


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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS: (N.T.S.)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 12

FOR CONTINUATION SEE PAGE 10

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Foreman's Signature
Cert. Date	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

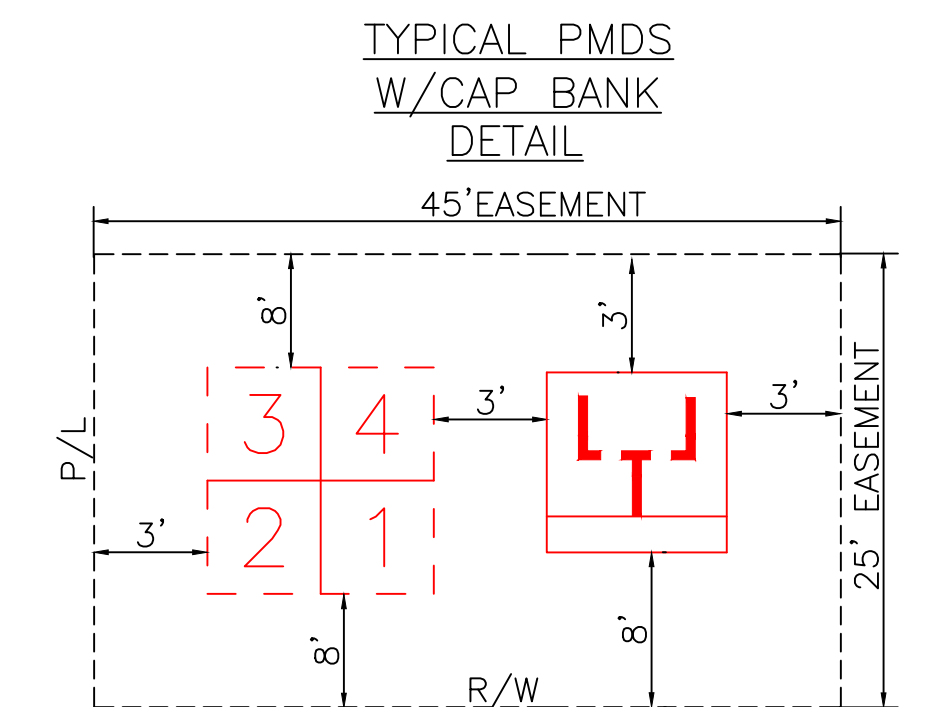
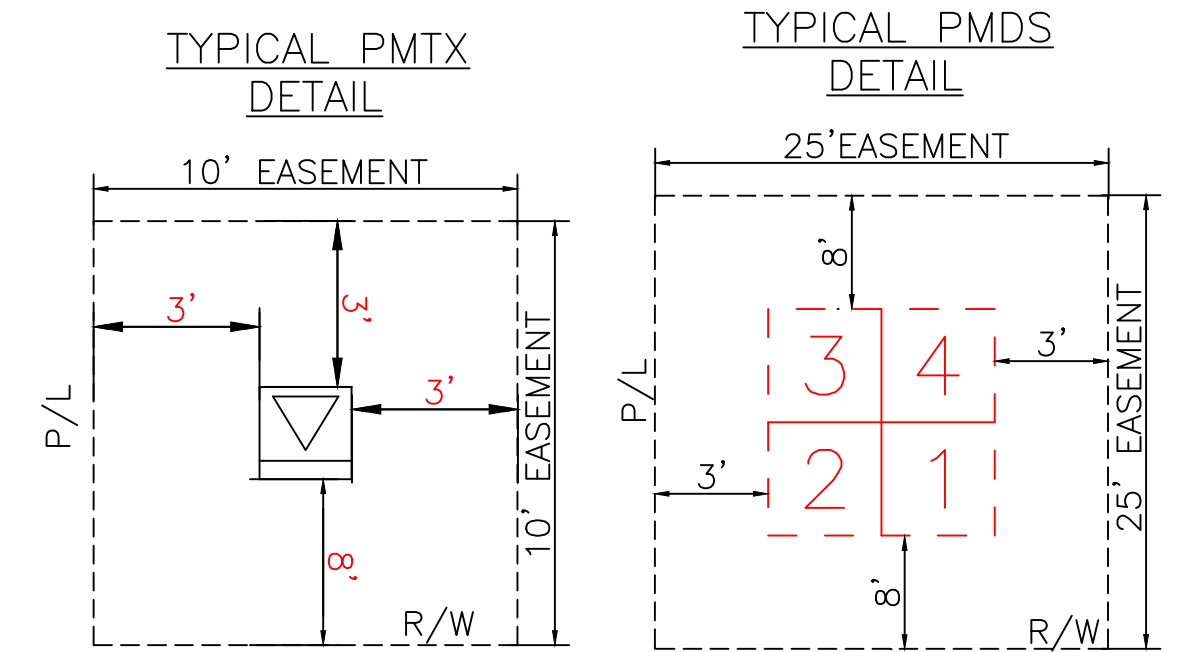
Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANS.		
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	



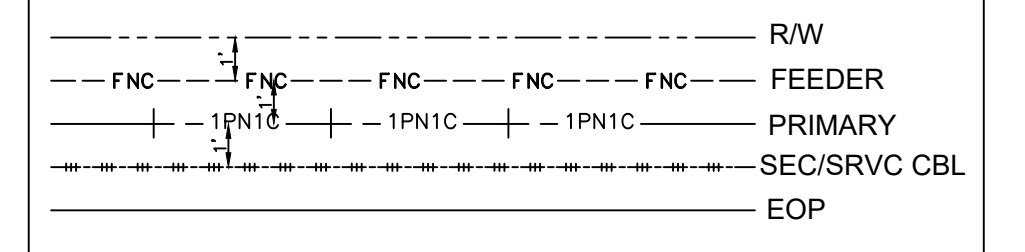
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: NW	CITY OF DESTIN PHASE 1
	UG FOR CONSTRUCTION
	US HWY-90
	DESTIN/OKALOOSA, FL
DWG NO.	PAGE 11
WR: 11341323	WR: D0113 - 41 - 323

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO.	PAGE 12
WR: 11341323	WR: D0113-41-323

ROW AGREEMENT

EASEMENTS REQUIRED

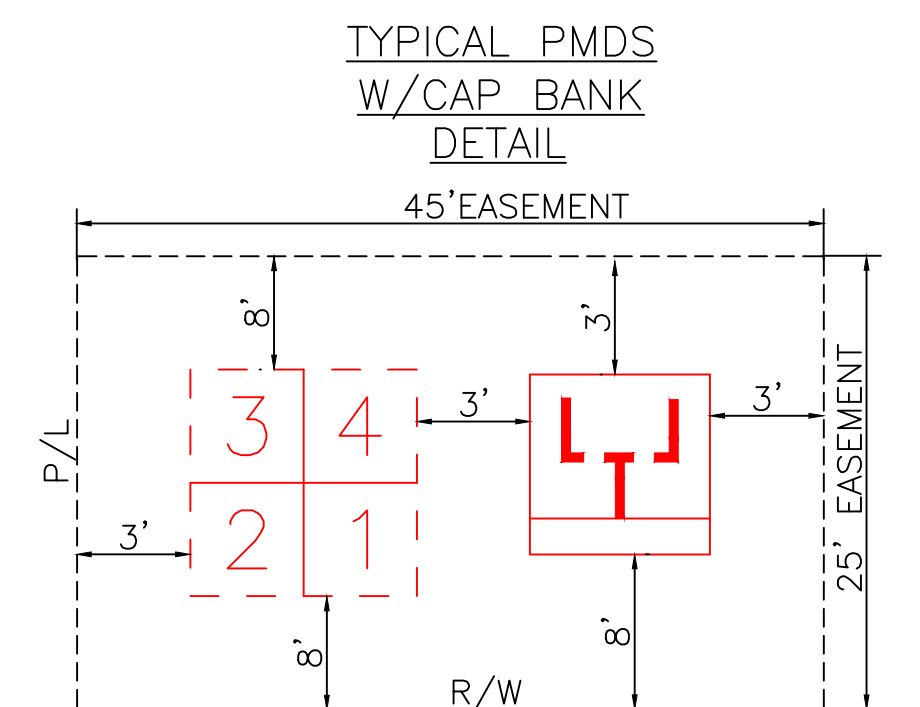
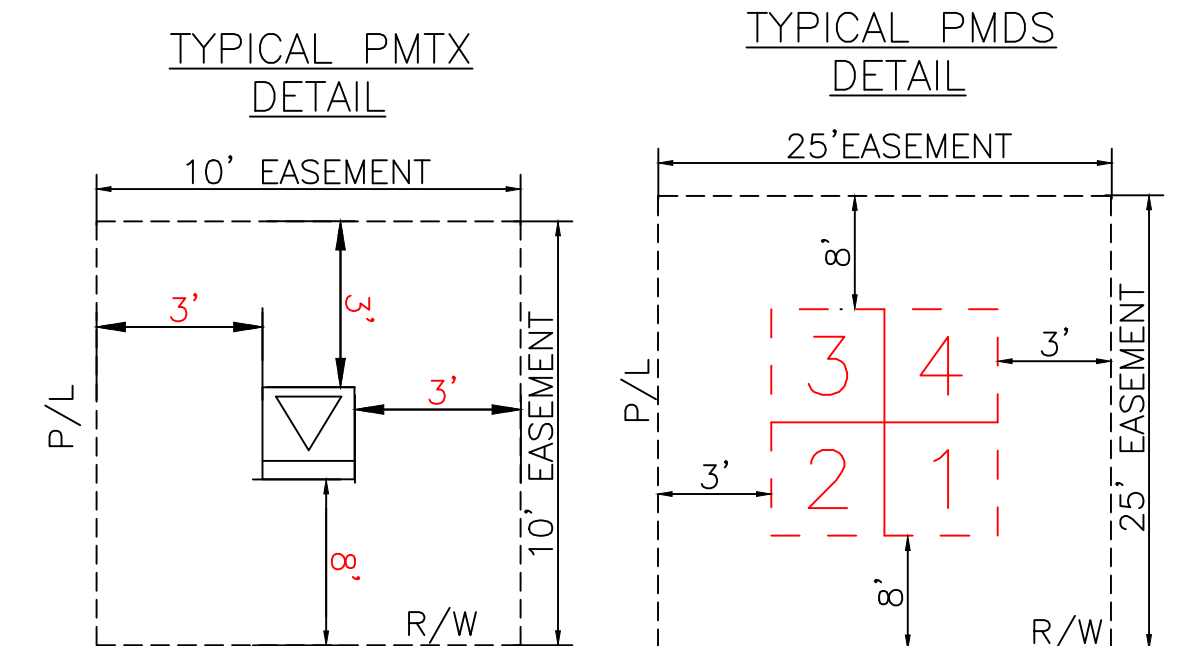
AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE			
Supervisor's Signature _____ Date _____ All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Permit Rec'd		CITY DR. DIST. COUNTY AIR STATE RD FFA		WMD RR XING COUNTY RD. TRANSM.			MAP NO. _____			
Foreman's Signature _____ Date _____		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐						DWG NO. PAGE 12		
										WR: 11341323 WR: D0113 - 41 - 323				

FOR CONTINUATION SEE PAGE 13

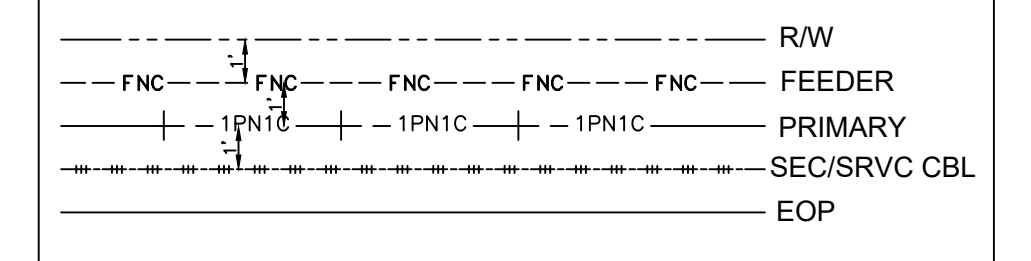
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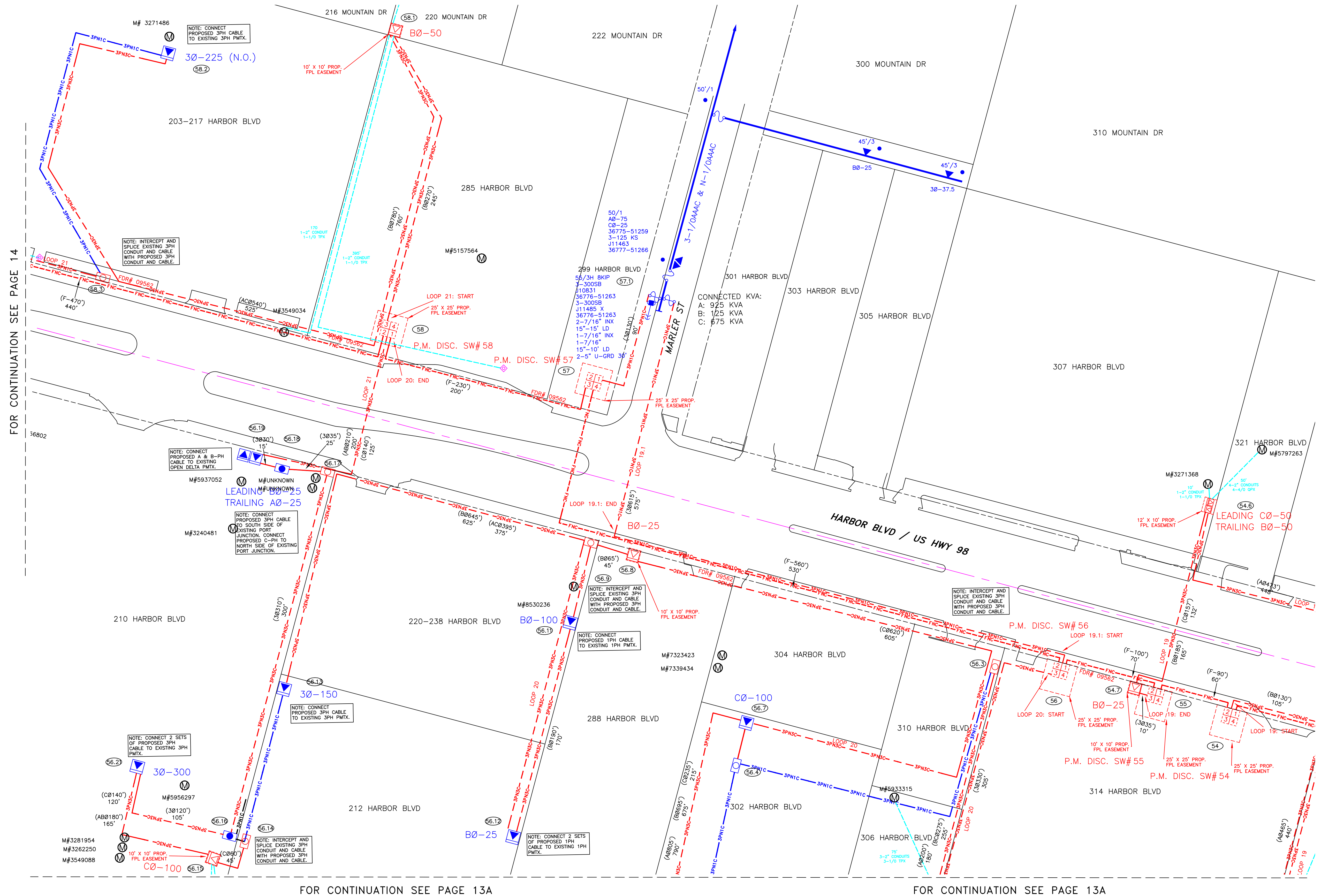
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's



FOR CONTINUATION SEE PAGE 12

FOR CONTINUATION SEE PAGE 14

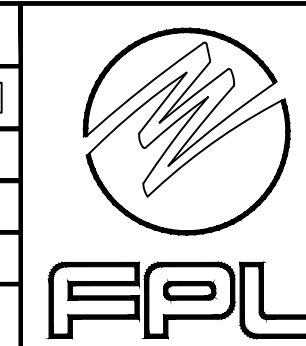
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FOR CONTINUATION SEE PAGE 13A

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.					Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
Foreman's Signature		Date			WMD	RR XING	COUNTY RD.	TRANS.	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	

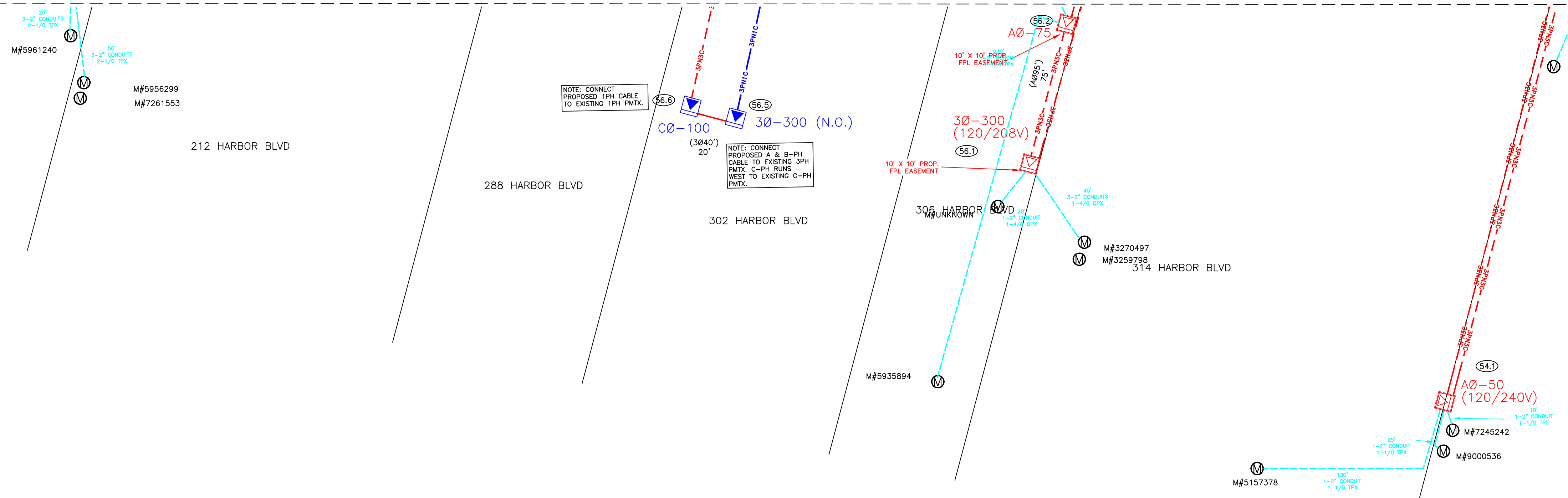


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DRAWN BY	
DATE	
MAP NO.	-

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FEET			

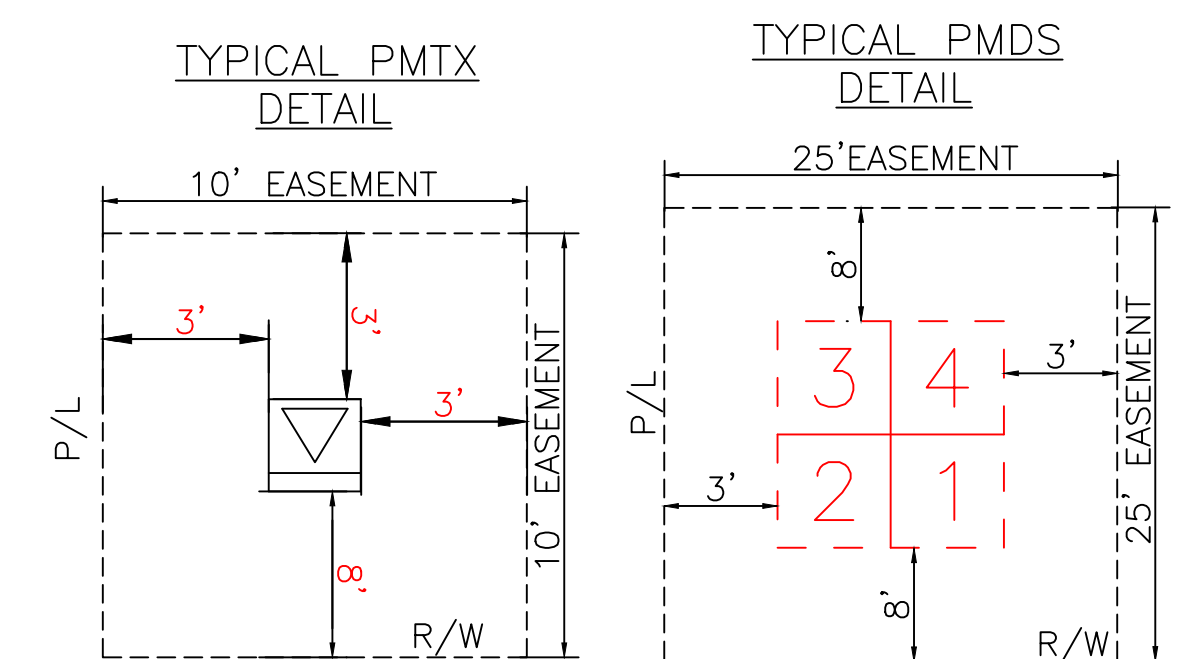
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FOR CONTINUATION SEE PAGE 13

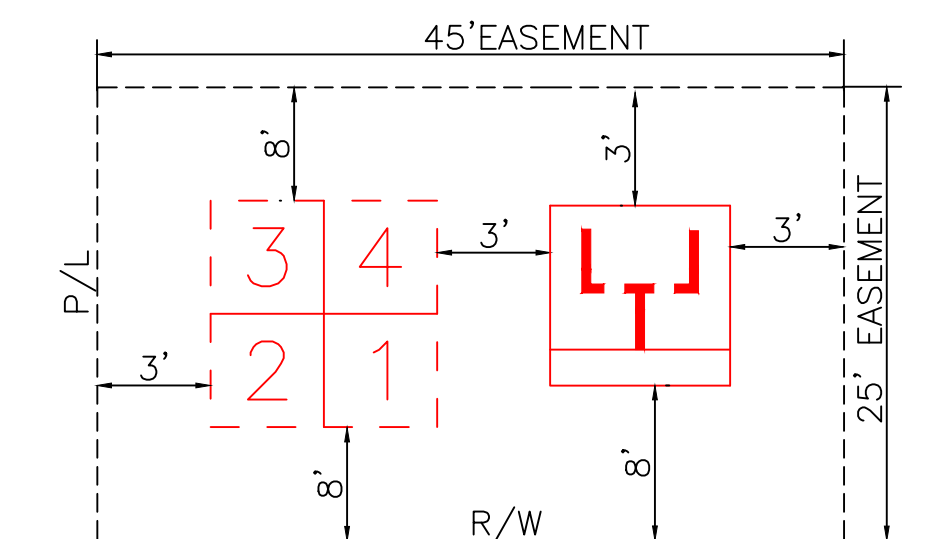


The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

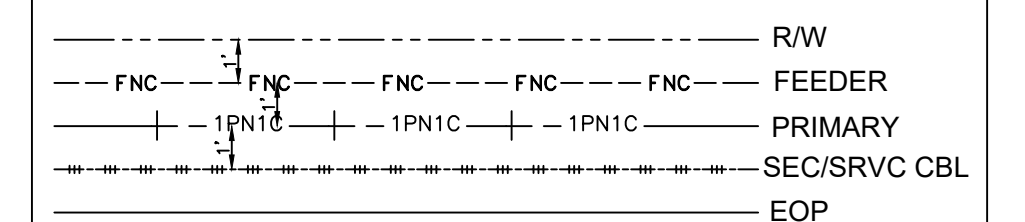
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



TYPICAL PMDS
W/CAP BANK
DETAIL



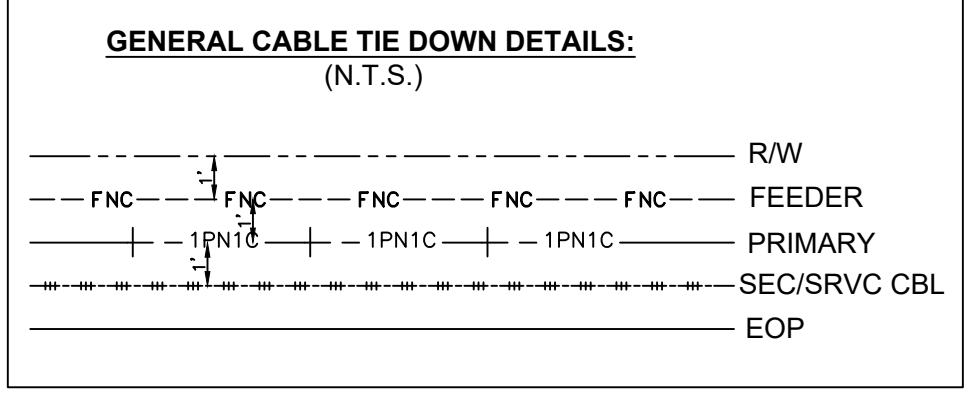
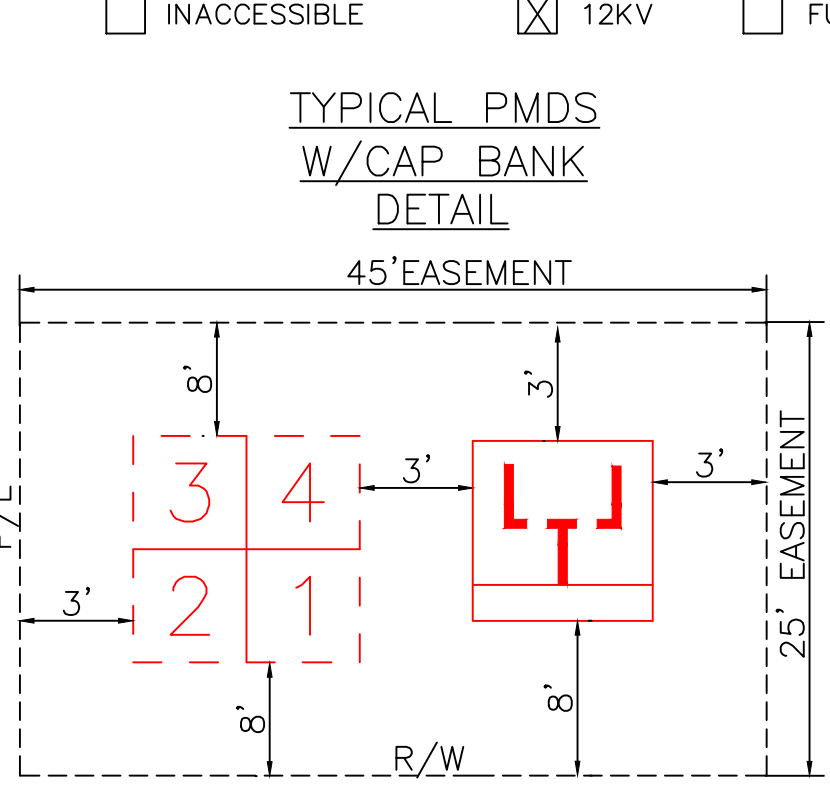
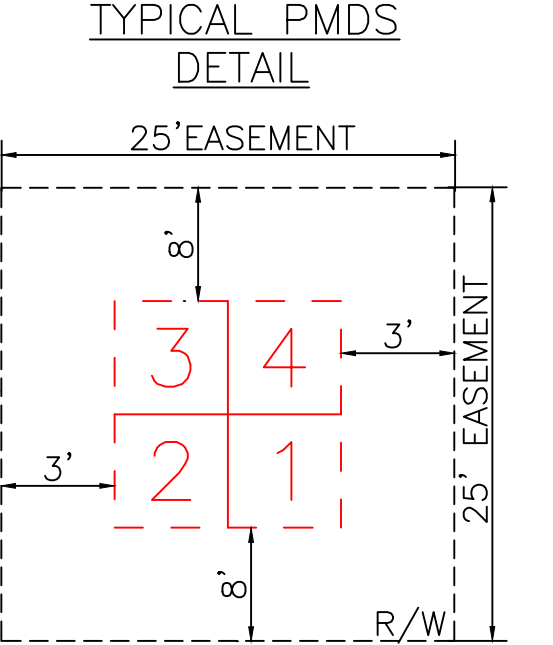
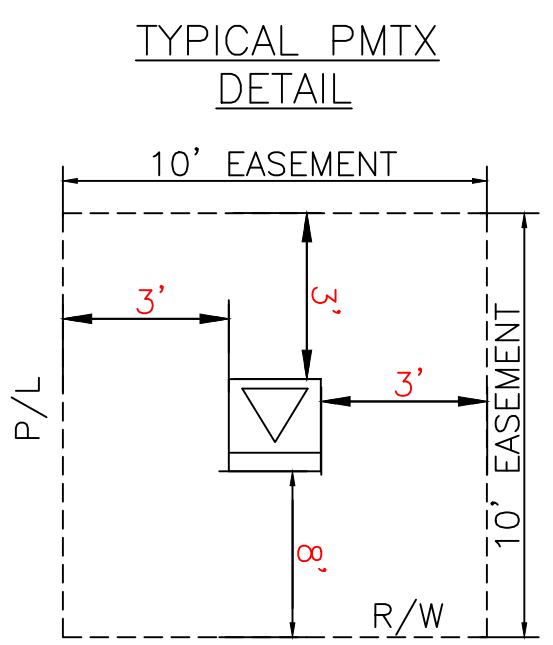
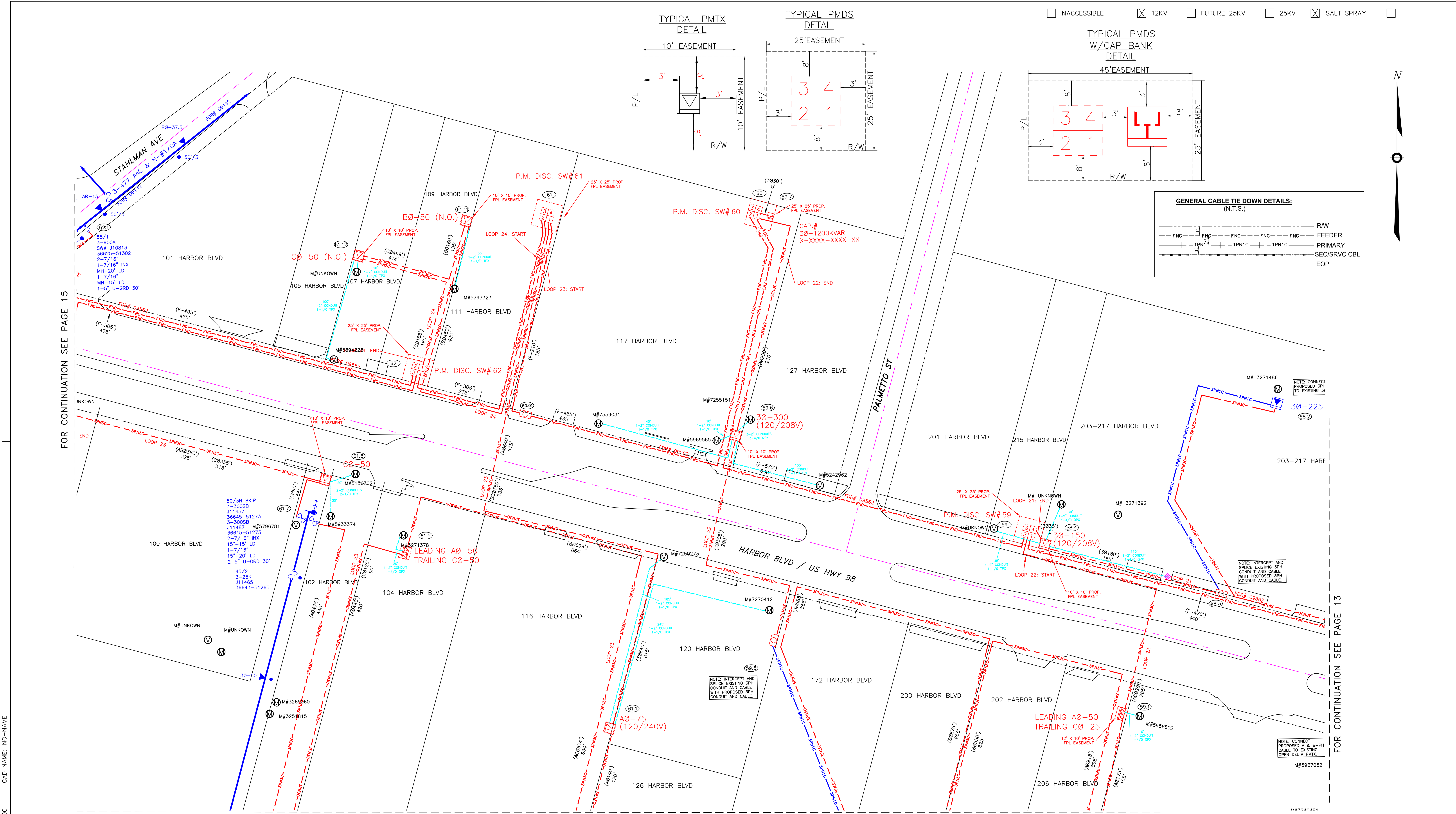
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(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

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FOR CONTINUATION SEE PAGE 15

FOR CONTINUATION SEE PAGE 13

PLOT DATE: 06/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

FOR CONTINUATION SEE PAGE 14B

FOR CONTINUATION SEE PAGE 14B

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	
Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	
Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	
Date	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
PERM REC'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
	WMD	RR XING	COUNTY RD.	TRANS.	
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	



DESIGNED BY	
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DATE	
MAP NO.	
0 20 40 80	
FEET	

W/A: NW	CITY OF DESTIN PHASE 1
	UG FOR CONSTRUCTION
	US HWY-90
	DESTIN/OKALOOSA, FL
DWG NO.	PAGE 14
WR: 11341323	WR: D0113 - 41 - 323

TWNP: 00S. RRG: 00E. SEC: 00 QTR:

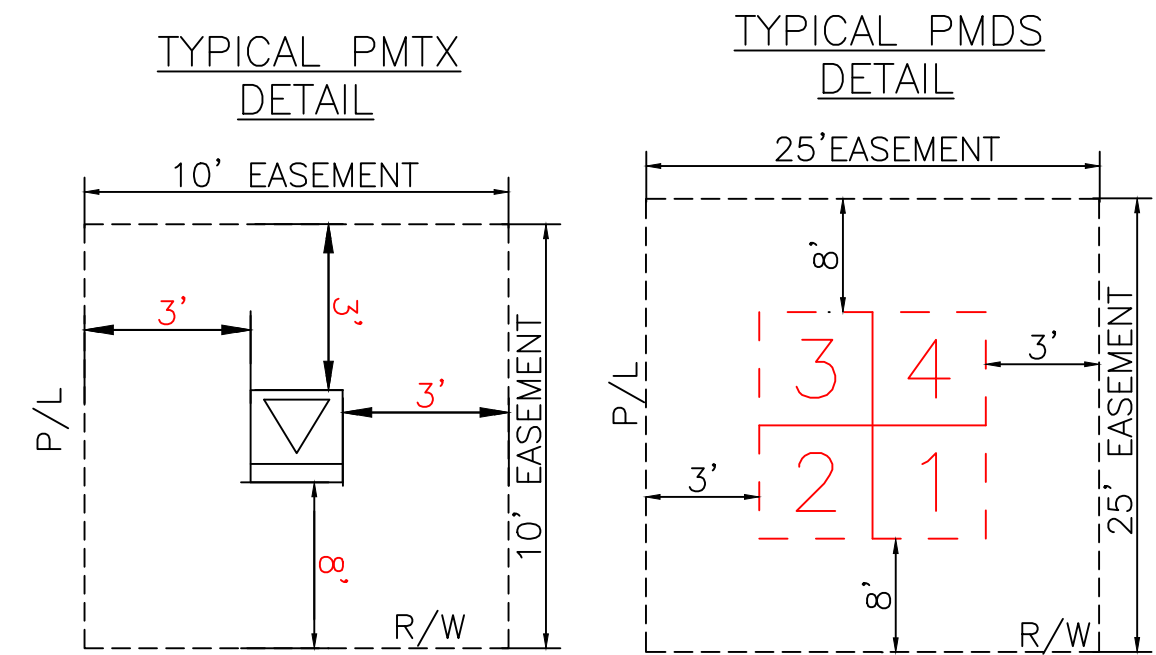


Diagram illustrating a 45° EASEMENT layout. The easement is defined by a 45° angle and a 25' EASEMENT width. The layout shows a 3' offset from the P/L (Property Line) and a 3' offset from the R/W (Right of Way) line. The easement area is divided into four quadrants labeled 1, 2, 3, and 4, with a central structure labeled 'L' and 'I'.

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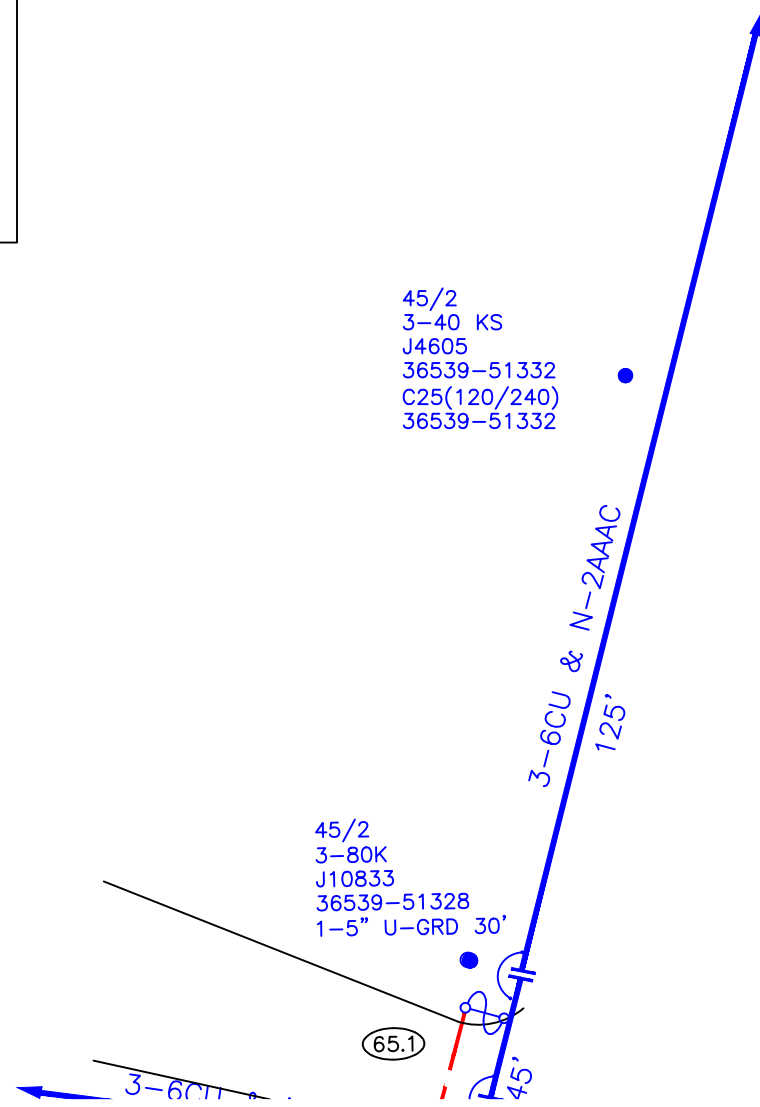
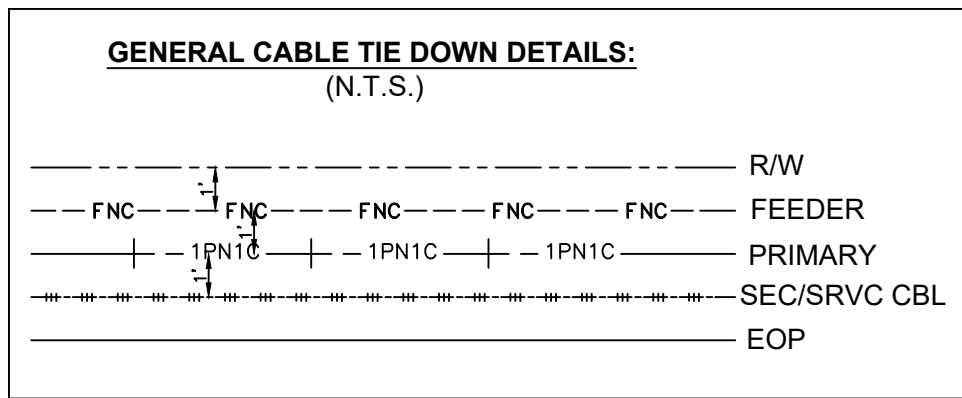
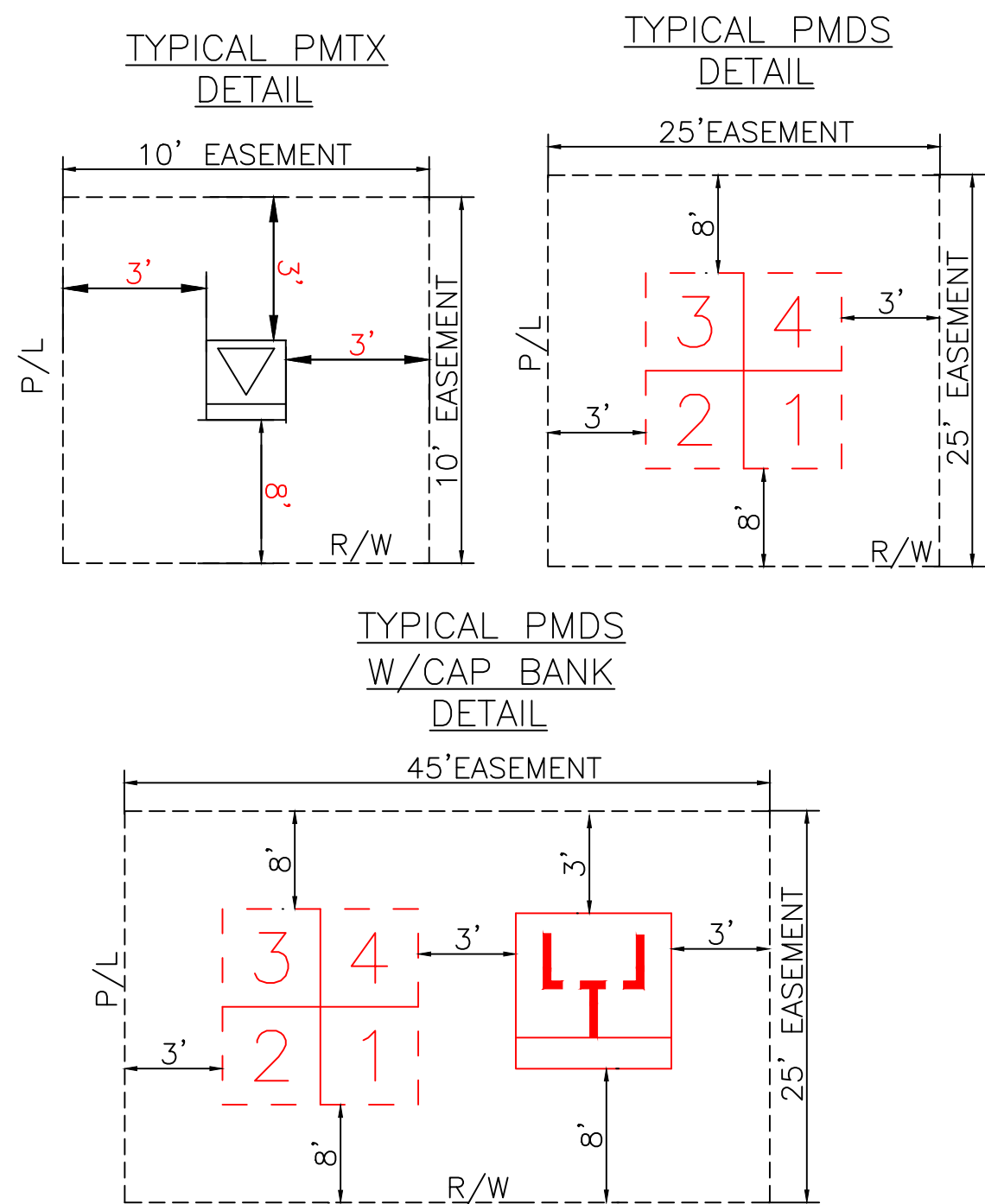
EASEMENTS REQUIRED

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Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stage? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet		DATE							
Supervisor's Signature				Date	PERMIT RECORD	CITY	DR. DIST.	COUNTY	AIR		STATE	RD			FAA	MAP NO.
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					WMD	RR	XING	COUNTY	RD.	TRANSM.			0	20	40	80
Foreman's Signature				Date	Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				FEET 		DWG NO. WR: 11341323 WR: D0113 - 41 - 323	



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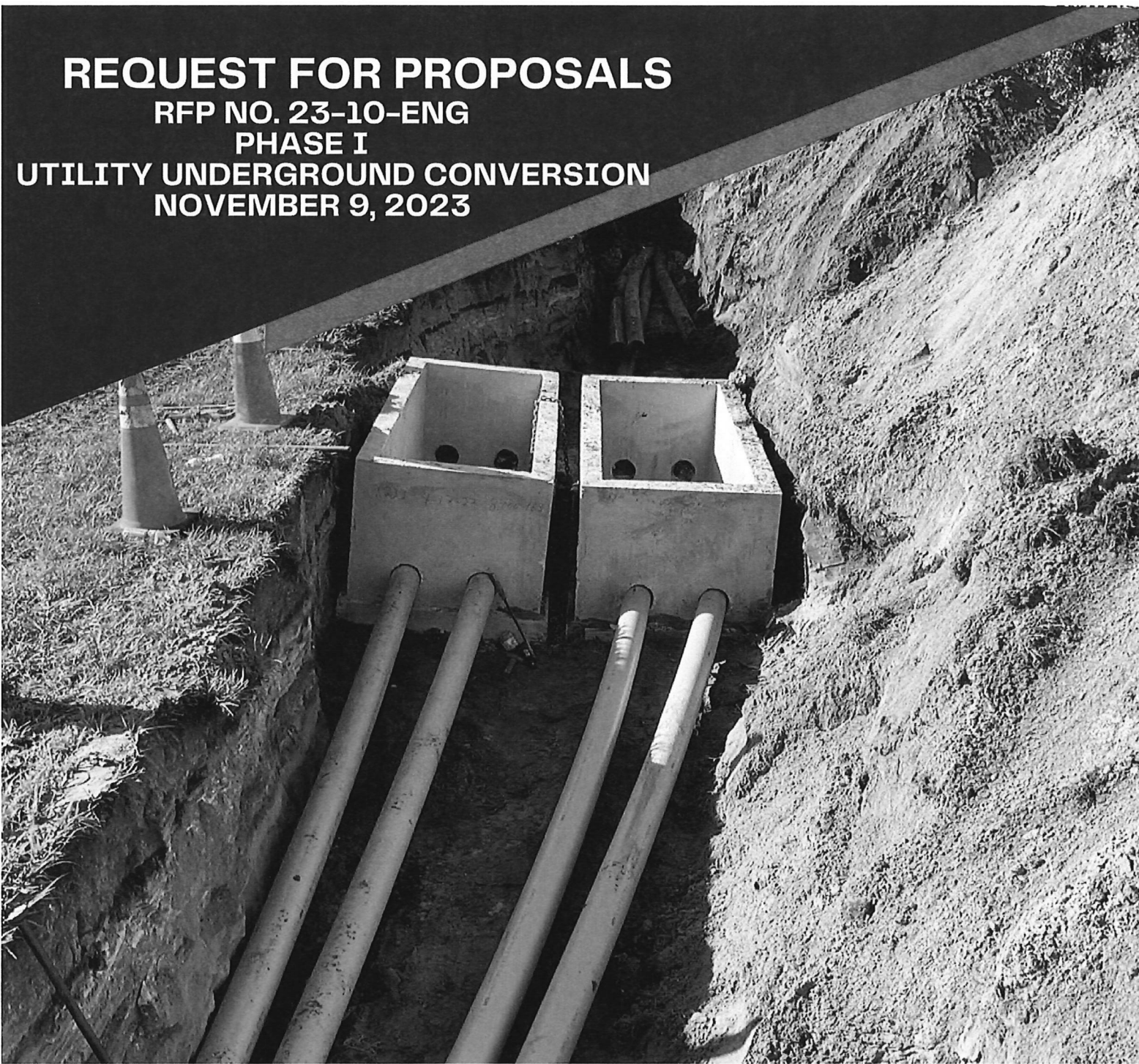
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Initials		Cert. Date		Foreman's Signature		Date		Tree Work? YES ☐ NO ☐			Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐				DRAWN BY					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet		PERM REC'D			CITY		DR. DIST.				COUNTY AIR		STATE RD		FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Supervisor's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☐			CATV Request? YES ☐ NO ☐		MAP NO.				-		DATE			
Foreman's Signature		Date																				

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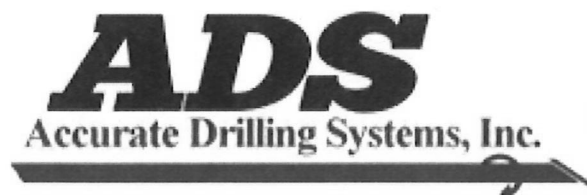
TWNP: 00S. RNG: 00E. SEC: 00 QTR:

REQUEST FOR PROPOSALS
RFP NO. 23-10-ENG
PHASE I
UTILITY UNDERGROUND CONVERSION
NOVEMBER 9, 2023



ORIGINAL

Proposed By:
Accurate Drilling Systems, Inc.
49 N. Industrial Loop
Labelle, Florida 33935
Mr. Juan Martinez



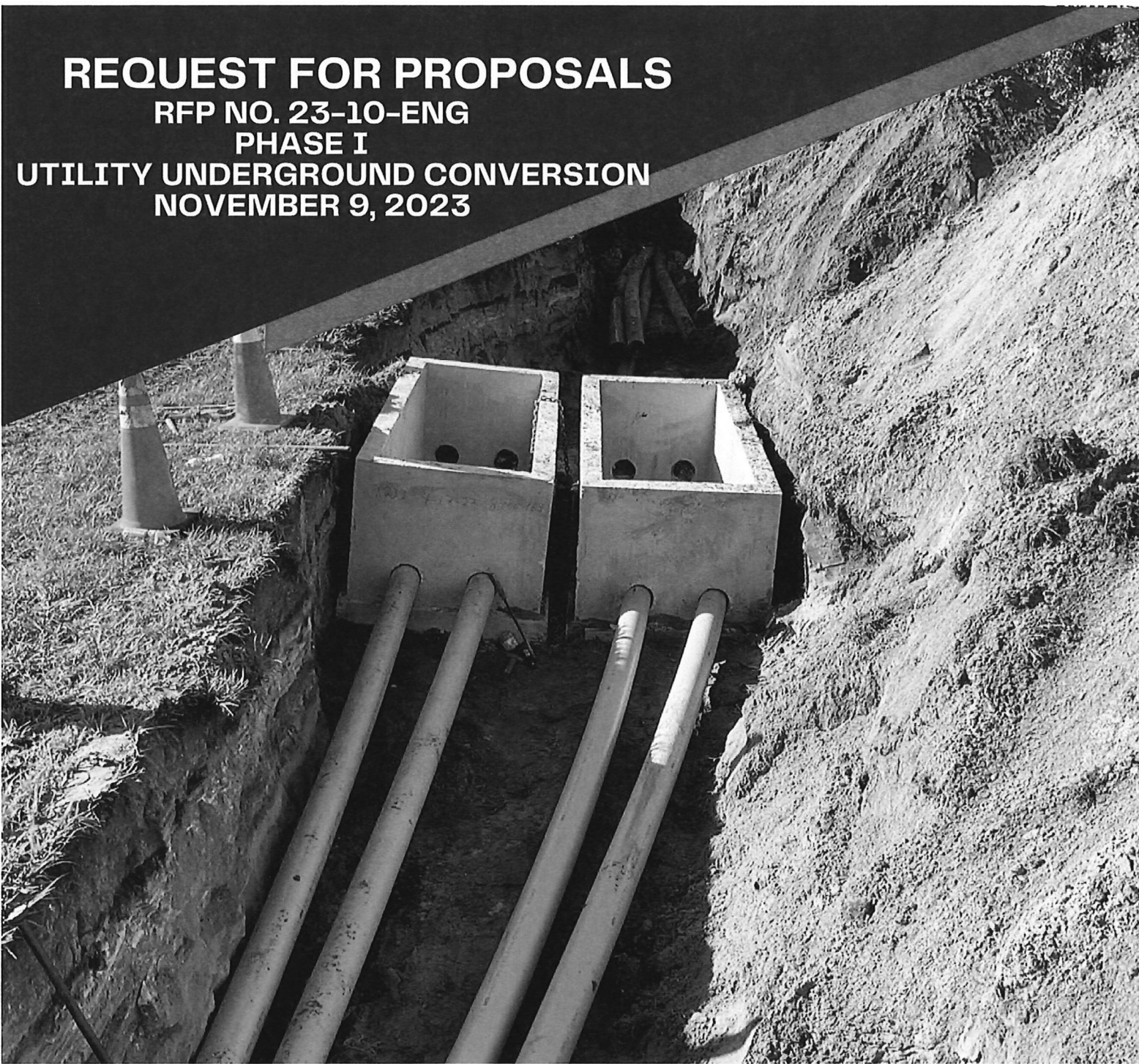
Proposed To:
City of Destin, Florida
Mr. Rey Bailey, City Clerk

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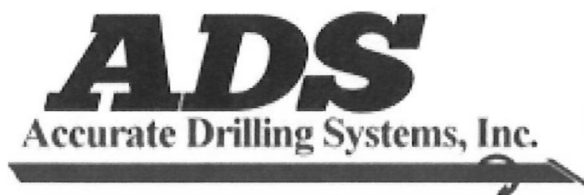


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Contractor Qualification, Ability, & Experience	5
Contractor Personnel Qualification and Experience	11
Interactions with City and regulatory Agency Staff	21
Timely Completion of Projects	27
Surveys of Past Performance	29
Price Proposals / Schedule of Values	32
Forms	33

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PHASE I
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49 N. Industrial Loop
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Proposed To:
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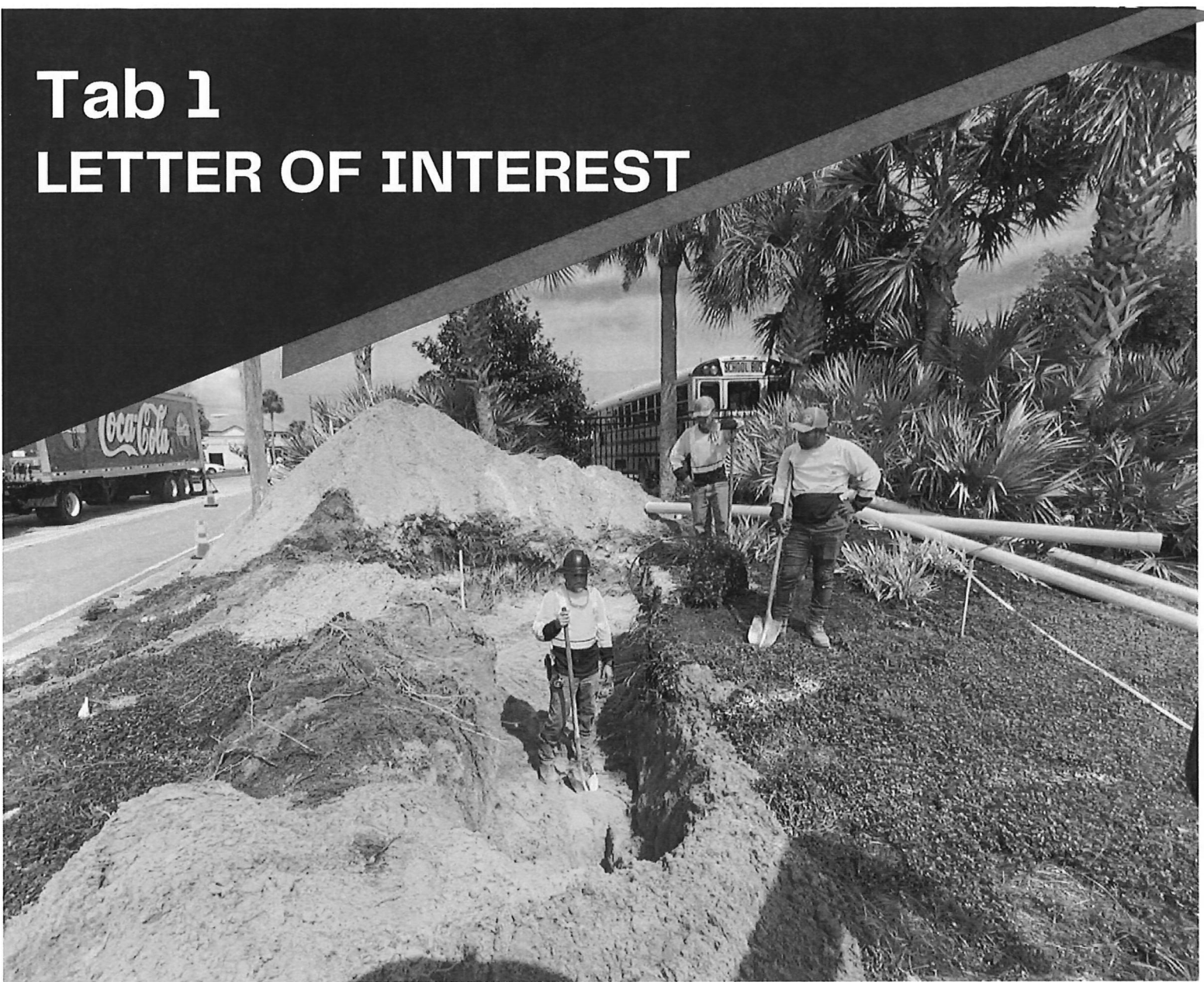
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Tab 1

LETTER OF INTEREST



We know how to build complicated projects for our clients and have a long track record of success.

ADS
Accurate Drilling Systems, Inc.



TAB 1 – LETTER OF INTEREST

November 9, 2023

Mr. Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

Re: RFP #23-10-ENG Phase 1 Utility Underground Conversion

Dear Mr. Bailey and Bid Committee Members,

Accurate Drilling Systems, Inc. (ADS) is honored for the opportunity to present our unique qualifications for the City of Destin Phase 1 Utility Underground Conversion project.

You will find within our proposal our **unwavering commitment to our clients**, the coastal communities we had the privilege of working with, and our **ability to partner with FPL**, including FPL Project Manager, Mr. Hau Tran, to successfully perform underground conversion projects.

We encourage the City to contact all of our public clients where we have performed similar coastal underground conversions to hear directly from them of our ability to provide quality work while providing cost efficiencies.

ADS is schedule driven to exceed our client's expectations with project completion time frames. Being familiar with working in coastal communities, performing underground conversion projects, it's important to be mindful of seasonality and impacts the work may have on residents & businesses and we have that proven track record of excellence.

Our team will be led by Mr. Juan Martinez of JM Underground, LLC who will remain your project manager throughout pre-construction, logistics planning, carrier communication and the entire construction process from start to finish. Mr. Martinez will be your day-to-day, single point of contact throughout the entire process from this RFP proposal to the finish line. Mario Acevedo, the Vice President of Accurate Drilling Systems, Inc. will be the signatory to any contractual documents.

We have hand-selected our team to provide the City the strongest and most experienced team for this project. Mr. Martinez and our team have decades of experience working on both coastal and inland public projects with FPL. **There is no learning curve for our team as we have worked with FPL**, we understand the requirements and how these projects are built, including but not limited to the carrier's involvement.

We take pride in our stellar communication with clients and their staff to ensure **we understand their needs and their expectations are always being met**. ADS has a proud relationship with our clients, as well as valuable relationships with all of our subcontractors. We believe our team's past experience, stellar communication, detailed quality control and our intense safety program combined with our history of working within coastal 'boutique' communities makes the **ADS team the best team to deliver this project on-time and under budget**.

Understanding.

ADS understands the City undergrounding conversion is divided into seven phases with this specific RFP being Phase 1 of the project. We understand Phase 1 project services will include construction of all required FPL, Cox Communication, Century Link and UnitFiber underground infrastructure, design and coordination services associated with the installation of Phase 1, FPL street light conduit system, including final certifications and as-built drawings. The entirety of this Phase 1 has an 18-month completion goal of all proposed infrastructure from the City-issued NTP.

The City's underground conversion project has numerous similarities to your neighboring community, the City of Gulf Breeze. It involves most of the same utility owners, scope, and working along a commercial section of US 98.

We truly care about what we do and what that means for you!

ADS has been working diligently on the City's Phase 1 approach to determine a plan to construct the project in a manner that has a very minimal impact on residents, visitors, business, and traffic flow. We want the entire community to be invested and excited about the project and its success. We commit to do our part to ensure we provide the precise project management we similarly provided to the successful City of Gulf Breeze project. We will ensure the work within the community is successfully completed as we do with all of our projects.

Working with FPL.

ADS, JM Undergrounding, LLC, and the majority of our staff for this project have all been involved with numerous FPL underground conversions projects. In fact, **we are often asked by some of the major undergrounding companies across the state to be a sub-contractor to perform some of the most challenging components of these types of projects.**

Our team has a successful working relationship with FPL's Project Manager, Mr. Hau Tran, and we foster a strong partnership in order to be extremely efficient for all of our clients.

Your dedicated Project Manager, Mr. Juan Martinez, has 16 years of experience working on several FPL underground conversions projects. Mr. Martinez has established a successful and positive working relationship with Mr. Tran. **Mr. Martinez has developed an exceptional familiarity with Mr. Tran and has successfully met the stellar expectations set by him and FPL.** Mr. Martinez most recent experience comes from constructing the underground conversion for the City of Gulf Breeze, the City of Bradenton Beach, and with a past employer, the Town of Longboat Key. These communities have comparable, unique challenges as the City of Destin and these projects were under the exclusive management of Mr. Martinez.

Unlike most contractors, ADS visually inspects what calls to be converted. We do not assume the design from FPL is 100% accurate. **We work with FPL and their teams to ensure its correct the first time thus eliminating change orders and a potential increase, in time or monetary, to the City.** This type of working relationship is mandatory for an on-time and under budget project. ADS is that contractor to bring this already established relationship with FPL to the City.

Working with Carriers.

Just as critical, working with the carriers is extremely important for schedule and cost efficiencies. We have a successful coordination track record with numerous carriers and ensure their work is reviewed and considered during the overall planning. By working closely with them, we can identify items that been may have missed. **We understand the carrier work and the differences between their routes and termination points versus FPL's.** If carefully planned, ADS can eliminate any need to go back to a previously worked area to address something that otherwise could have been missed.

For example, in our underground conversion project for the City of Bradenton Beach, we were able to identify multiple connection points that were overlooked in the design and made the adjustments in the field. This allowed us to manage our time, present the project to the City on time and without any additional cost.

We are using that same method in our current project with the City of Gulf Breeze and by understanding the needs upfront, communicating with both of the carrier project managers, their design team, and the field experts, that provides ADS a lane for maximum efficiency.

A key component to the City's project is the successful established relationships Mr. Martinez has with most of the same carriers and their project managers which will be involved in the City's project.

Working with Existing Utilities.

One of our strongest assets and principal concentrations is to **save the City time and money throughout the lifetime of the project.** One of the solutions to achieve this is avoiding a delay.

What can cause a delay?

Utility locators may wrongly identify their facilities and this happens frequently.

We truly care about what we do and what that means for you!

Rather than solely rely on their data and locate marks, **ADS will go above and beyond.**

- 1) We build strong communication lines with the locators in the field.
- 2) As we stated above, we work with the carries, as well as others (Water, Sewer, Gas, Etc.) to best understand what critical infrastructure they have in the corridor.
- 3) We constantly locate the existing utilities ourselves to confirm the markings rather than assuming they are correct.

This is a best practice method for us and it is common practice. We take much pride in this approach and we have very little utility damage as a result. We encourage you to ask our clients and **let our work speak for itself.**

Our field crews tap on to the existing systems and use our own locator devices to see if there are any differences or concerns. We open manholes and trace the gravity laterals to ensure they are identified. We don't just rely on the locates as our primary identifier and hope for the best. Although this cannot avoid any damage, it will significantly reduce damages.

We do not want to hit any existing utilities so we go above and beyond. We know from previous experience, this is acknowledged and appreciated by our clients. That appreciation is also extended from the residents and businesses that rely heavily on constant service.

We have a proven track record of success considering the tight corridors that are inherent to working within a coastal community.

Making it a reality.

Our ultimate goal is to minimize the disturbance to the community while maximizing the efforts to provide a seamless transition and offering our service to successfully deliver this project to the City of Destin.

Mr. Martinez will systematically sequence the work activities as the City and the project dictates.

We have extensive experience successfully completing complex occupied spaces for public clients. **We understand that businesses and commercial spaces must remain fully operational during construction.** For this reason, we believe a comprehensive preconstruction approach with the latest technology is significant.

Preconstruction.

Mr. Martinez and his team have the experience and lessons learned for recent similar projects and would propose the following ideas for consideration during preconstruction to ensure a smooth seamless transition:

- **Hold City Hall type meetings with businesses and commercial tenants coordinated with the City's Chamber of Commerce.**
- Hold City Hall type meetings for residents coordinated through City Hall or HOA's.
- Door hanger distribution. They are a physical reminder of upcoming events. Provide a QR Code that would direct to dedicated web page.
- Door to door communication. This allows everyone to feel invested and gives us increased accountability.
- Dedicated City email. Questions and concerns can be submitted and forwarded to Mr. Martinez for response/attention within 24 hours
- Dedicated undergrounding web page on the City's main web site to provide the latest project status.
- **Establish bi-weekly meetings between City Staff, Carriers and other applicable utilities.**
- Staging yard and operations. ADS is already investigating staging yard options.

We truly care about what we do and what that means for you!

Construction.

Mr. Martinez and his teams recognizes the importance of the tried and true saying "Leave nothing behind but footprints". Keeping this in mind, it is always in the forefront of our plan to minimize the impacts to the City, to its residents and business community. From careful consideration of the environmental issues to managing coastal community construction practices, inspections and on-time deliveries, our team has the experience to overcome these obstacles while mitigating the disturbance to the surrounding areas. We commit the following to the City:

- Non-invasive construction strategy. This allows our team to embrace working within multiple ecosystems and environments, it reduces construction costs and its environmentally sustainable.
- Sustainable approach. Provides cost savings ideas throughout the project.
- Cleanliness. During the progress of the construction, ADS shall keep the sites and other adjacent areas free from accumulations of waste materials, rubbish, and other debris daily.
- Low impacts. We have a proven successful track record of keeping impacts to the City at a minimum.

What separates ADS from the rest?

Because of our extensive coastal work, **we are experienced in effectively working alongside the vested public, residents, and businesses and fielding issues before they become problems.** We have the experience combining with our procedures to develop a customized, effective and timely approach to meet all of your unique undergrounding needs.

There is no learning curve to this area with our proposed team as we are currently working in the neighboring City of Gulf Breeze.

Our clients will speak extremely high of our customer service and understanding of the work. More importantly, our cost, our speed of completion, our willingness to work with the client and their valued community - we truly care about what we do and what that means for you.

Roughly 60% or more of the major part of the project involves boring - we are the one of largest boring contractors in the State of Florida.

We don't rely on subcontractors for a large majority of the work, eliminating issues that can often be created as a result. We have more control and responsibility thus being able to provide better cost to the City.

Commitment.

Our commitment to the City of Destin is steadfast and unwavering. It is of utmost importance the City will walk away with a successful underground conversion project that was performed at the highest standards possible.

A majority of the FPL undergrounding projects are in the southern portion of the State. We bring the City the familiarity of already working locally, working with FPL and counterparts of the former Gulf Power group, and the local carriers with great success.

We can assure that we can provide the highest level of quality while adhering to our core values of honor, integrity and trust. Given the opportunity, we commit that we will do everything to make this project not only successful but hopefully a fun experience and build future relationships. Thank you for the opportunity to propose on your project and we look forward to further presenting to you.

Sincerely,



Mario Acevedo, Vice President, Accurate Drilling Systems, Inc.
PO Box 3035
Labelle, Florida 33975
863.517.4124

We truly care about what we do and what that means for you!



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ACEVEDO, MARIO

ACCURATE DRILLING SYSTEMS, INC.
49 N INDUSTRIAL LOOP BLDG B
LABELLE FL 33935

LICENSE NUMBER: CUC1225661

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



2023-2024

Hendry County Business Tax Receipt

Issued By: Patrick B Langford, Hendry County Tax Collector

RECEIPT EXPIRES: 9/30/2024

RECEIPT NUMBER

3388

Business Type
230001 CONSTRUCTION Employees

BUSINESS ID: 5638

ACCURATE DRILLING SYSTEMS INC
ACEVEDO MARIO
PO BOX 3035
LABELLE, FL 33975

LOCATION 465 CASE RD #B
LABELLE, FL 33935

PAID \$9.00 Sep 5, 2023, 12:54:53 PM



Quantity
5

Amount
9.00

Total
9.00

Renewal

9.00

Penalty

0.00

Total

9.00

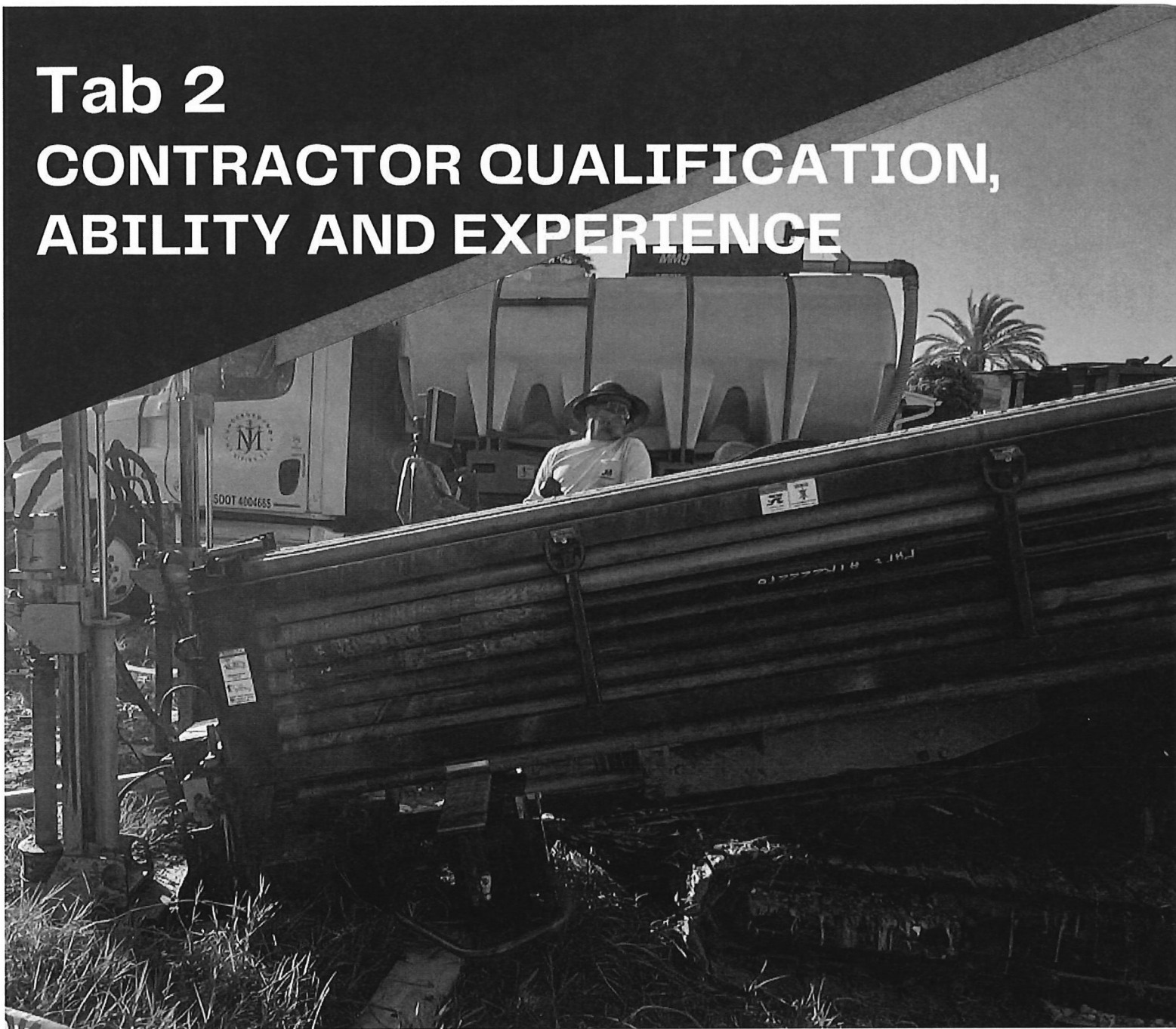
X

A handwritten signature in black ink, which appears to be "P. Langford", is written over a horizontal line.

I SWEAR THAT THIS APPLICATION FOR RECEIPT IS MADE FOR THE BUSINESS OR
PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT.
THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE INCLUDING
ZONING.

Tab 2

CONTRACTOR QUALIFICATION, ABILITY AND EXPERIENCE



Our team's experience working in coastal communities is extensive.

ADS
Accurate Drilling Systems, Inc.



TAB 2 – CONTRACTOR QUALIFICATION, ABILITY AND EXPERIENCE

Project Approach.

Our approach is to meet with City staff to better understand the overall vision for this undergrounding of Phase 1. We will listen to your concerns and share our expertise with our approach based on that information. **We bring an experienced construction team to deliver this project and exceed the City's expectations.**

The majority of our projects are performed on coastal communities in Florida. We are very familiar with FPL's policies and procedures. **We have a strong relationship with Mr Hau Tran which will be the FPL project manager for this project.** We fully understand his design intent and have the ability to field review and make changes to bring to him that offers solutions. This is why we have been able to work well with him on these projects.

In the City of Gulf Breeze, we have had a great relationship and working understanding with Mr. Tran. We have worked through some adjustments that are related to the differences in FPL's proposed equipment and infrastructure and the old Gulf Power system. Because of this, **we have already been able to better understand some compatibility issues that we can bring to the City of Destin.**

Another critical step, which we have already spent time in the field reviewing ahead of this proposal, is to identify where some of the equipment is proposed and form a constructability approach. We understand that City staff has already initiated some of the easement conversations and field reviewed the locations. Because we are so intimately familiar with this process, we are ready to jump in and assist City staff. During our field review, we noted that most of the equipment seems to have been designed reasonably well for installation. We can immediately review the locations, if selected, to further explore the ground so the easements can be completed and to avoid any delays.

Our similar projects bring a wealth of experiences with undergrounding sections in tight corridors surrounded by businesses, residents, restaurants, beach access, condominiums, and seasonal traffic. All these considerations are part of our approach to the City's project.

Our overall approach, construction management, and project management will be above and beyond your expectations and deliver a project that the City will be proud to be part of.

Critical components for success.

Directional Bore Operations.

Most of the work will be directional bored to install not only FPL's conduit infrastructure, but the carriers and FPL's streetlights. During our field review, we observed a tight corridor with very limited right-of-way. We absolutely shine with this type of work and **we will exceed your expectations with how efficient and careful are team is.** We exceeded the expectations of the City of Gulf Breeze as well as most of our clients with how quickly we move with minimal impacts and careful consideration to the adjacent properties. This will minimize your community or your City Councils voicing concerns.

We carefully plan all activities, we white line the area, and we spend a significant amount of effort upfront to make sure we a very well planned. That's what creates a very quick and efficient approach.

Equipment Installations.

Another critical component is the FPL equipment installation. We understand the FPL requirements for spacing, off-sets, and other key factors. We work closely assuring this effort with FPL and City staff to ensure the location is clear and everything is in order. We are very familiar with this portion of the work and **confident in our ability to efficiently install the equipment** as we have done on similar projects.

Switch Order Requests.

We understand the significance of the FPL switching process. Throughout the proposal we speak to this and how critical steps throughout the project are done for this to be successful and efficient as possible.

We will keep up with the as-builts during the project so this can quickly be prepared and delivered to FPL. During boring operations, we will GPS the route and depths, we will update the plans as we go and be prepared to work with Mr. Tran for the switching request.

We are currently almost complete with the last switching order in the City of Bradenton Beach and familiar with FPL requirements.

Another consideration with our approach is the FDOT effort and coordination. In the City of Gulf Breeze, we worked with FPL and City staff to help coordinate with FDOT permitting, as well as the carriers. There will be FDOT permit requirements and standards required for this project. We are familiar with this and are already carrying through with a similar effort in the City of Gulf Breeze that will help in Destin.

What we have learned overall is that every job is different and we have the ability to communicate well with everyone which is a major component of the project's success.

Coordination Efforts for Effective Constructability.

In addition to FPL, we are familiar with the carriers involved with this project. In fact, we are currently working with most of them within the City of Gulf Breeze. Here we are eliminating the learning curve and bringing in our already built relationships to carry over into your project. This work is vastly different, and we understand those differences and how it impacts our approach. **We know what the individual expectations are for this project** and what is preferred and what is not.

We understand that every city we have contracted with would like to ensure when the poles are ready to come down, the carriers are not still attached to the poles. We will work to do everything on our part to ensure this doesn't happen.

For example, the City of Bradenton Beach undergrounding project involved several carriers that needed to be quickly in position to removal their aerial attachments ahead of the FPL wreck out. We vigorously worked with them and stayed in constant communication to ensure they were informed of our schedule, and **we knew what they needed and when they needed it.**

This project was a huge success and it is reflected as such in the Surveys of Past Performance along with a Letter of Recommendation from the Mayor of the City of Bradenton Beach in Tab 4.

Our current efforts in the City Gulf Breeze brings an enormous advantage to the City because of the lessons learned, established relationships and cost savings due to ease of mobilization.

Existing Utilities.

Throughout our proposal we reflect on the pride we take with avoiding utility damage to existing utilities. We truly feel our approach sets us far apart from most contractors. It begins with understanding that utilities sometimes have limited information on their facilities.

Utility Owners.

Due to no fault of their own, they are relying on old as-builts or limited information on older facilities. Additionally, sometimes as-built information will get lost or misplaced. Even with the most honest intentions they sometimes are just unaware of some existing facilities.

Utility Locators.

We often find that locators are stretched thin, especially in this newer environment with so many projects and limited staff. We sometimes find that they will locate with minimal effort so they can keep up with everything. Sometimes they also have older as-builts that are not the most reliable giving them limited information.

What Usually Happens.

The utilities get located off from where they actually are. If we were to just assume that the information is correct, utilities would get impacted at no fault of ours if its outside the 2' marking. They also sometimes don't tap onto the existing system and trace the actual line.

Overcoming these issues.

At the start of the project, we work closely with these critical partners. We try and build bonds and offer to do our part to help them. We ask for any background knowledge of their facilities.

We don't assume that what they marked is always going to be accurate.

We utilize some of our own locating equipment to double check the route(s)

We open manholes and trace the laterals.

We carry COAX kits so that we can splice back any damaged COAX cables.

Our clients will confirm we rarely hit existing utilities.

UNDERGROUND CONVERSION PROJECT – CITY OF BRADENTON BEACH, FL.



The City of Bradenton Beach Project was a full of tight corridors, extremely populated streets and sidewalks and surrounded by residential homes and commercial properties.

This was completed successfully by JM Underground, LLC and your dedicated project manager, Juan Martinez.

The scope of work performed for the City of Bradenton included:

- Coastal community
- Seasonality
- High tourism
- Has a CRA District
- Extremely commercial
- Extremely tight corridor
- Careful consideration working around existing utilities within such a limited right-of-way corridor
 - FDOT coordination
 - Heavy Carrier communications
 - Installation of Carrier conduit
 - Streetlight Conduit
- Feeder, Primary, and services to both business and residential properties
 - Setting/Installing Equipment
 - Switching
- Coordination with Hau Tran (FPL)

Name and location of project:
City of Bradenton Beach
Underground Conversion,
Bradenton Beach, FL.

Cost of the Project:
\$3,000,000.00

Project Owners
Representative Name:
Ricinda Perry
107 Gulf Drive, Bradenton
Beach FL.
941.526.6468
Ricinda@Verizon.net

Date Project was Completed:
November 2023

UNDERGROUND CONVERSION PROJECT – CITY OF GULF BREEZE, FL.



The City of Gulf Breeze was a complex project and completed successfully by JM Underground, LLC and your dedicated project manager, Juan Martinez.

The scope of work performed for the City of Gulf Breeze include numerous similar characteristics to the City of Destin.

- Seasonality
- High tourism
- Has a CRA District
- High commercial viability
- Extremely tight corridor
- Careful consideration working around existing utilities within such a limited right-of-way corridor
- Careful consideration to ingress/egress
- FDOT coordination
- Heavy Carrier communications
- Feeder, Primary, and services to both business and residential properties
- Setting/Installing Equipment
- Pulling Wire
- Installing Carrier conduit
- FPL streetlighting
- Switching
- Coordination with Hau Tran (FPL)

Name and location of project:
City of Gulf Breeze, Florida
Underground Conversion,
Gulf Breeze, Fl.

Cost of the Project:
\$3,444,695.00

Project Owners
Representative Name:
Thomas Lambert
1070 Shoreline Dr., Gulf
Breeze Fl.
850.934.4094
Tlambert@gulfbreezefl.gov

Date Project was Completed:
On-Going

UNDERGROUND CONVERSION PROJECT – Town of Longboat Key, FL.



The Town of Longboat Key project was contracted under under a previous employer; however, Juan Martinez served as the day-to-day project manager for 3 years of this on-going project.

This project is similar in all aspects to the scope of work for the City of Destin.

- Coastal project
- Seasonality
- High tourism and heavy vehicle traffic
- Carrier communications
- Feeder, Primary, and services to both business and residential properties
- Setting/Installing Equipment
- Coordination with FPL

Name and location of project:
Town of Longboat Key,
Florida Underground
Conversion,
Longboat Key, Fl.

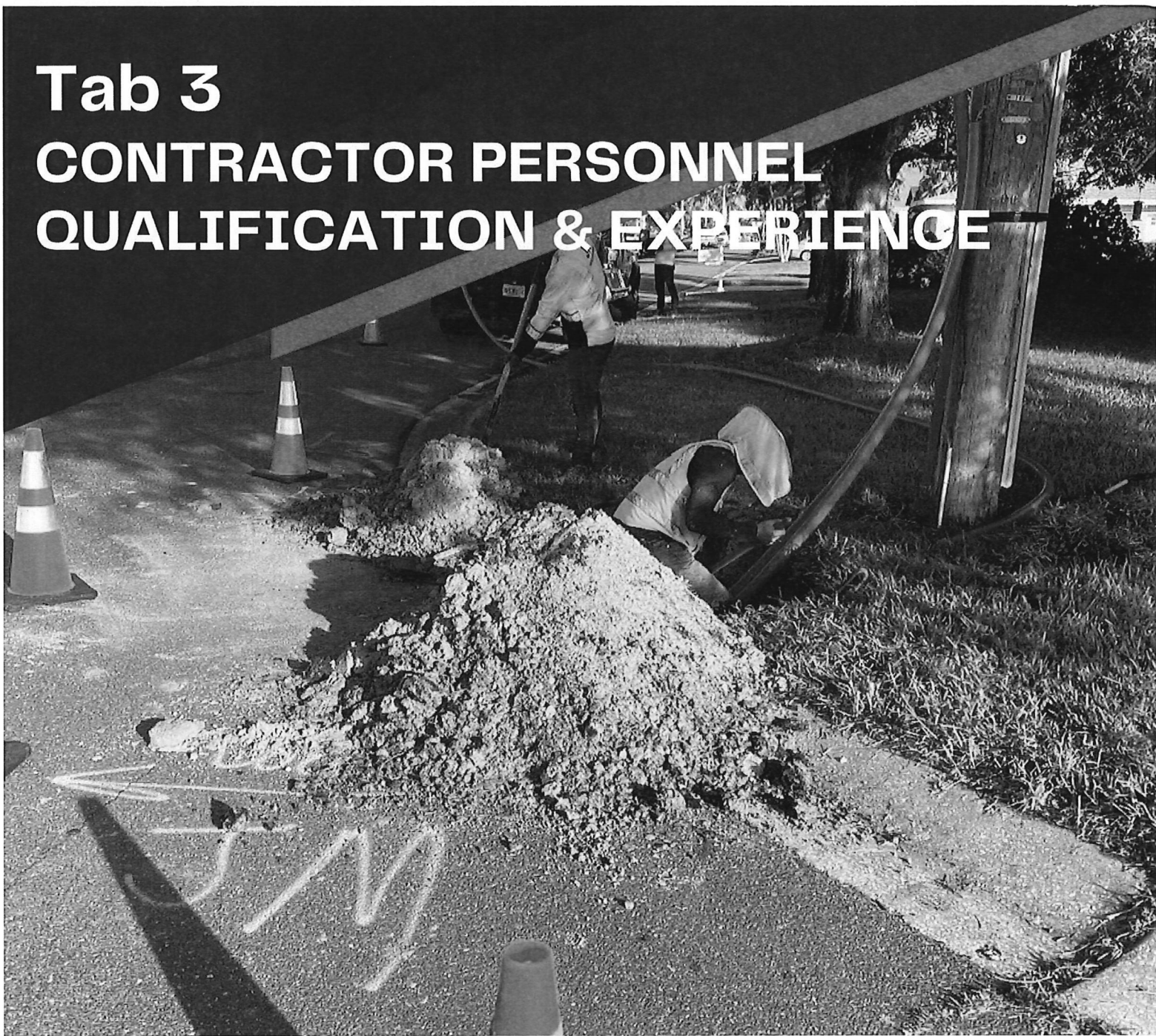
Cost of the Project:
\$40 million+

Project Owners
Representative Name:
James Linkogle (Ret.)
941.650.1957
Jglink@verizon.net

Date Project was
Completed:
Anticipated 2024

Tab 3

CONTRACTOR PERSONNEL QUALIFICATION & EXPERIENCE



Our background and experience bring valuable lessons learned for the underground conversion project.

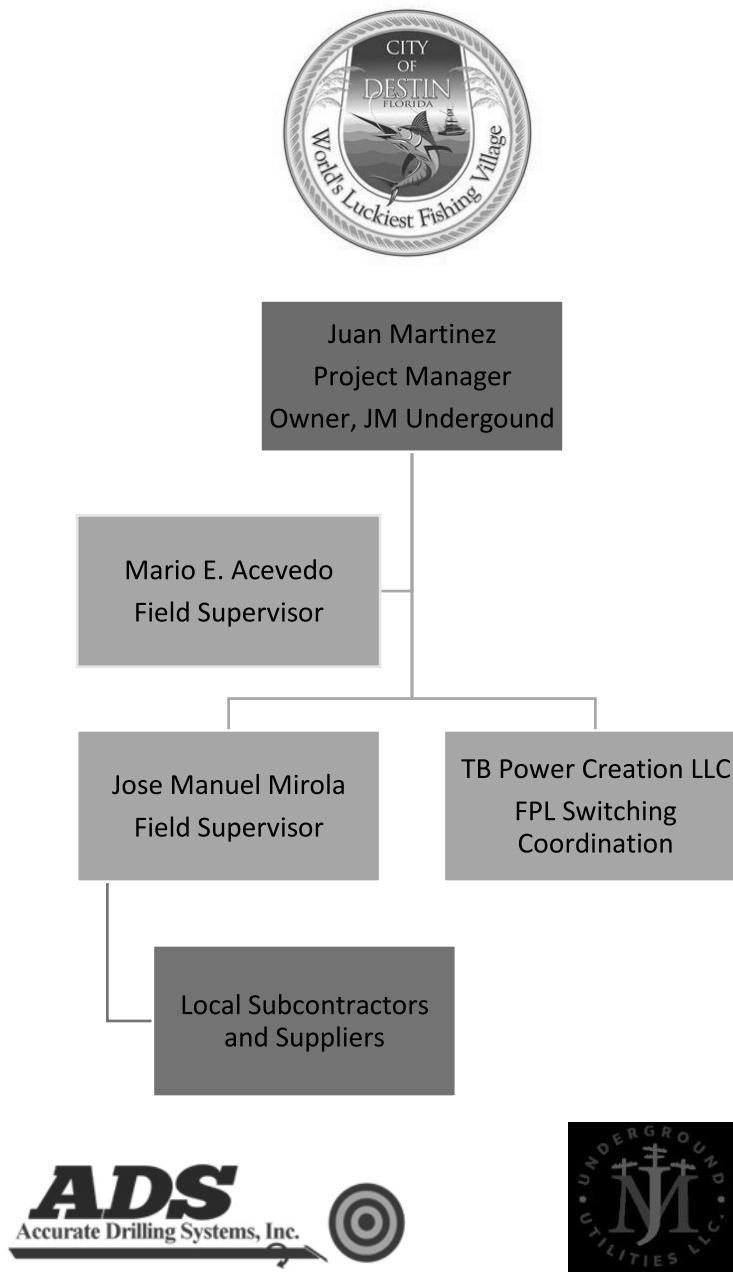
ADS
Accurate Drilling Systems, Inc.



TAB 3 - CONTRACTOR PERSONNEL QUALIFICATION AND EXPERIENCE

The ADS team members assembled for this project was constructed to ideally suit the needs of the City. The collective experience includes successful construction and underground conversion experience throughout the State of Florida. Our teams skills, experience and knowledge will aid in successfully delivering the project within the City's schedule, budget and expectations of quality and service.

The organizational chart below provides an overview of how the team will function during all phases of the project.



Team Highlights.

Juan Martinez

Project Manager
Owner, JM Underground, LLC

Juan is the owner and operator of JM Underground, LLC. He will serve as the Project Manager to our team, providing day-to-day operations, field coordination, oversight and guidance throughout the entire project. Having a dual role, this allows him to make on-the-spot decisions for this project. Juan will have 100% dedication to this project.

Juan has recent experience working for the City of Gulf Breeze, a neighbor, similar in attributes as the City of Destin. Juan would encourage City Staff and City Council to drive through the Gulf Breeze community to see if work first-hand. Juan also has recent coastal community underground conversion experience with the City of Bradenton Beach and the Town of Longboat Key. Having this experience will be one of the many advantages to having Juan as your Project Manager for this project in addition to his 16 years of experience working with FPL underground conversion projects.

Mario E. Acevedo

Field Supervisor
Vice President, Accurate Drilling Systems, Inc.

Mario currently serves as the Vice President of Accurate Drilling Systems, Inc. For the City's project, he will serve as a field supervisor. Mario will be responsible for the supervision on his job site activities, including the coordination of the project field crews, subcontractors and field construction activities. Mario will have 40% dedication to this project.

Jose Manuel Mirola

Field Supervisor

Jose will serve as a field supervisor and will be responsible for the supervision on his job site activities, including the coordination of the project field crews, subcontractors and field construction activities. He will work in conjunction with Juan to ensure the work is performed to the highest quality possible and to ensure all deadlines are met and the project stays on track. Jose has 8 years of experience working with FPL underground conversion projects and he will have 100% dedication to this project.

TB Power Creation

FPL Switching Coordination

TB Power Creation is the approved FPL contractor for this project. They will be a subcontractor for all of the FPL switching coordination. TB Power Creation has provided services to FPL under that name for the past 3 years. Under a former company name, there was 15 years of FPL provided services.

Juan Martinez

Construction Project Manager

Juan Martinez has over 16 years of professional experience in the utility industry with extensive experience on underground utility projects with local municipalities. Mr. Martinez' areas of expertise include utility underground conversion project management, utility coordination, directional drilling, project scheduling to ensure critical path adherence and timeline tracking, project budget management, and inter-corridor project coordination.

Mr. Martinez currently serves as a full-time Construction Project Manager on several major utility projects designed to enhance their community's way of life. He works closely with the utility owner and the client to ensure critical path schedule items are closely followed and that all project corridor stakeholders are included in project progress. His ability to verify proposed utility locations in association with existing utility locations, while ensuring his crews are aware of schedule milestones and timelines and stay on task, along with his experience coordinating with existing utility agency owners (UAO) and state and local agencies, has led to many of his projects finishing on time and under budget.

Wilco Electrical: Town of Longboat Key, Gulf of Mexico Drive, crossing over Manatee and Sarasota County, Florida (June 2019 to Present) Mr. Martinez is a Construction Project Manager on this 10-mile-long utility undergrounding project in this beach community. His responsibilities include coordinating survey to verify accurate utility locates and relocates, organizing meetings with existing overhead utility carriers to aid in the underground conversion progress, coordinate with Florida Power and Light (FPL) and Town project managers to ensure project feasibility with the construction plans and other contract documents, schedule utility crews for utility installation, ensuring crews follow safe practices while installing utilities, and creating accurate as-built, final plans. Mr. Martinez is responsible for managing 12 individual crews performing trenching and directional boring of underground conduit, pulling utility cable, and installing fiber optic infrastructure, setting equipment pads, installing transformers, switch boxes, curbs and ballasts, connected all project equipment and performing streetlight tie-ins, and completing all property restoration and landscape installation. Cost: \$48 million.

Wilco Electrical: City of Bradenton Beach, Manatee County, Florida (April 2021 to November 2021) Mr. Martinez served as a Construction Project Manager on this complex utility undergrounding project within this beach community. His responsibilities included coordinating survey to verify accurate utility locates and relocates, organizing meetings with existing overhead utility carriers to aid in the underground conversion progress, coordinating with Florida Power and Light (FPL) and City project managers to ensure project feasibility with the construction plans and other contract documents, scheduling utility crews for utility installation, ensuring crews followed safe practices while installing utilities, and creating accurate as-built, final plans. Mr. Martinez was responsible for managing 7 individual crews performing trenching and directional boring of underground conduit, pulling utility cable, and installing fiber optic infrastructure, setting equipment pads, installing transformers, switch boxes, curbs and ballasts, connected all project equipment and performing streetlight tie-ins, and completing all property restoration and landscape installation. Cost: \$2.5 million.

Wilco Electrical: Belleair Beach, Pinellas County, Florida (March 2019 to June 2019) Mr. Martinez was a Construction Project Manager on this utility undergrounding project in this beach community. His responsibilities included

Years of Experience

16 Total

8 years with Wilco Electrical

4 years with Ivy H. Smith

4 Pike Electric, Inc.

Certifications

ABC Institute, Inc.:

Certificate of Completion of
Apprenticeship as a
Certified Line Erector

OSHA: 30-hour Training for
the Construction Industry

Juan Martinez

coordinating survey to verify accurate utility locates and relocates, organizing meetings with existing overhead utility carriers to aid in the underground conversion progress, coordination with Duke Energy and Belleair Beach project managers to ensure project feasibility with the construction plans and other contract documents, scheduling utility crews for utility installation, ensuring crews followed safe practices while installing utilities. Mr. Martinez was responsible for managing 6 crews performing trenching and directional boring of underground conduit, pulling utility cable, and installing fiber optic infrastructure, setting equipment pads, installing transformers, switch boxes, curbs and ballasts, performing equipment tie-ins, and completing all property restoration and landscape installation. Cost: \$1.8 million.

Wilco Electrical: South Palm Beach Island, Palm Beach County, Florida (June 2020 to August 2021) Mr. Martinez was a Construction Project Manager on this utility undergrounding project. His responsibilities included coordinating survey to verify accurate utility locates and relocates, organizing meetings with existing overhead utility carriers to aid in the underground conversion progress, coordination with Florida Power and Light (FPL) and Palm Beach Island project managers to ensure project feasibility with the construction plans and other contract documents, scheduling utility crews for utility installation, ensuring crews followed safe practices while installing utilities. Mr. Martinez was responsible for managing up to 6 crews performing trenching and directional boring of underground conduit, pulling utility cable, and installing fiber optic infrastructure, setting equipment pads, installing transformers, switch boxes, curbs and ballasts, performing equipment tie-ins, and completing all property restoration and landscape installation. Cost: \$2.9 million.

Ivy H. Smith: Various utility projects in Melbourne, Florida for AT&T (September 2015 to September 2019) Mr. Martinez was a Utility Construction Foreman on various utility undergrounding projects. His responsibilities included managing a crew of skilled and unskilled laborers and equipment operators installing utility equipment, such as utility RV cabinets for telephone communication, utility manholes, pulling coax cable and fiber optic cable, and performing trenching and directional boring for utility conduit installation. Mr. Martinez was also in charge of performing weekly safety meetings with his crew and reporting hours worked and pay quantities installed on each project.

Pike Electric, Ink: Various projects in Melbourne, Florida for Florida Power and Light (FPL) (February 2011 to September 2015) Mr. Martinez was a Groundman and an Overhead A Lineman on various FPL utility projects. As a groundman, he was responsible for ensuring the linemen on his crew had all their tools and safety equipment to perform overhead utility work on power lines. Once promoted to an A Lineman, Mr. Martinez performed maintenance on overhead power lines for FPL. His responsibilities as an A Lineman included changing/installing new utility poles for power lines, installing new overhead, phased transformers, and repairing downed power lines.

Utilities Underground Conversion

Job Experience

J.M. Underground Utilities. LLC, did not install these projects, but, Juan Martinez, The owner of J.M. Under Ground Utilities LLC was the project manager on these projects.

Town of Long Boat Key 49 million Dollars

Contact: James Link Linkogle

941-650-1957

jlinkogie@longboatkey.org

Bradenton Beach 1.9 million Dollars

Bradenton Beach Underground

Contact: Ricinda Perry

947-526-6468

Ricinda@verizon.net

Mario E. Acevedo

PO Box 3035 LaBelle, FL 33975 ♦ ace@accuratedrilling.com ♦ Phone (863)517-4124

VICE PRESIDENT – PROJECT MANAGER – OPERATIONS DIRECTOR

Strategic planning • Directional Boring • Underground Utility

An accomplished Vice President, Project Manager and Operations Director for Accurate Drilling Systems, Inc. achieving extensive experience in operational coordination, underground utility contracts, and strategic planning. An Executive thinker skilled at navigating complex situations, identifying efficient improvements, and next level success growth.

Professional Experience

ACCURATE DRILLING SYSTEMS

2015-PRESENT

Project Manager & Operations Director

Project Manager and Operations Director of directional utility contracts and bids

- Supervisor
- Job Coordinator
- CDL Driver
- Vermeer Machine Operator
- Locate for underground utility tickets

LABELLE TIRE CENTER, LLC.

2015-PRESENT

Manager

Operational Director that trained personnel, coordinated sales, and inventory

- 6 years' experience in business management
- CDL Driver
- QuickBooks POS
- Sales

Certifications & Training

- Underground Utility Contractor License
- ITE Training with Sunshine State One Call of Florida
- OSHA-30
- First-Aid & CPR
- Job Safety Training
- Weather & Fire Hazards
- Intermediate Maintenance of Traffic (MOT)
- (PPE) Personal Protection Equipment
- DOT Safety & Compliance Training Seminar
- HDPE Fusion Training
 - ASTM F2620-19 Medium Diameter 2" IPS-20" IPS
- Supervisor Reasonable Suspicion Training
- QuickBooks Pro & POS
- Microsoft Office

References

Available upon request



JOSE MANUEL MIROLA

158 S. Elm st Fellsmere FL. 32948/ 5594299542

OBJECTIVE

Seeking a challenging and responsible position that will challenge my skills and grow professionally along with the company.

EXPERIENCE

JM Underground

Field Supervisor March 2023- present

- Supervise job site and employees
- Manage expenses
- Operate heavy machines
- Dig, drill, locate
- Comply with city regulations, communicate with inspectors and other city officials

Wilco Electrical LLC

Field Supervisor June 2017-March 2023

- Locate, drill, dig
- Operate heavy machinery
- CDL driver

Pike electric

Labor Hand- July 2012-June 2017

- CDL driver
- Assisted in locating underground utilities,
- Set manholes and clean up after jobs

Edwin Brasil Dairy

Ranch hand July 2007- June 2012

- Milker
- Assisting in veterinary procedures such as injecting, birthing and caring for sick livestock
- Feeder and transporter of calf
- Operating machinery to aid in daily tasks such as forklift

EDUCATION

Escuela Preparatoria "Jose Rodriguez Elias"

High School Diploma-2008

AWARDS AND ACKNOWLEDGEMENTS

- CDL Drivers License
- Cpr certified

SKILLS

- Bilingual
- Rig operator
- Problem solving
- Team building
- Leadership skills



Terrell Bridges
7551 Wiles Rd, Ste 203
Coral Springs, FL 33067

10-20-23

Mario Acevedo
Accurate Drilling Systems Inc
49 N Industrial Loop
LaBelle, FL 33935

This letter is to inform that TB Power Creation LLC will be a subcontractor for Accurate Drilling Systems Inc for all the of the FPL switching coordination involved in the City of Destin Underground Project. TB Power Creation LLC is an approved vendor for FPL and certified for switching.

Sincerely,

Terrell Bridges
Chief Executive Officer
TB Power Creation LLC

Cost and Time Efficiency Capabilities.

Our team has been very successful in reviewing the FPL scope of work, considerations to the carriers involvement, streetlight infrastructure, and other incidentals to develop a schedule that will work for the project. For example, we white line the site with all of the proposed work before any work takes place to identify any unforeseen issues that may not be accounted for. Those, if any, are quickly adjusted and we mobilize the crews to advance our operations.

We have already field reviewed the City's project site to determine a schedule based on the current information. We know there are other considerations that may be needed but since we are extremely familiar with these projects, we know the carriers designs come in late sometimes but we can assess their involvement based on the aerial sections we verified in the field.

Between the City's project pre-bid, the information included in the RFP, our team is confident that everything appears to be aligned.

We are currently working with FPL's streetlight group in our current project for the City of Gulf Breeze so we have a good understanding with their needs as well. Although the photometrics probably are not 100% complete we can look at the corridor and determine the overall plan they will more than likely decide on installing.

Understanding the above information, our field review, and based on our experience with these coastal undergrounding projects, we are confident in our ability to commit to an 18-month schedule or less.

FPL Switching, As-Builts and Bore Logs.

This approach is a critical phase during the project and we have a complete understanding. All of our projects that we have identified throughout the proposal require these same efforts.

SWITCHING. Although the switching is towards the tail end of the project, a lot of the process really starts during the boring operation. This is because we GPS the conduit runs as they are being installed rather than waiting until the end. This ensures that we are collecting the data as we go and compiling the redlines rather than waiting until the end.

During this stage we are already working with our surveyor to establish the points for the project so as the data is coming in daily it is being sent and uploaded to the survey so the prints can be updated weekly. This provides a very quick and efficient approach to delivering Mr Tran (with FPL) the redlines he requires for the switching.

AS-BUILTS. Similar to what we stated above, the as-builts go hand-in-hand with the switching process. However, as-builts also include the work of others, such as the carriers and FPL's streetlighting work. As we stated, since we collect the live field data as we go, these updates are being put together throughout the project rather than waiting until the end.

BORE LOGS. This aspect of the project also goes hand-in-hand with the above. As we are boring and collecting the GPS data the bore logs an integral part of that process.

We know this is a truly unique aspect of the project and we have the familiarity required for these components as they are required on all of our projects.

Tab 4

INTERACTIONS WITH CITY & REGULATORY AGENCY STAFF



We have hand selected our team to provide the City with a stellar team.

ADS
Accurate Drilling Systems, Inc.



TAB 4 – INTERACTIONS WITH TOWN AND REGULATORY AGENCY STAFF

City and Regulatory Agency Staff Interactions.

Close coordination between our project manager, Mr. Martinez, and the City's staff is essential for successful project coordination and completion. Mr. Martinez will be responsible for identifying the appropriate personnel for each task and coordinating subcontractor activities.

Mr. Martinez is an expert in his respective realm of expertise, and has extensive experience working with local municipalities and organizations.

He has the prior experience and familiarity with all of the entities and agencies that may be associated with this project, including the Town of Longboat Key, City of Bradenton Beach, Belleair Beach, and Gulf Breeze. Mr. Martinez also has an established relationship with the City's project manager, Utility Consultants of Florida.

Mr. Martinez has a comprehensive understanding of the various local, state and federal agency criteria.

Mr. Martinez has long-term relationships with regulatory agencies and their decision makers. This rich network of interpersonal relationships enables us to provide expeditious services relative to reviews and approvals. **Our team understands agency procedures and their expectations, removing delays and that need to rework submittals that would come with a lack of familiarity.**

Our success in permitting is attributed to four distinct aspects: knowledge of the criteria; early agency coordination; proper documentation; and relationships that are built on years of trust. Our pre-planning efforts allow us to tailor our solutions to the issues most important.

The most critical part of success and timeliness is early, upfront coordination with the respective agencies. Once the existing conditions are evaluated at the inception of a task, we hold early meetings to discuss the intent and to gain early feedback from the agency to tailor the task to meet the requirements. Meetings are then followed up using meeting minutes to ensure clear understanding of all parties involved. Outside meetings will also be noted on the agenda of the established bi-weekly undergrounding meeting with FPL, all carriers and utilities.

Residents. Businesses. Condominium's and HOA's.

Mr. Martinez and his team have the experience and lessons learned for recent similar projects with stakeholder interactions.

We understand how important it is to have minimal impacts on everyone in the community. We want the entire community to be invested and excited about the project and its success. To ensure a seamless transition, our strategy is communication, communication, communication. This process will begin as soon as the team is under contract with the City.

The team has used these processes before with proven success for interactions with its public clients residents, businesses, community condominiums and HOA's and we would propose to the City to consider the following:

- Hold City Hall type meetings with businesses and commercial tenants coordinated with the City's Chamber of Commerce.
- Hold City Hall type meetings for residents coordinated through City Hall or HOA's.

- Door hanger distribution. They are a physical reminder of upcoming events. Provide a QR Code that would direct to dedicated web page.
- Door to door communication. This allows everyone to feel invested and gives us increased accountability.
- Dedicated City email. Questions and concerns can be submitted and forwarded to Mr. Martinez for response/attention within 24 hours
- Dedicated undergrounding web page on the City's main web site to provide the latest project status.

We are confident in our process for communicating and interacting within the community we are working in.

Our crews understand that appearance is truth and its equally important so our crews are consistently being trained on how to interact with residents and business owners that may approach. We demand a high level of professionalism and a smile. City staff will find that we are an excellent steward on your behalf in the field.

We are extremely mindful throughout the lifecycle of the project that we respect owners property while during our work. We strive to properly and professionally communicate the needs and include the project manager with all discussions.

We also provide a well thought out plan for allowing ingress and egress thru the corridor. An excellent example of this would be the similar corridor in the City of Gulf Breeze and how we really worked well with the city and the consultant to achieve this - the business owners would also agree.

November 9, 2023

To Whom it May Concern:

I would like to commend Juan Martinez of JM Underground, LLC for an outstanding job for the City of Bradenton Beach. In my experience, Mr. Martinez and JM Underground, LLC. Have proven to be an excellent, full-service electrical contractor in distribution of power and delivery, including overhead line work, underground distribution power, directional boring and conduit duct banks. On our public projects, I worked closely with Mr. Martinez, who has led the projects efficiently and without issues. On a number of occasions, I received compliments from residents in the community who expressed their positive experience with JM Underground, LLC.

Submittals were produced quickly and completely, most field changes were made to the financial benefit of the City, and requisitions were produced on time and without revision. From manpower to materials, the schedule was managed effectively throughout the projects, and as a result, our undergrounding projects were delivered on time and within budget. Mr. Martinez brings a teamwork mentality to the field and proactively seeks to find prompt and effective solutions to any issues.

In closing, I am confident that given the opportunity, JM Underground, LLC will provide the same high degree of professionalism and commitment to your project. Bradenton Beach looks forward to the opportunity to work with Mr. Martinez and JM Underground, LLC again.

Sincerely,
John Chappie
Mayor, City of Bradenton Beach

Letter of Recommendation

Joe Wolfe

941-809-0626

joseph.wolfe@fpl.com

October 4, 2023

Mario Acevedo

Accurate Drilling Systems, Inc (ADS)

49 N. Industrial Loop

LaBelle, FL 33935

To Whom It May Concern:

I am Joe Wolfe, a retired electrical engineer who worked for Florida Power and Light Co. for 44 years. After a 5-month retirement I was asked to return to FPL as a contractor to work on a special project in an exclusive subdivision surrounded by Sarasota Bay.

My first encounter with ADS and Mario was over 20 years ago on a project to bore under the Upper Manatee River. We had contracted another bore company to make this 2400' bore of 8" HDPE flexible duct. After this contractor was on site for 3 weeks and 3 failed attempts to install the bore, they pulled off the job. We contacted ADS and met Mario in the field. He analyzed the soil conditions from the rods that were left in the ground by the original contractor. He removed those rods and started the bore. If I remember correctly, it was less than a week and ADS had the rods installed to the receiving bore pit.

In Nokomis, ADS was contracted to install a 510' bore of 6" HDPE flexible duct under a canal. There was a lot of elevation change from the ground level to the water level. On this bore rock was encountered. ADS made some adjustments and completed the bore. It did take a little longer due to the rock but the bore was completed successfully within the scheduled timeframe.

ADS recently took over a project that the original contractor had started. This project was to replace an existing duct and manhole system in a 60 year old developed subdivision. The new system would be a URD system with pad mounted transformers. This required installing 2" and 6" bore pipe. The original contractor started boring July 30th 2020. Due to a number of factors and over 2 years later the original contractor said they could not be complete the project within the time constraints required. The original contractor had installed 8,000 linear feet of bore pipe in that time period. ADS took over the project and completed the installation of the bore pipe. They installed over 13,000 linear feet of 2" and 6" bore pipe in 5 weeks and one day. All this with very little foreign utility/property damage.

I would recommend ADS for all ranges of your boring requirements. Please feel free to contact me regarding my experiences with ADS. ADS and Mario consistently deliver on projects that require all types of boring.

Sincerely,

Joe Wolfe

Electrical Engineer, (Retired PE)

Tab 5 TIMELY COMPLETION OF PROJECTS



We are committed to providing a quality product on time and under budget.

ADS
Accurate Drilling Systems, Inc.



TAB 5 – TIMELY COMPLETION OF PROJECTS

Our team has made the commitment to place the City project at the top of its priority.

This means we will ensure to the City that we will provide the necessary resources to complete this project on time.

We are near completion in our current project for the City of Gulf Breeze. By the time the City's project is slated to start, our team will be ready to seamlessly transition to Destin. **This will provide a cost savings to the City as reflected in the Mobilization line item in the bid proposal.**

Recently completed FPL projects.

- The City of Bradenton Beach, 2nd Phase, is in the final switching phase and is expected to be complete in November 2023. The poles are currently being removed in some sections and the remaining poles will be completed soon.
- The City of Gulf Breeze is not complete but is expected to be complete by March 2024. However, we are already complete with a majority of the items of work.
- St Armand's Circle, located within the City of Sarasota undergrounding project located along the east span of the Circle.

Schedule Communication.

The City of Bradenton Beach.

The City of Bradenton Beach is one example of our team's ability to work within their schedule and deliver a project in what would be considered by most as unachievable.

The City of Bradenton Beach advertised a bid without a specific timeline but once awarded, the schedule they proposed was extremely aggressive. Our team met with city staff and the mayor to develop an approach that would work for their seasonality concerns and another project they wanted to start but needed our work completed ahead of time.

We were able to achieve that goal and finished well before the completion date.

The City of Gulf Breeze.

For the City of Gulf Breeze, the team was able to mobilize and plan our work during their busy season. We felt confident in our ability to work with minimal impact to the businesses that rely on access and work around the heavy traffic. **The City was pleasantly surprised with our efforts** and understanding of how we truly minimized disruptions and yet still completed the work timely.

Accomplishing the Scope of Work.

Our team's capabilities encompass all planning, permitting, preconstruction and construction required from the onset of a project through the approval process to completion. **Our team has worked closely with public clients staff, utilities, carriers and stake holders** and has the experience to successfully accomplish the task by planning, coordinating and a wealth of preplanning and communication.

Estimating and pricing in the current market. In this post-COVID and Hurricane Ian world, we have seen a large influx in cost and significant delays on materials on FPL's side. While our proven methods of sequencing do work, our team has a pulse on the current market conditions and examples of how we have mitigated material delays that ultimately could have cost the project

extreme delays. We are constantly bidding projects and have a very good idea of the items that would be considered long lead times including: conduit, concrete items, and transformers.

We will work to ensure we work with materials that have the least amount of lead time possible all while accomplishing the goals of this Project for the City. This is very common for us and yet we have still been able to accomplish this without extra cost to our clients.

Contractors Daily Ability.

Our team consisting of Mr. Juan Martinez and Mr. Jose Manuel Mirola will be dedicated to this project 100%. Your dedicated Project Manager, Mr. Martinez, has 16 years of experience working on several FPL underground conversions projects. Mr. Martinez has already established a successful and positive working relationship with the FPL, the carriers and the utilities. **Communication is the key for day-to-day success.**

Completing the project on time.

Our continued success is based upon the fact that we complete our projects on-time. The team we have assigned to this project are being proposed for their proven success in meeting completion times and they are dedicated employees.

ADS and JM Underground, LLC have a long history of partnering and create a great working environment. Our staff means everything so we take that seriously by showing our appreciation and constantly engaging with them. We are proud of our team and they are all excited about this project.

It's rare that you find an owner of the company right in the mix of the crew but you frequently find Mr. Martinez side-by-side with his crew.

The Team is also the same team that was assigned to the City of Bradenton Beach and the City of Gulf Breeze.

Tab 6

SURVEYS OF PAST PERFORMANCE



We always strive to exceed our clients
expectations.

ADS
Accurate Drilling Systems, Inc.



PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information		Client/Reference Information	
From:	Juan Martinez	To:	Thomas Lambert
Company:	Accurate Drilling Systems, Inc	Company:	City of Gulf Breeze
Phone:	772.224.0399	Phone:	850.934.40094
Email:	Juan@jmunderground.net	Email:	tlambert@gulfbreezefl.gov

Performance Survey of (project name):	
Cost of Services: \$3,444,695	Date Completed: In progress - March 2024 Completion

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	10
3. Quality of workmanship	(1 – 10)	9
4. Professionalism and ability to manage	(1 – 10)	10
5. Close out process	(1 – 10)	N/A
6. Ability to communicate with all staff & applicable parties	(1 – 10)	8
7. Ability to resolve issues promptly	(1 – 10)	8
8. Ability to follow protocol	(1 – 10)	9
9. Ability to maintain proper documentation	(1 – 10)	9
10. Ability to offer solid recommendations & solutions	(1 – 10)	9
11. Had proper resources and personnel by which to get the project done	(1 – 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	9

Thomas E. Lambert

Printed Name of Reference

Thomas E.
Lambert

Signature of Reference

Digitally signed by Thomas E.
Lambert
Date: 2023.10.30 12:43:15 -05'00'

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From: <u>Juan Martinez</u>	To: <u>RICINDA PERRY, ESQ</u>
Company: <u>Jm Underground LLC</u>	Company: <u>CITY OF BRADENTON BEACH, FL</u>
Phone: <u>772.224.0399</u>	Phone: <u>(941) 526-6468</u>
Email: <u>Juan@jmunderground.net</u>	Email: <u>RICINDA@VERIZON.NET</u>

Performance Survey of (project name): <u>3 million dollar underground/conversion</u>	
Cost of Services: <u>\$ 3,000,000</u>	Date Completed: <u>~ 7/30/2023</u>

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 - 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 - 10)	10
3. Quality of workmanship	(1 - 10)	10
4. Professionalism and ability to manage	(1 - 10)	10
5. Close out process	(1 - 10)	10
6. Ability to communicate with all staff & applicable parties	(1 - 10)	10
7. Ability to resolve issues promptly	(1 - 10)	10
8. Ability to follow protocol	(1 - 10)	10
9. Ability to maintain proper documentation	(1 - 10)	10
10. Ability to offer solid recommendations & solutions	(1 - 10)	10
11. Had proper resources and personnel by which to get the project done	(1 - 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 - 10)	10

Ricinda H. Perry
Printed Name of Reference

[Signature]
Signature of Reference

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From: <u>JUAN MARTINEZ</u>	To: <u>JAMES LINKOGLE, PROJECT MGR. (RET.)</u>
Company: <u>JM UNDERGROUND</u>	Company: <u>TOWN OF LONGBOAT KEY</u>
Phone: <u>(772) 224-0399</u>	Phone: <u>(941) 650-1957</u>
Email: <u>JUAN@jmunderground.net</u>	Email: <u>jglink@verizon.net</u>

Performance Survey of (project name): TOWN OF LONGBOAT KEY UNDERGROUND CONV.

Cost of Services: \$40 MILLION + Date Completed: ALL PHASES BORING & EQUIP. PHASE 1: 2020; CONDUCTORS INSTALLED SET IN 2022; FINAL FPL CONV.'S IN PROGRESS

Client: SET IN 2022; FINAL FPL CONV.'S IN PROGRESS

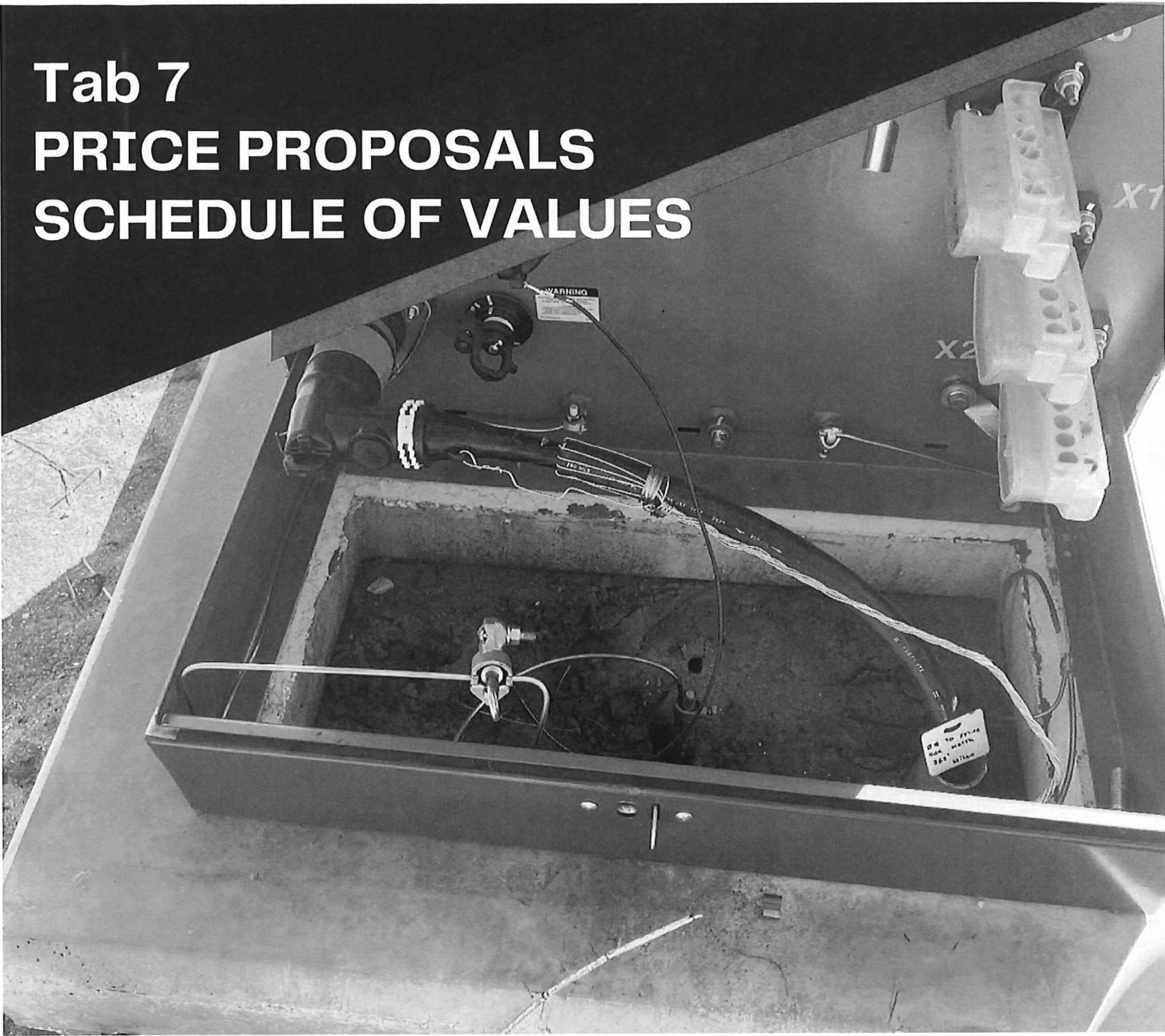
Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 - 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 - 10)	10
3. Quality of workmanship	(1 - 10)	10
4. Professionalism and ability to manage	(1 - 10)	10
5. Close out process	(1 - 10)	N/A
6. Ability to communicate with all staff & applicable parties	(1 - 10)	10
7. Ability to resolve issues promptly	(1 - 10)	10
8. Ability to follow protocol	(1 - 10)	10
9. Ability to maintain proper documentation	(1 - 10)	10
10. Ability to offer solid recommendations & solutions	(1 - 10)	10
11. Had proper resources and personnel by which to get the project done	(1 - 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 - 10)	10

JAMES K. LINKOGLE, CFM (RET.)
Printed Name of Reference

James K. Linkogle
Signature of Reference

Tab 7 PRICE PROPOSALS SCHEDULE OF VALUES



Our committment is unwavering to make
this project a success for the City.

ADS
Accurate Drilling Systems, Inc.



Price Proposal/Schedule-of-Values

City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS	\$80,000.00	\$80,000.00
101-1	Mobilization	1	LS	\$150,000.00	\$150,000.00
102-1	Maintenance of Traffic	1	LS	\$250,000.00	\$250,000.00
				SUBTOTAL	\$480,000.00
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF	\$3.00	\$16,500.00
110-1-1	Clearing & Grubbing	1	LS	\$150,000.00	\$150,000.00
120-6	Sidewalk Restoration	12,000	SF	\$26.00	\$312,000.00
				SUBTOTAL	\$478,500.00
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF	\$20.00	\$98,000.00
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF	\$24.00	\$96,000.00
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF	\$28.00	\$939,400.00
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF	\$32.00	\$3,200.00
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF	\$36.00	\$594,000.00
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF	\$34.35	\$1,040,805.00
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF	\$22.85	\$415,298.75
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA	\$3,500.00	\$52,500.00
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA	\$1,400.00	\$98,000.00
FPL-635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA	\$700.00	\$38,500.00
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF	\$8.00	\$288,000.00
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF	\$5.85	\$1,129,050.00
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF	\$6.00	\$114,000.00
FPL-635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA	\$4,000.00	\$216,000.00
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA	\$1,575.00	\$100,800.00
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA	\$2,000.00	\$40,000.00
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA	\$2,175.00	\$28,275.00
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA	\$4,000.00	\$16,000.00
FPL - PED-1	FPL 3-Phase Pedestals	14	EA	\$1,000.00	\$14,000.00
FPL-635-WH-1	FPL Meter Box Connections	275	EA	\$400.00	\$110,000.00
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA	\$600.00	\$165,000.00
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA	\$900.00	\$139,500.00
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA	\$400.00	\$50,400.00
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA	\$500.00	\$42,500.00
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA	\$1,500.00	\$450,000.00
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA	\$1,300.00	\$71,500.00
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS	\$250,000.00	\$250,000.00
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS	\$160,000.00	\$160,000.00
				SUBTOTAL	\$6,760,728.75
IV. CARRIERS					
OPTIONAL BID ITEMS					
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF	\$32.00	\$592,000.00
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF	\$28.75	\$488,750.00
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF	\$28.75	\$488,750.00
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF	\$2.50	\$46,250.00
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF	\$4.00	\$74,000.00
CARRIER-COORD	COORDINATION	1	LS	\$40,000.00	\$40,000.00
				SUBTOTAL	\$1,729,750.00
V. CARRIERS					
FPL STREETLIGHT INFRASTRUCTURE					
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF	\$20.00	\$640,000.00
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF	\$5.00	\$160,000.00
FPL-SL-COORD	COORDINATION	1	LS	\$40,000.00	\$40,000.00
				SUBTOTAL	\$840,000.00
VI. BOND					
BOND-001	BONDING	1	LS		\$130,000.00
				SUBTOTAL	\$130,000.00
SUMMARY					
I. GENERAL					\$480,000.00
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					\$478,500.00
III. FPL INFRASTRUCTURE					\$6,760,728.75
IV. CARRIERS					\$1,729,750.00
V. FPL STREETLIGHT INFRASTRUCTURE					\$840,000.00
VI. BOND					\$130,000.00
SUBTOTAL					\$10,418,978.75
AWARD: Base Bid Total =					\$10,418,978.75
Written in Words: Ten Million, four Hundred eighteen Thousand, Nine Hundred Seventy-Eight Dollars and Seventy-Five Cents					
					\$

Tab 8 FORMS



Our staff prides itself on responsiveness to clients and the ability to clearly communicate.

ADS
Accurate Drilling Systems, Inc.



CITY OF DESTIN FLORIDA

SUBMITTED PROPOSAL FORM

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

The undersigned Contractor declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Contractor understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Contractor represents that the Contractor accepts, and that this proposal complies with the RFP Documents and that the Contractor has carefully examined the RFP Documents for the designated Services. The Contractor affirms that Contractor is satisfied as to the general nature of the Services; the general character, general quality, and the quantity of the possible materials that may be required; the kind and extent of equipment that generally may be required and other facilities that may be needed for the performance of the Services; the possible conditions and the common difficulties that may be encountered, and all other general and common items which may, in any way, affect the Services or its performance.

The undersigned Contractor proposes, and agrees if this proposal is accepted, that it will contract with the City to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the City as therein set forth.

Under provisions of Chapter 112, F.S., Contractor must disclose with proposal the name of any officer, director, or agent who is also an employee of the CITY OF DESTIN. Contractor must disclose on an attachment entitled "Submitted Bid Conflict of Interest" the name of any City employee who owns, directly or indirectly, a five percent (5%) or more interest in the Contractor's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Contractor's certification of no such employee.

Contractor acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
<u>1</u>	<u>10/17/2023</u>	<u> </u>	<u> </u>
<u>2</u>	<u>10/24/2023</u>	<u> </u>	<u> </u>
<u>3</u>	<u>10/26/2023</u>	<u> </u>	<u> </u>
<u>4</u>	<u>10/26/2023</u>	<u> </u>	<u> </u>

The undersigned Contractor understands that the City reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of at least one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Contractor agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned Contractor acknowledges that services to be performed shall conform to all City codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, begin at 6:00 a.m. and run through 5:00 p.m. Monday through Saturday in accordance with City Code, Chapter 130.



(Signature of Contractor)

Mario Acevedo

(Typed name of Contractor)

Doing Business As: Accurate Drilling Systems

Business Address: PO Box 3035

City: Labelle State: FL Zip: 33975

Phone: 863.517.4124 Fax: _____

Email: Ace@accuratedrilling.com

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

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 23-10-ENG Phase 1 Utility Underground Conversion

2. This sworn statement is submitted by Accurate Drilling Systems whose
business address is PO Box 3035, Labelle FL 33975

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3456452 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Mario Acevedo and my relationship to the entity
named above is its Vice 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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)

 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: 11/7/23

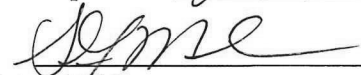
STATE OF FLORIDA

COUNTY OF Hendry

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7th day of November, 2023, and is personally known to me, or has provided driver license as identification.



SAN JUANA MENGUELA
Commission # HH 027429
Expires August 3, 2024
Bonded Thru Budget Notary Services


Notary Public

My Commission expires:

END OF SECTION

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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.

COMPANY: Accurate Drilling Systems, Inc.

ADDRESS: PO Box 3035

CITY: Labelle STATE: FL ZIP CODE: 33975

TELEPHONE NUMBER: 863.517.4124

SIGNATURE:  DATE: 09NOV2023

NAME (TYPED OR PRINTED): Mario Acevedo

TITLE: Vice President

END OF SECTION

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 5
CONFLICT OF INTEREST DISCLOSURE FORM**

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____ NO X

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____ NO X

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____ NO _____

If YES, please describe:

FIRM NAME: Accurate Drilling Systems, Inc.

BY (PRINTED): Mario Acevedo

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: PO Box 3035, Labelle, FL 33975

PHONE NUMBER 863.517.4124

EMAIL: Ace@accuratedrilling.com

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 6
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Accurate Drilling Systems, Inc.
Contractor's Company Name

49 N Industrial Loop, Labelle, FL 33935
Physical Address

PO Box 3035 Labelle, FL 33975
Mailing Address

813.517.4124

Phone Number

813.517.4124

Cellular Number

Ace@accuratedrilling.com
Email address



Authorized Signature – Manual

Mario Acevedo

Authorized Signature – Typed

Vice President

Title

FAX Number

813.517.4124

After-Hours Number(s)

09NOV2023

DATE

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 7
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-10-ENG.
- PHASE I UTILITY UNDERGROUND CONVERSION, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or contractor to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by Accurate Drilling Systems, Inc. (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Accurate Drilling Systems, Inc. (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

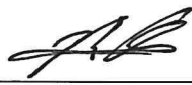
Mario Acevedo, Vice President

Name and Title

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 8
SCHEDULE OF SUB-CONTRACTORS**

The Undersigned CONTRACTOR proposes the following major sub-contractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

<u>Name of Sub- Contractor</u>	<u>Address of Sub- Contractor</u>	<u>License No.:</u>	<u>Task</u>	
JM Underground, LLC	59 S. Oak St., Fellesmere. Fl.		Underground conversion construction and project management	
TB Power Creation LLC	7551 Wiles Rd. Coral Springs, Fl.		FPL Switching Coordination	

Signature: 

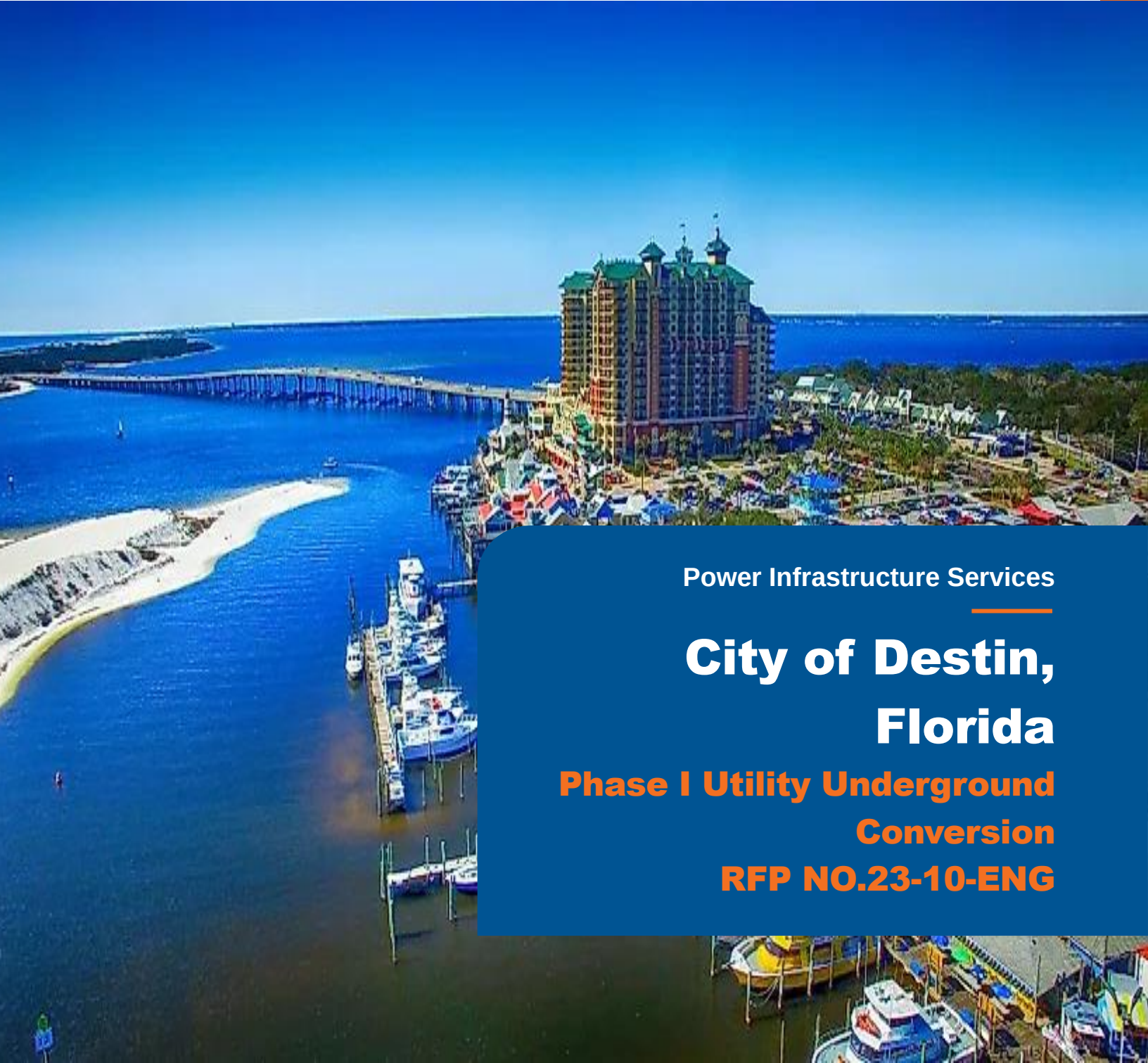
Date: 11/7/23

Title/Company: _____

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.



Hypower, LLC
5913 NW 31st Avenue
Fort Lauderdale, FL 33309
Contact: Curt Landry | Senior Estimator
Phone: 954-895-3137
E-mail: clandry@hypowerinc.com
Web: www.hypowerinc.com



Power Infrastructure Services

City of Destin, Florida

**Phase I Utility Underground
Conversion
RFP NO.23-10-ENG**



REQUEST FOR PROPOSALS

Project Title: Phase I Utility Underground Conversion

Project Number: RFP NO.23-10-ENG

Date: November 7, 2023

Name of Applicant Firm: HYPOWER, LLC

Federal ID No. 88-0271249

Name of Contact Person: Eric Paul-Hus, Senior Vice President

Address: 5913 NW 31st Avenue, Fort Lauderdale, FL 33309

Telephone Number: 954-868-7854

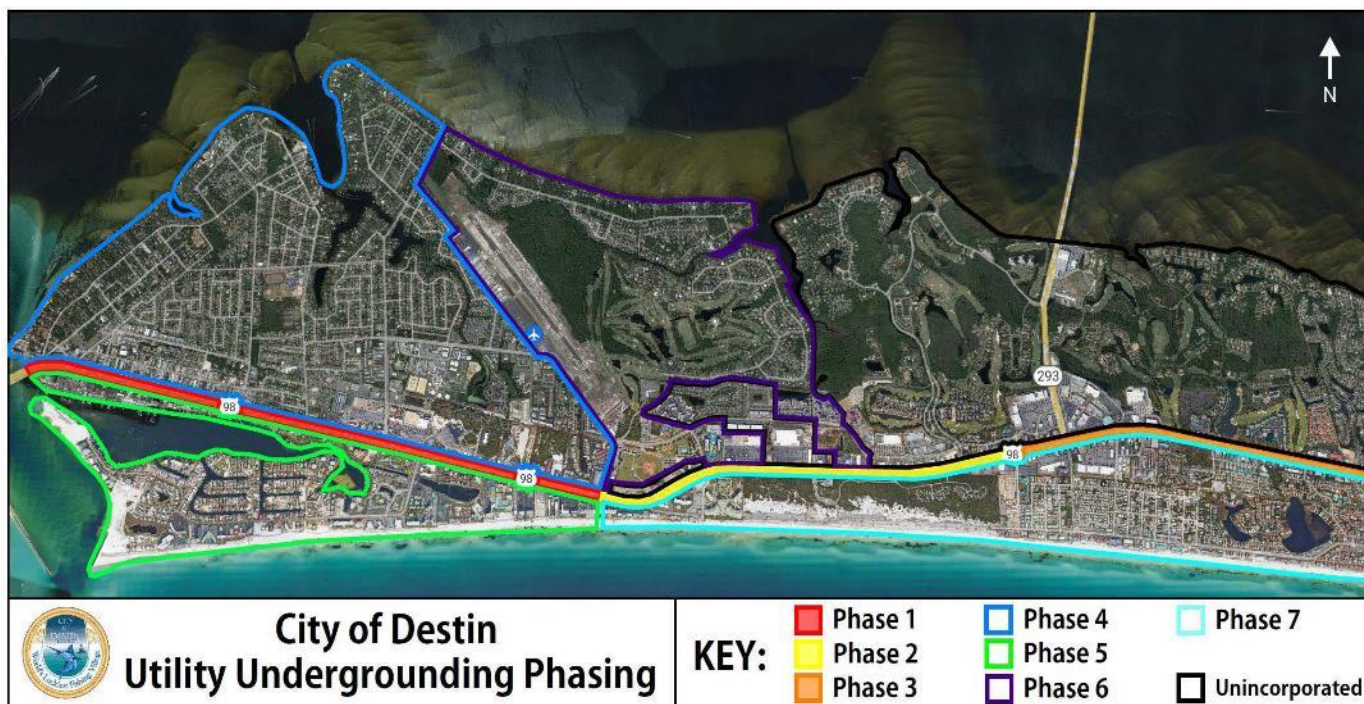


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Tab 1

Letter of Intent

City Hall - City of Destin
Attn: Rey Bailey
4200 Indian Bayou Trail
Destin, FL 32541

11/07/2023

Project: RFP NO.23-10-ENG- Phase I Utility Underground Conversion
Subject: Hypower LLC- Letter of Interest and Proposal | Estimate No. 23P143

Dear Mr. Bailey,

Hypower is pleased to present the attached submittal with a full understanding of your Request for Proposal for the City of Destin's Phase I Utility Underground Conversion (RFP NO.23-10-ENG).

Hypower is a properly licensed Florida General Contractor, Florida Electrical Contractor and Florida Underground Utility and Excavation Contractor. Founded in 1991 and headquartered in Fort Lauderdale, Florida, Hypower LLC employs more than 500 people and has successfully completed over 1,000 projects valued at over \$1.2 billion. Licensed to operate in more than 30 states, Hypower consistently ranks at the top of national leaderboards for its exemplary safety and innovation record within the construction market.

Hypower's Power Infrastructure constructs efficient and reliable electrical underground transmission and distribution systems. Hypower provides design-assist and construction support to electric utility clients nationwide on power infrastructure initiatives. Hypower is exceptionally qualified to deliver turn-key power solutions and has completed installations ranging from 4 kV to 500 kV.

Hypower Telecommunications Group specializes in the design-build and installation of collocation sites/structures, underground telecommunications, long-haul FOC telecommunication infrastructure, large multicarrier duct bank systems, fiber optic blowing, fiber splicing/testing, ISP construction, and OSP Engineering. Hypower combines cutting-edge technology with innovative design, engineering, service, and maintenance capabilities, meaning customers receive the best and latest in industry standards and cost savings. Our highly trained professionals have a proven track record of assisting clients in meeting their network or distribution demands, regardless of complexity, location, or technology.



With Hypower's capabilities as described, it reveals that as a company we specialize in prime heavy underground power and communication infrastructure projects making Hypower LLC the ideal contractor for the City of Destin Utility Underground Conversion. The collective experience of our in-house employees creates an extensive knowledge regarding the combination of power and communication infrastructure that separates Hypower from other Utility Contractors. Hypower understands the coordination efforts that it takes to work with multiple utilities as well as the FDOT and local jurisdictions to execute a timely and successful project.

The Power Infrastructure Division will take the lead on this project and with myself, Eric Paul-Hus – Division VP, at the helm as well as the holder of Hypower's Underground Utility and Excavation License, the City of Destin can feel confident in selecting Hypower as their contractor for this Utility Undergrounding Conversion.

Hypower has experience as the prime contractor with Utility Undergrounding Conversion with Florida Power & Light in addition to Duke Energy. These undergrounding projects include the Village of Golf, City of St Pete, Central Shopping Plaza in Miami, FL. All of these projects involved both power and communications duct banks and were initiated by the local area much like the City of Destin is looking to complete. Hypower successfully completed these projects safely and on time.

Hypower recognizes that a prompt, safe completion of this project is of utmost importance to the City of Destin. We have the proven track record and excellent safety rating to assure the city that your project will be handled with the highest level of professionalism. Hypower's 32-year local presence in Florida has provided numerous opportunities. We are familiar with the county's permitting requirements as we have completed numerous projects with FPL in the area.

Hypower has obtained all professional and business licenses required for the project. You will find those attached. We are an approved FPL contractor in good standing. We've completed If you should have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



Ray McCorkel
Hypower, LLC
President
Phone: 954-935-8617
Email: rmccorkel@hypowerinc.com



Tab 2

Hypower LLC - Qualification, Ability and Experience

Qualification, Ability and Experience

Summary of the Contractor's capabilities and expertise converting FPL aerial facilities to underground and installing communication facilities on similar underground conversion projects.

Hypower is a well-established leader in the field of converting Florida Power & Light (FPL) aerial facilities to underground configurations and installing communication facilities in similar underground conversion projects, particularly in the coastal communities of Florida. Hypower's comprehensive capabilities and expertise in these areas are instrumental in ensuring the success of such projects, as exemplified by their track record and unique strengths.

1. ****Extensive Experience****: Hypower brings a wealth of experience to underground conversion projects. Over the years, they have executed numerous FPL aerial facility conversion projects, earning them a deep understanding of the complexities and nuances of working in coastal communities.

2. ****Communication Infrastructure Integration****: One of Hypower's core competencies lies in seamlessly integrating communication infrastructure into underground conversions. Hypower is well-versed in the requirements and standards of various communication companies, making them adept at coordinating and aligning these efforts.

3. ****Coordination with Stakeholders****: The success of underground conversion projects often depends on effective coordination with multiple stakeholders. Hypower excels in this aspect, ensuring that the City of Destin, FPL, and communication companies are all on the same page regarding project objectives and timelines.

4. ****Timely Scheduling****: Hypower's ability to schedule the installation of communication facilities in a timely manner is a vital component of their success. This skill ensures that the City of Destin facilities can be completed on schedule and ahead of the FPL wreck-out, minimizing disruptions to power services.

5. ****Compliance and Safety****: Hypower places a strong emphasis on compliance with local regulations and safety protocols. Their commitment to adhering to industry standards ensures that projects are executed with the highest level of safety and regulatory compliance.

6. ****Customized Solutions****: Coastal communities in Florida each present a unique challenge. Hypower's ability to offer tailor-made solutions that accommodate the specific needs and constraints of a given community is a testament to their flexibility and expertise.



7. ****Technological Advancements****: Hypower is committed to utilizing the latest technological advancements to enhance project efficiency. This includes employing advanced equipment for excavation, trenching, and installation of underground infrastructure.

8. ****Environmental Responsibility****: Given the delicate coastal ecosystems in Florida, Hypower is dedicated to minimizing the environmental impact of their projects. Their teams work to protect the environment while implementing solutions that enhance the community's infrastructure.

9. ****Communication Company Collaboration****: Hypower's familiarity with communication companies plays a pivotal role in project success. They have established relationships with major telecom providers, understanding the specific needs and standards of these entities for communication infrastructure integration.

10. ****Problem Solving****: Hypower is adept at problem-solving, which is crucial in the construction industry. When challenges arise, they are well-equipped to address them efficiently and effectively, ensuring that the project stays on track.

11. ****Risk Mitigation****: Identifying potential issues and proactively addressing them is another area of expertise for Hypower. They work diligently to avoid delays and disruptions by mitigating risks before they become critical.

12. ****Utilities Protection****: Hypower is highly skilled in identifying, protecting, and working around existing utilities. This is crucial to avoid disruptions to essential services and maintain project timelines.

Hypower's largest lesson learned on our collection of undergrounding projects is that open communication between our management team and all parties involved including HOA's, individual residents, and commercial occupancies is the key to a successful project.

In conclusion, Hypower's exceptional capabilities and extensive experience in converting FPL aerial facilities to underground configurations and installing communication facilities make them a standout choice for coastal communities in Florida. Their familiarity with working on FPL underground conversion projects and their ability to coordinate and schedule these projects efficiently, while ensuring the protection of existing utilities, are key factors in their success. Their commitment to quality, safety, and environmental responsibility further solidifies their reputation as a reliable and knowledgeable partner for complex infrastructure projects in coastal areas.

Awards and Community

HYPOWER'S FINANCIAL STRENGTH

At Hypower, we are committed to maintaining and growing a strong balance sheet. Our Bonding Capacity:

Aggregate: \$300 Million

Single Project: \$100 Million

Surety: Berkshire Hathaway Specialty Insurance Company A++ (Superior)

HYPOWER'S COMMITMENT TO SAFETY

Hypower is one of the largest Specialty Contractors in the Southeast United States. Hypower is proud to rank best in class nationwide for our safety record: we place extraordinary emphasis on safety and loss prevention from an employee, jobsite, and public safety perspective.



**2023
PLATINUM
AWARD**

HYPOWER'S COMMITMENT TO QUALITY

Hypower is an Accredited Quality Contractor. ABC's AQC program provides recognition to world-class construction firms that have documented their commitment in four areas of corporate responsibility: Quality, Safety, Employee benefits and Training, Community Relations



RECENT AWARDS AND ACHIEVEMENTS



SunSentinel
MEDIA GROUP



SUPPORTING OUR COMMUNITY

Supporting our community is a Core Value. As an important part of our company culture, Hypower has donated more than \$1,000,000 to charities.

Hypower is a main sponsor of HANDY (Helping Abused Neglected and Disadvantaged Youth), 4KIDS of South Florida, Boys and Girls Club, Cystic Fibrosis Foundation, Construction Angels and many other foundations and local charities.



Project Profile



City of St Pete Beach Phase I Underground Project Gulf Blvd 55th Ave to 75th Ave

Description of Project:

Hypower installed new conduit pathways to relocate overhead utilities to underground in said pathway along Gulf Boulevard, from 55th Ave to 75th Ave. The scope included duct banks for Duke Energy, Charter Communications, and lighting where were installed using a combination of directional drilling and trenching.

Hypower's Scope:

- Directional Drilling various sizes and quantities of conduit.
- Trenching – including open cuts – various sizes and quantities of conduit.
- Installing pull boxes
- Installing Switchgear Collars and Capacitor Bank Collars.
- Coordination and Supplying all MOT needs.
- Removal & Replacement of concrete sidewalk and curb & gutter.

Start Date: - December 2022
Date of Completion: October 2023
Total Value: \$2,558,571.20

Ref: 306342

Client

City of St Pete Beach
155 Corey Avenue
Ste Pete Beach, FL 33706

Contact

Nicole Kurant
Engineer
155 Corey Avenue
St Pete Beach, FL 33706
727-363-9273
nkurant@stpetebeach.org

Owner & Lessee's

Duke Energy
Charter Communications

Engineer:

Cribb Philbeck Weaver Group,
Inc
3918 N Highland Ave
Tampa, Florida 33603

Architect Contact

Phone: 813-361-2644



Project Profile



Village of Golf Undergrounding Utility Mitigation Project

Description of Project:

Hypower constructed an all-underground conduit and concrete structure system for the conversion of overhead electric and communication utilities including Florida Power & Light, AT&T, and Comcast. This project took place east of County Road West, south of Golf Road, west of the properties along Country Road East, and north of the Lake Worth Drainage District L-28 Canal.

Hypower's Scope:

- Directional Drilling various sizes and quantities of conduit.
- Trenching – including open cuts – various sizes and quantities of conduit.
- Installing pull boxes
- Installing Pad Mounted Transformers and Switch Gear.
- Coordination and Supplying all MOT needs.
- Removal & Replacement of Meters.

Start Date: February 2022
Date of Completion: April 2023
Total Value: \$1,246,885.00

Ref: 306350

Client

Village of Golf
21 Country Road
Boynton Beach, FL 33436

Contact

Chistine Brevik
Engineer
21 Country Road
Boynton Beach, FL 33436
561-906-7334
cbrevik@villageofgolf.org

Owner & Lessee's

Florida Power & Light
AT&T
Comcast

Engineer:

Mock-Roos
Consulting Engineers
5720 Corporate Way
West Palm Beach, FL 33407

Engineer Contact

Phone: 561-683-3113



Project Profile



Central Shopping and Residential Plaza Overhead to Underground FPL Utility Conversion

Description of Project:

Hypower installed new concrete encased duct banks to relocate overhead Florida Power & Light to underground throughout the shopping plaza. The construction included placement of up to (12) 6", Handholes, Transformer Pads, and Manholes as well as asphalt patches with limerock as required.

Hypower's Scope:

- Duct Bank Installation – including open cuts – various quantities of 6" conduit.
- Installing handholes and manholes
- Dewatering of jobsite.
- Coordination and Supplying all MOT needs.
- Removal of overhead facilities.

Start Date: July 2022

Date of Completion: March 2023

Total Value: \$887,625.00

Ref: 306366

Client

Williams Company Southeast
291 Southhall Ln
Maitland, FL 32751

Contact

Drew Broderick
291 Southhall Ln
Maitland, FL 32751
352-988-4181
dbroderick@williamsco.com

Owner & Lessee's

Florida Power & Light

Engineer:

Florida Power & Light



Project Profile



Port Everglades High Voltage Crane Rail Electrification and Infrastructure Improvements- 25 KV Fort Lauderdale, FL

Description of Project

This \$437.5 million expansion is considered Port Everglades' Largest Expansion Project in Its History. Its main goal is to add new berths for larger cargo ships and install crane rail infrastructure for new Super Post-Panamax cranes. The Southport Turning Notch Expansion (STNE) project will lengthen the existing deepwater turn-around area for cargo ships from approximately 900 feet to 2,400 feet, allowing up to five new cargo berths. Located within Fort Lauderdale, Hollywood, and Dania Beach, Florida, Port Everglades is in the heart of one of the world's largest consumer regions, with approximately 110 million visitors statewide and 6 million residents within an 80-mile radius.

Scope Includes

- Installed 13.2KV Medium Voltage Metal-Clad Switchgear, 14 sections weighing a total of 80,000 pounds with structural housekeeping pad.
- Installed (4) 5" GRC conduits risers to each section of the 13.2KV gear.
- Installed 35,000 FT of 15 KV shielded copper cable and terminations for new cranes.
- Installed 51,000 FT of 5 KV shielded copper cable and terminations for existing cranes upgrade.
- Install 31,000 FT of 6 STR SM 9 Micron Fiber Optic Cable, Pulled for each crane vault back to the main switchgear room.
- Installed (8) Aircraft manholes, 2 section, 65000-pound.
- Power cables Pulled through multiple manholes, two-floor vaults with no splicing.



Owner
Broward County - Port
Everglades

General contractor

Moss-Kiewit

Contact

Geoff Bunnell

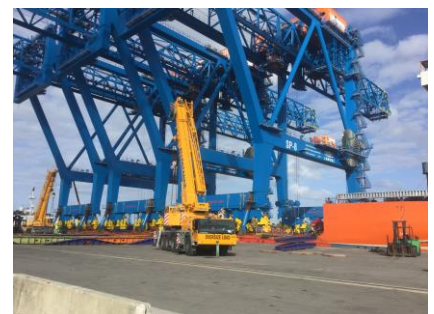
Daniel Frankel

Sebastian Belalcazar

SBelalcazar@MossCM.com

Engineer

DeRose Consultants

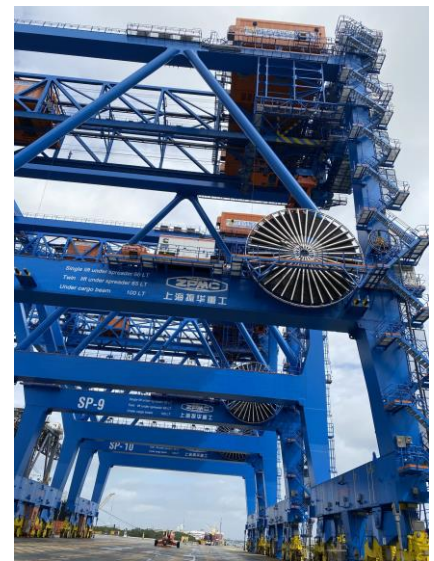
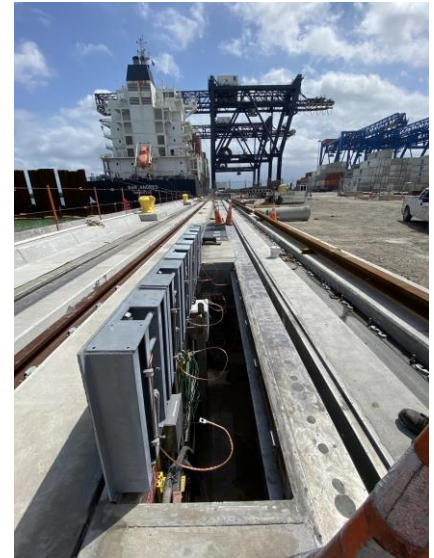


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- Installed 92 high discharge rate type maintenance-free nickel-cadmium batteries system for control power for the breakers and the signals on the gear. Upgrade (5) Crane Vaults, including wiring termination for the interface of existing cranes.
- Installed 13.2KV Medium Voltage Metal-Clad Switchgear, 14 sections weighing a total of 80,000 pounds with structural housekeeping pad.
- Installed (4) 5" GRC conduits risers to each section of the 13.2KV gear.
- Installed 35,000 FT of 15 KV shielded copper cable and terminations for new cranes.
- Installed 51,000 FT of 5 KV shielded copper cable and terminations for existing cranes upgrade
- Install 31,000 FT of 6 STR SM 9 Micron Fiber Optic Cable, Pulled for each crane vault back to the main switchgear room.
- Installed (8) Aircraft manholes, 2 section, 65000-pound.
- Power cables Pulled through multiple manholes, two-floor vaults with no splicing.
- Installed 92 high discharge rate type maintenance-free nickel-cadmium batteries system for control power for the breakers and the signals on the gear.
- Upgrade (5) Crane Vaults, including wiring termination for the interface of existing cranes.
- Install (4) New Crane Vaults, including wiring termination for the interface of new cranes.

**FPL Scope:**

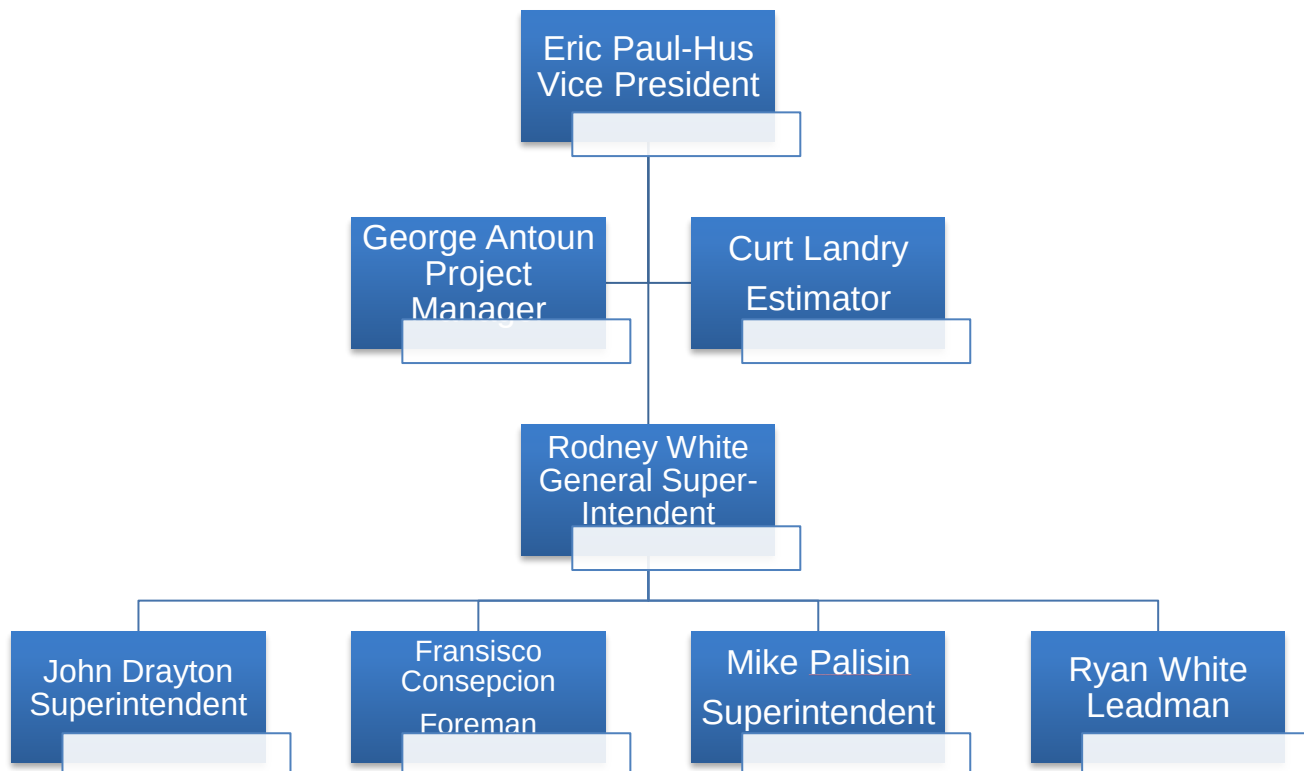
- 8,300' of 9-6" concrete encased duct bank
- (11) 4way manholes 70,000lb each
- (3) 2way manholes 45,000lbs each
- (4) 120' directional drills of 20" casing w/3-6" in each
- (2) directional bores of 9-6" of 650' and 430'
- 9,000 of asphalt patch 3" thick

Start Date: March 2018**Date of Completion:** January 2023**Contract Value** - \$18,000,000**Ref:** 400869

Tab 3

Personnel Qualification and Experience

Project Organizational Chart



Identify and highlight the Project Manager who will be directly responsible for the day-to-day communication and coordination with the City and their PM.

George Antoun will be the Project Manager for this project. George has a rich history of successfully managing FPL (Florida Power & Light) underground conversion projects, demonstrating a deep understanding of the unique challenges and requirements associated with these complex endeavours. With over three decades of experience in the utility industry, George has overseen numerous underground conversion initiatives for FPL, consistently delivering results on time and within budget. His expertise in this area is evident through their ability to navigate the regulatory landscape, secure necessary permits, and coordinate with various stakeholders, including local government agencies and contractors.

In his role as a Project Manager, George has displayed exceptional leadership skills, effectively mobilizing cross-functional teams to ensure the seamless execution of FPL underground conversion projects. He is adept at managing project timelines, allocating resources, and proactively identifying and mitigating potential risks. His in-depth knowledge of FPL's specific operational procedures and safety protocols has contributed to the overall success of these initiatives, resulting in increased reliability and service quality for FPL's customers. George Antoun's track record in the field underscores their unparalleled proficiency in managing FPL underground conversion projects, making them a trusted and valuable asset to any such endeavor.



Phase 1 Utility Underground Conversion
RFP No. 23-10-ENG
City of Destin, Florida

[illegible]

Summary to Hypower's approach to FPL switching, as-builts, and bore logs.

Hypower has developed a reputation for its meticulous approach to FPL (Florida Power & Light) switching, as-builts, and bore logs, reflecting their unwavering commitment to safety, accuracy, and compliance. When it comes to FPL switching, Hypower's teams adhere to the strictest protocols to ensure seamless transitions in electrical systems. They prioritize comprehensive planning, conducting thorough assessments, and implementing well-coordinated switchovers to minimize disruptions and safeguard the integrity of the electrical grid. By following FPL's guidelines and industry best practices, Hypower guarantees that the switchovers are executed smoothly and efficiently.

The production of accurate as-builts is an essential part of Hypower's construction process. They recognize the critical importance of maintaining up-to-date documentation that reflects the "as-built" conditions of the project. Hypower's teams meticulously record any deviations from the original plans, ensuring that the final documentation accurately reflects the completed work. This approach is vital for regulatory compliance, future maintenance, and facilitating any necessary modifications or additions to the project. Hypower's commitment to producing precise and reliable as-builts demonstrates their dedication to quality and accountability.

Bore logs are another area where Hypower excels in maintaining meticulous records. They employ advanced drilling and boring techniques and document the process comprehensively, including soil composition, depths, and any encountered obstructions. These bore logs serve as valuable references for future projects, providing insights into subsurface conditions that can inform the design and planning of construction projects. Hypower's attention to detail in producing accurate bore logs ensures that their construction processes are well-informed and efficient, ultimately contributing to the success and safety of their projects.

Experience



Years in Industry

38 Years

Years with Hypower

31 Years

Education

- Associates Science Degree – Political Science – BCC
- BS (Pre-Law) – Nova University
- Dale Carnegie Leadership Training for Managers
- Member of Equipment Maintenance Council
- Management Education (Project Supervision)
- Certified Crane Operator
- Maintenance of Traffic Supervisor

Licenses

- Florida Certified Utility Contractor #1223855

Affiliations

- Associated Builders and Contractors (ABC)
- Construction Association of South Florida (CASF)
- Associated General Contractors of South FL (AGC)
- Florida Municipal Electric Association (FMEA)
- Distribution Contractors Association (DCA)
- Power & Communication Contractors Association (PCCA)
- Electrical Generating Systems Association (EGSA)
- Underground Contractors Association (UCA)

Eric Paul-Hus

Hypower, LLC - Power Infrastructure Group

Senior Vice President

Responsibility

- Responsible for the success of projects from inception to completion to ensure project quality and customer satisfaction
- System design and construction management

Experience

- | | |
|------------------------------|-----------------------------------|
| • Underground Distribution | • Outside Plant Engineering |
| • Overhead Distribution | • Fiber Optic Networks |
| • Outside Plant Construction | • Disaster Recovery & Restoration |
| • Estimating | • Material Procurement |
| • Contract Management | • Fast Track Projects |

Recent Experience

Underground Power / Ductbank Experience

- Port Everglades Expansion, Port Everglades, 2023
- Turnberry Isle Resort Expansion, Miami, FL - FPL Ductbank Installation, 2018
- All Aboard Florida Miami Station – Miami, FL – Concrete encased duct bank and manhole system to accommodate new train station – 2016-2017
- Fort Lauderdale Plant 135 KV Transmission Tie – Fort Lauderdale, FL – Concrete Encased Duct Bank to Tie existing substation to future plant - 2016
- New Smyrna Beach Subaqueous Feeder – New Smyrna Beach, FL – 2,100' Directional bore across Intra-coastal Waterway and Cable Install to replace submarine cable - 2016
- Crimson Tower / Biscayne Beach, Miami Beach, FL – Concrete Encased Duct Bank - Underground Feeder Expansion to accommodate developments along Biscayne Bay – 2015 - 2016
- Cutler Plant Feeder Relocation, Cutler Ridge, FL – Directional Bore, Concrete encased duct bank and Manhole System to Divert existing feeders at Substation to accommodate future expansion - 2015
- Town of Gulfstream, Gulfstream, FL - Conversion of utilities for FPL, ATT Comcast from overhead to underground- 2013-2014
- Market and Fronton, Miami, FL - ROW Power Distribution Duct Bank Utility Work- 2013-2014
- Wilcox CSX RR Crossing, Miami, FL- Directional Bore & Tie-In – 2013
- Florida Atlantic University Stadium – Boca Raton, FL - 3,300 ft. duct bank provide material, install duct and cable, transformers and switches - 2012
- Everglades Island, Palm Beach, FL - OH - UG Conversion, Bore, Trench, Cable – 2012
- Dover Air Force Base – DE – OH-UG conversion – 2010-2013
- Cape Coral Transmission – Cape Coral, FL - Design - build duct bank, manholes and cable - 138 KV Underground Transmission - 2012

Communications Experience

- Allied Fiber-Phase 2, Atlanta to Miami - 2013-2014
- FPL Fibernet, Fiber Network, Sarasota/Tricounty - 2012-2014
- FPL Fiber Network, MSA - 2012-2014



Experience

Years in Industry

33 Years

Years with Hypower

5 Years

Licenses

- OSHA 500 Certification, Construction Link Estimating Software & Primavera Basic Trained

Affiliations

- Associated Builders and Contractors (ABC)
- Construction Association of South Florida (CASF)
- Associated General Contractors of South FL (AGC)
- South Florida Manufacturers Association (SFMA)
- Building Owners and Managers Association (BOMA)
- Florida Municipal Electric Association (FMEA)
- Distribution Contractors Association (DCA)
- Power & Communication Contractors Association (PCCA)
- Electrical Generating Systems Association (EGSA)
- Underground Contractors Association (UCA)

George Antoun

Hypower, LLC- Power Infrastructure Group

Senior Project Manager

Responsibility

- Coordinate project Scopes of Work, execution, planning, and interface and ensure that tasks are completed on schedule and within the budget. Determine time frame, limitations, organize project staffing requirements, and allotment of available resources to various phases of projects. Outline Plan of work, assign duties, responsibilities, and scope of authority. Establish client relationships and develop future opportunities. Cooperate with multi-disciplinary teams and ensure quality, safety, and productivity standards were met.

Experience

- Utility Infrastructure Construction
- Design/Build Solutions
- Conduit & Manhole Projects
- Multiple Conduit Packages
- Underground Construction
- Ductbank
- Sub-aqueous bores
- Metro Builds
- Substations
- Fast Track Projects
- Estimating
- Contract Management
- Material Procurement

Recent Experience

Underground Power / Ductbank Experience with Hypower

- Live Resort Pompono beach 3,500' of 9-6" concrete encased duct bank and (6) 2way manholes. 2022
- FPL Deauville Feeder concrete encased duct bank on Collins Ave 2,500' of 12-6", 9-6", 6-6" concrete encased with (5) 2way manholes- 2022
- FPL NW 170th Feeder relocation 3,200' of 12-6" and 9-6" concrete encased with (5) 2way manholes and (1) 4way manhole-2022
- FPL Sapphire Fish Farms feeder project 10,000' of 12-6" concrete encased duct bank w/ (15) 2way manholes-2021
- Miami Bluehouse Phase 1A concrete encased duct bank 5,600' of 9-6" FP&L – 2021
- FPL Ravenswood Feeder Job# 306291 Installing 5000' of 9-6" concrete encased duct bank to supply power to Dania Point shopping plaza.- 2018
- FPL Coconut Grove Feeder Job# 306279 -Install 1500' of 12-6" concrete encased duct bank for the removal of the overhead feeder poles.- 2018
- FPL Greynolds Feeder Job# 306289 - Install 1,400' of 12-6" by directional drill to supply power for a new car dealership -2018
- Turnberry Isle Resort Expansion, Miami , FL - FPL Ductbank Installation, 2018
- All Aboard Florida Miami Station – Miami, FL – Concrete encased duct bank and manhole system to accommodate new train station – 2016-2017



Experience

Years in Industry

33 Years

Years with Hypower

5 Years

Licenses

- Certificate Program in the Essentials of Project Management through Villanova University continuing studies.
- OSHA 500 Certification, Construction Link Estimating Software & Primavera Basic Trained
- Florida Advanced MOT Certification
- Williams Communications: Fiber Optic Cable Restoration Certification Course, Optical Time Domain Reflectometer (OTDR) Certification, National Defensive Driving Course, CSX Railroad Safety Course, As-Built Comprehension Course, Confined Space Training, Trenching and Shoring Safety Class
- Williams Communications: T-Berd Test Equipment Training, Cisco 15454 OC-48, Operation of Lucent, Cisco, Muxes, Basic Nortel
- MCI Worldcom: Fiber Optic Cable Restoration Certification Course, Optical Time Domain Reflectometer (OTDR) Certification, National Defensive Driving Course, CSX Railroad Safety Course, As-Built Comprehension Course, Confined Space Training, Trenching and Shoring Safety Class, Fuji Core fusion splicer, continuing education through college accredited courses offered by MCI Worldcom and participating vendors

Affiliations

- Florida Municipal Electric Association (FMEA)
- Distribution Contractors Association (DCA)
- Underground Contractors Association (UCA)



Curt Landry

Hypower, LLC- Power Infrastructure Group

Estimator / Project Manager

Responsibility

- Responsibilities include, estimating and bidding for all company projects, including FP&L cable rehabilitation, feeder duct bank and overhead to underground conversions. Project Managing for numerous FP&L feeder infrastructure projects throughout the State of Florida

Experience

- | | |
|--|--|
| <ul style="list-style-type: none"> ● Utility Infrastructure Construction ● Design/Build Solutions ● Conduit & Manhole Projects ● Multiple Conduit Packages ● Underground Construction ● Ductbank | <ul style="list-style-type: none"> ● Sub-aqueous bores ● Metro Builds ● Substations ● Fast Track Projects ● Estimating ● Contract Management ● Material Procurement |
|--|--|

Recent Experience

Underground Power / Duct bank Experience with Hypower

- Live Resort Pompono beach 3,500' of 9-6" concrete encased duct bank and (6) 2way manholes. 2022
- FPL Deauville Feeder concrete encased duct bank on Collins Ave 2,500' of 12-6", 9-6", 6-6" concrete encased with (5) 2way manholes- 2022
- FPL NW 170th Feeder relocation 3,200' of 12-6" and 9-6" concrete encased with (5) 2way manholes and (1) 4way manhole-2022
- FPL Sapphire Fish Farms feeder project 10,000' of 12-6" concrete encased duct bank w/ (15) 2way manholes-2021
- Miami Bluehouse Phase 1A concrete encased duct bank 5,600' of 9-6" FP&L – 2021
- FPL Smart Brickell Feeder 1,200' of 12-6" concrete encased duct bank w/ (2) 2way manholes -2022
- FPL Ravenswood Feeder Job# 306291 Installing 5000' of 9-6" concrete encased duct bank to supply power to Dania Point shopping plaza - 2018
- FPL Turkey Point Nuclear Power Plant (12) Feeder splice boxes, 2,700' of 2-6" directional drill and pull 3,000' of 1000MCM feeder cable -2019
- FPL Coconut Grove Feeder Job# 306279 -Install 1500' of 12-6" concrete encased duct bank for the removal of the overhead feeder poles - 2018
- FPL Greynolds Feeder Job# 306289 - Install 1,400' of 12-6" by directional drill to supply power for a new car dealership -2018
- Turnberry Isle Resort Expansion, Miami, FL - FPL Duct bank Installation, 2018
- All Aboard Florida Miami Station – Miami, FL – Concrete encased duct bank and manhole system to accommodate new train station – 2016-2017
- FPL Lincoln Alley Feeder 1,000' of 12-6" concrete encased duct bank and (3) 2way manholes – 2019.

Experience

Years in Industry

31 Years

Years with Hypower

26 Year

Licenses

- Maintenance of Traffic Certification
- Traffic Signal Tech 1 and Tech 2
- Crane Safety Certification
- OSHA (30 hrs.)
- CPR and First Aid Training

Affiliations

- Associated Builders and Contractors (ABC)
- Construction Association of South Florida (CASF)
- Associated General Contractors of South FL (AGC)
- South Florida Manufacturers Association (SFMA)
- Building Owners and Managers Association (BOMA)
- Florida Municipal Electric Association (FMEA)
- Distribution Contractors Association (DCA)
- Power & Communication Contractors Association (PCCA)
- Electrical Generating Systems Association (EGSA)
- Underground Contractors Association (UCA)

Rodney White

Hypower - Power Infrastructure Group

General Superintendent

Responsibility

- Mr. White's responsibilities are to ensure that the labor, tools, equipment, and materials are correctly dispatched to jobs, monitor the labor, schedule, quality of work, control equipment, and maintenance, safety on jobs. Also responsible for duct bank and manhole installations, inpavement lighting, communication systems, electrical vault construction and underground utilities as well as landside installation such as street lighting and high mast lighting. He has vast experience in underground duct bank installation.

Experience

- Utility Infrastructure Construction
- Design/Build Solutions
- Conduit & Manhole Projects
- Multiple Conduit Packages
- Underground Construction
- Ductbank
- Sub-aqueous bores
- Metro Builds
- Substations
- Fast Track Projects
- Estimating
- Contract Management
- Material Procurement

Recent Experience

Underground Power / Ductbank Experience

- Port Everglades Expansion, Port Everglades, 2021
- Turnberry Isle Resort Expansion, Miami, FL - FPL Ductbank Installation, 2018
- All Aboard Florida Miami Station – Miami, FL – Concrete encased duct bank and manhole system to accommodate new train station – 2016-2017
- Fort Lauderdale Plant 135 KV Transmission Tie – Fort Lauderdale, FL – Concrete Encased Duct Bank to Tie existing substation to future plant - 2016
- New Smyrna Beach Subaqueous Feeder – New Smyrna Beach, FL – 2,100' Directional bore across Intra-coastal Waterway and Cable Install to replace submarine cable - 2016
- Crimson Tower / Biscayne Beach, Miami Beach, FL – Concrete Encased Duct Bank - Underground Feeder Expansion to accommodate developments along Biscayne Bay – 2015 - 2016
- Cutler Plant Feeder Relocation, Cutler Ridge, FL – Directional Bore, Concrete encased duct bank and Manhole System to Divert existing feeders at Substation to accommodate future expansion - 2015
- Town of Gulfstream, Gulfstream, FL - Conversion of utilities for FPL, ATT Comcast from overhead to underground- 2013-2014
- Market and Fronton, Miami, FL - ROW Power Distribution Duct Bank Utility Work- 2013-2014
- Wilcox CSX RR Crossing, Miami, FL- Directional Bore & Tie-In – 2013
- Florida Atlantic University Stadium – Boca Raton, FL - 3,300 ft. duct bank provide material, install duct and cable, transformers and switches - 2012



Experience

Years in Industry

26 Years

Years with Hypower

7 Year

Licenses

- OSHA (30 hrs.)
- CPR and First Aid Training
- Personal Protection Equipment
- FDOT Intermediate MOT
- Confined Space/ Competent person/Supervisor
- Fall Hazard
- Silica

Affiliations

- Associated Builders and Contractors (ABC)
- Construction Association of South Florida (CASF)
- Associated General Contractors of South FL (AGC)
- South Florida Manufacturers Association (SFMA)
- Building Owners and Managers Association (BOMA)
- Florida Municipal Electric Association (FMEA)
- Distribution Contractors Association (DCA)
- Power & Communication Contractors Association (PCCA)
- Electrical Generating Systems Association (EGSA)
- Underground Contractors Association (UCA)

Jose Quinones

Hypower - Power Infrastructure Group

General Superintendent

Responsibility

- Mr. Quinones responsibilities are to ensure that the Crews have sufficient labor, tools, equipment and materials are correctly dispatched to job.
- Monitor all labor schedules, quality of work and safety on the jobs.
- His Responsibilities include overseeing duct bank installations, Manhole installations, communications systems, Electrical vault room construction, underground utilities, Overhead/Underground conversion, URD (underground Residential development). He has a vast experience in underground construction installations.

Experience

- Utility Infrastructure Construction
- Conduit & Manhole Projects
- Multiple Conduit Packages
- Underground Construction
- FPL Duct bank
- Sub-aqueous bores
- Metro Builds
- Substations
- Fast Track Projects

Recent Experience

Underground Power / Duct bank Experience

- Various FPL Duct Bank Jobs for the past 15 years
- MSC in the Port of Miami duct bank for FPL and Comm duct bank 2023
- Isle of Casino in Pompano for Stiles Construction 2023
- Grove Central Mix Development, Coral Gables FI, FPL Duct Bank installation, 2022
- Sapphire Fish Farm, Homestead FL 2022
- Port Everglades Expansion, Port Everglades, 2021
- Turnberry Isle Resort Expansion, Miami, FL - FPL Duct bank Installation, 2018
- University Substation, Miami Beach FI, FPL Duct Bank installation, 2021
- Venetian Substation, Miami Beach FI, FPL Duct Bank installation, 2021
- Collins Ave, Miami Beach FI, FPL Duct Bank installation, 2022
- 250 Bird Rd, Coral Gables FI, FPL Duct Bank installation, 2020
- Ravenwood, Dania Beach FI, FPL Duct Bank installation, 2019
- Dania Pointe, Dania Beach FI, FPL Duct Bank/ URD installation, 2017

Tab 4

Interactions with City and Regulatory Agency Staff

Summary supporting the specialized qualifications of the proposed Hypower key personnel

Due to the nature of Hypower's business, experience with utility companies and regulatory agencies is naturally part of the job. Each employee from the CEO to the Field Superintendent is required to communicate with the utilities' representatives on a project including but not limited to Florida Power & Light, Duke Energy, AT&T, Comcast, and UnitiFiber as well as local water, sewer, and gas utilities. Parallel to communicating and working with these utilities is communicating and cooperating with regulatory agencies and their specific requirements for each project.

Hypower's Project Management team regularly works with our clients to complete the construction permitting process. An in-house Engineering Department coupled with the experience of our Project Managers, Hypower's permitting capabilities begin with the design of the project (when required); continue through completing applications for the required agencies; and complete with submitting and tracking the permit through the final approval. Once a permit is received, the Project Managers regularly work with their team to ensure the proper construction start notices and walk-throughs have been completed in addition to Sunshine811 and any other locating needs.

The Village of Golf and the Central Shopping Plaza – two of the example projects we have provided in this RFP – are prime examples showing Hypower's ability to complete this style of Underground Utility Conversion. Both of these projects required working with the residents – both single family homes and condominiums – to guarantee the least amount of disruptions as possible. Hypower's ability to work with both residential and business schedules alongside the city representatives, FPL's coordinator, and the other utilities being converted to successfully complete these projects on time is just another example of Hypower's qualifications for the City of Destin's Utility Underground Conversion.

Summary of how Hypower's crews approach public interactions, notifications, concerned residents, ingress & egress concerns during construction.

Hypower understands that a Utility Underground Conversion project requires constant coordination and communication with each utility that is part of the undergrounding effort. This is essential for each utility's placement within the provided rights-of-way and easements to allow for the required distances between existing utilities and the new duct banks of utilities.



Holding meetings with all municipalities, utilities and contractor representatives to organize and execute the plan and schedule of the project is a critical step that Hypower acknowledges must occur for a successful project.

Hypower is renowned for its commitment to maintaining open and constructive public interactions during construction projects. Their approach centers on transparency, communication, and community engagement. When embarking on a project, Hypower's crews prioritize notifying the local residents and businesses well in advance, ensuring they are aware of the upcoming construction activities and potential disruptions. This proactive approach helps alleviate concerns and fosters a sense of collaboration from the outset.

In their interactions with concerned residents, Hypower crews take a patient and understanding approach. They actively listen to residents' feedback and concerns and work diligently to address them whenever possible. Clear channels of communication are established, with dedicated representatives available to respond to inquiries and provide regular updates on the project's progress. This commitment to addressing concerns and minimizing disruptions ensures that residents feel heard and supported throughout the construction process.

Ingress and egress concerns are handled with precision and safety in mind. Hypower takes measures to ensure that access to properties is maintained as much as possible. Traffic management plans are carefully designed to minimize disruptions and provide safe passage for both residents and construction personnel. Additionally, the crews adhere to the highest safety standards to safeguard the well-being of everyone in the vicinity of the construction site. By approaching public interactions, notifications, concerned residents, and ingress/egress concerns with a focus on communication and safety, Hypower consistently builds positive relationships with the communities they serve.

Tab 5

Timely Completion of Projects

Hypower's current and recently completed timeliness with FPL projects

Hypower acknowledges that timeliness of FPL projects can only be achieved through proper scheduling and communication. We have never received liquidated damages on any of FPL's hundreds of projects over the last 25 years of work.

A prime example of this on-time project is the Village of Golf project you have seen in our project information. Constant communication with the HOA and following the schedule created by the Project Manager created a timely and successful project. Our own proprietary software allows for the input of daily labor hours, equipment usage, and quantities installed. This information is then translated into our Primavera schedule allowing us to monitor progress on a daily basis to ensure critical path is adhered to. If Hypower noticed that we were falling behind on the critical path, we add additional resources to bring us back on track.

Occasionally we have come across permitting delays resulting in a change in construction schedule. In order to keep the schedule moving forward, Hypower works on the permits that have been received while proactively following up with the pending permit's jurisdiction.

Hypower's staffing and resources meet regularly to maintain project timeliness. With over 700 employees and growing, Hypower can supply the right personnel for the project and maintain schedule as well as quality to ensure a timely project for the City of Destin.

Tab 6

Surveys of Past Performance

Survey 1- City of St. Pete Beach

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information	Client/Reference Information
From: Curt Landry	To: Nicole Kurant
Company: Hypower, LLC.	Company: City of St. Pete Beach
Phone: 954-895-3137	Phone: 727-363-9273
Email: clandry@hypowerinc.com	Email: nkurant@stpetebeach.org

Performance Survey of (project name): Phase 1 Underground Project Gulf Blvd 55th to 75th	
Cost of Services: \$2,558,571.20	Date Completed: 10/27/2023

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 - 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 - 10)	10
3. Quality of workmanship	(1 - 10)	10
4. Professionalism and ability to manage	(1 - 10)	10
5. Close out process	(1 - 10)	10
6. Ability to communicate with all staff & applicable parties	(1 - 10)	TBD
7. Ability to resolve issues promptly	(1 - 10)	10
8. Ability to follow protocol	(1 - 10)	10
9. Ability to maintain proper documentation	(1 - 10)	10
10. Ability to offer solid recommendations & solutions	(1 - 10)	10
11. Had proper resources and personnel by which to get the project done	(1 - 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 - 10)	10

Nicole L. Kurant
Printed Name of Reference

Signature of Reference

Survey 2- Village of Golf

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information	Client/Reference Information
From: Curt Landry	To: Christine Brevik
Company: Hypower, LLC.	Company: Village of Golf
Phone: 954-895-3137	Phone: 561-906-7334
Email: clandry@hypowerinc.com	Email: cbrevik@villageofgolf.org

Performance Survey of (project name): Village of Golf Undergrounding Utility Mitigation Project	
Cost of Services: \$1,246,885.00	Date Completed: 09/29/2023 In Progress

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 - 10)	8
2. Ability to maintain project schedule (complete/on-time/early)	(1 - 10)	8
3. Quality of workmanship	(1 - 10)	9
4. Professionalism and ability to manage	(1 - 10)	9
5. Close out process	(1 - 10)	
6. Ability to communicate with all staff & applicable parties	(1 - 10)	8
7. Ability to resolve issues promptly	(1 - 10)	8
8. Ability to follow protocol	(1 - 10)	9
9. Ability to maintain proper documentation	(1 - 10)	8
10. Ability to offer solid recommendations & solutions	(1 - 10)	8
11. Had proper resources and personnel by which to get the project done	(1 - 10)	9
12. Overall client satisfaction and comfort level in hiring	(1 - 10)	9

Christine Brevik
Printed Name of Reference

Christine Brevik
Signature of Reference

Survey 3- Moss Construction

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information	Client/Reference Information
From: Curt Landry	To: Daniel Frankel
Company: Hypower, LLC.	Company: Moss Construction
Phone: 954-895-3137	Phone: 305-986-1836
Email: clandry@hypowerinc.com	Email: dfrankel@mosscm.com

Performance Survey of (project name): Port Everglades High Voltage Electrification and Infrastructure Improvements	
Cost of Services: \$14,605,606.00	Date Completed: 10/15/2023

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 - 10)	9
2. Ability to maintain project schedule (complete/on-time/early)	(1 - 10)	9
3. Quality of workmanship	(1 - 10)	9
4. Professionalism and ability to manage	(1 - 10)	9
5. Close out process	(1 - 10)	8
6. Ability to communicate with all staff & applicable parties	(1 - 10)	10
7. Ability to resolve issues promptly	(1 - 10)	10
8. Ability to follow protocol	(1 - 10)	10
9. Ability to maintain proper documentation	(1 - 10)	8
10. Ability to offer solid recommendations & solutions	(1 - 10)	9
11. Had proper resources and personnel by which to get the project done	(1 - 10)	9
12. Overall client satisfaction and comfort level in hiring	(1 - 10)	10

Daniel Frankel

Printed Name of Reference

Daniel Frankel

Signature of Reference

Digitally signed by Daniel Frankel
DN: c=US, E=dfrankel@mosscm.com,
O=Moss & Associates, CN=Daniel Frankel
Reason: I am approving this document
Date: 2023.10.26 16:00:42 -0400

Survey 4- Williams Company Southeast

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information	Client/Reference Information
From: Curt Landry	To: Drew Broderick
Company: Hypower, LLC.	Company: Williams Company Southeast
Phone: 954-895-3137	Phone: 352-988-4181
Email: clandry@hypowerinc.com	Email: DBroderick@williamsco.com

Performance Survey of (project name): Overhead to Underground FPL Utility Conversion Project	
Cost of Services: \$887,625.00	Date Completed: 03/21/2023

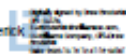
Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	10
3. Quality of workmanship	(1 – 10)	10
4. Professionalism and ability to manage	(1 – 10)	10
5. Close out process	(1 – 10)	10
6. Ability to communicate with all staff & applicable parties	(1 – 10)	10
7. Ability to resolve issues promptly	(1 – 10)	10
8. Ability to follow protocol	(1 – 10)	10
9. Ability to maintain proper documentation	(1 – 10)	10
10. Ability to offer solid recommendations & solutions	(1 – 10)	10
11. Had proper resources and personnel by which to get the project done	(1 – 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	10

Drew Broderick

Printed Name of Reference

Drew Broderick

Digitally signed by Drew Broderick
 DN: cn=Drew Broderick, email=Drew.Broderick@williamsco.com, o=Williams Company Southeast, ou=Florida, c=US

Signature of Reference

Tab 7

Price Proposal/Schedule-of-Values

Price Proposal/Schedule-of-Values City of Destin - Phase 1 Undergrounding					
HYPOWER, LLC.					
No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS	\$297,500.00	\$297,500.00
101-1	Mobilization	1	LS	\$1,348,660.00	\$1,348,660.00
102-1	Maintenance of Traffic	1	LS	\$330,450.00	\$330,450.00
				SUBTOTAL	\$1,976,610.00
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF	\$4.74	\$26,070.00
110-1-1	Clearing & Grubbing	1	LS	\$102,632.00	\$102,632.00
120-6	Sidewalk Restoration	12,000	SF	\$15.34	\$184,080.00
				SUBTOTAL	\$312,782.00
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF	\$11.90	\$58,310.00
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF	\$19.04	\$76,160.00
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF	\$23.08	\$774,334.00
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF	\$29.75	\$2,975.00
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF	\$34.51	\$569,415.00
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF	\$26.78	\$811,434.00
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF	\$8.93	\$162,302.75
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA	\$1,666.00	\$24,990.00
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA	\$392.00	\$27,440.00
FPL -635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA	\$208.00	\$11,440.00
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF	\$4.91	\$176,760.00
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF	\$2.03	\$391,790.00
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF	\$1.88	\$35,720.00
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA	\$5,831.00	\$314,874.00
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA	\$928.00	\$59,392.00
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA	\$1,166.00	\$23,320.00
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA	\$1,130.00	\$14,690.00
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA	\$1,440.00	\$5,760.00
FPL - PED-1	FPL 3-Phase Pedestals	14	EA	\$773.00	\$10,822.00
FPL-635-WH-1	FPL Meter Box Connections	275	EA	\$89.25	\$24,543.75
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA	\$89.25	\$24,543.75
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA	\$148.75	\$23,056.25
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA	\$1,100.00	\$138,600.00
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA	\$1,035.00	\$87,975.00
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA	\$571.00	\$171,300.00
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA	\$228.00	\$12,540.00
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS	\$47,553.00	\$47,553.00
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS	\$22,191.00	\$22,191.00
					\$4,104,231.50
IV. CARRIERS					
OPTIONAL BID ITEMS					
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF	\$29.75	\$550,375.00
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF	\$22.61	\$384,370.00
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF	\$22.61	\$384,370.00
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF	\$1.45	\$26,825.00
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF	\$2.90	\$53,650.00
CARRIER-COORD	COORDINATION	1	LS	\$36,456.00	\$36,456.00
				SUBTOTAL	\$1,436,046.00
V. CARRIERS					
FPL STREETLIGHT INFRASTRUCTURE					
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF	\$11.90	\$380,800.00
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF	\$19.04	\$609,280.00
FPL-SL-COORD	COORDINATION	1	LS	\$39,627.00	\$39,627.00
				SUBTOTAL	\$1,029,707.00
VI. BOND					
BOND-001	BONDING	1	LS	\$78,310.50	\$78,310.50
				SUBTOTAL	\$78,310.50
SUMMARY					
I. GENERAL					\$1,976,610.00
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					\$312,782.00
III. FPL INFRASTRUCTURE					\$4,104,231.50
IV. CARRIERS					\$1,436,046.00
V. FPL STREETLIGHT INFRASTRUCTURE					\$1,029,707.00
VI. BOND					\$78,310.50
					SUBTOTAL
					\$8,937,687.00
					AWARD: Base Bid Total = \$8,937,687.00
Written in Words: Eight Million, Nine Hundred Thirty Seven Thousand, Six Hundred Eighty Seven dollars and No Cents					
					\$8,937,687.00

Tab 8

Forms & General information and Documents



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

JOHNSON, ADAM D

HYPOWER, LLC
5913 NW 31ST AVE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: EC0002125

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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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

PAUL-HUS, BERNARD IRENE

HYPOWER, LLC
5913 NW 31ST AVENUE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: CGC1506200

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PAUL-HUS, ERIC JACQUES

HYPOWER LLC
5913 N.W. 31 AVENUE
FT. LAUDERDALE FL 33309

LICENSE NUMBER: CUC1223855

EXPIRATION DATE: AUGUST 31, 2024

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hereby presents the

STEP Safety Management System

STEP PLATINUM to

Hypower LLC

in recognition of the company achievement and its ongoing efforts in the development of a quality safety program for **2023**

A handwritten signature in black ink, reading 'Joe Xavier'.

Joe Xavier
Senior Director, Health and Safety

A handwritten signature in black ink, reading 'Michael Bellaman'.

Michael Bellaman
ABC National President and CEO



November 1, 2023

To Whom It May Concern:

Hypower LLC has been recognized by Associated Builders and Contractors, Inc. (ABC) as a 2023 Accredited Quality Contractor (AQC). AQC members proudly set the construction-industry standard as highly performing, ethical contractors and members of their communities. AQC status is determined by a stringent and thorough set of criteria that demonstrate commitment to five key areas of corporate responsibility: quality, safety, talent management, craft and management education, and community relations.

Annual recertification is required to ensure all participants uphold and maintain the rigorous set of AQC standards, including:

- Quality-based **industry honors** and third-party recognition;
- Maintenance of an effective company **quality control** program;
- **Financial stability** and adequate bond status;
- A **strict safety environment**, including
 - Total Recordable Incident Rates (TRIR) at or below the industry average,
 - a robust safety training program in adherence with the company's corporate safety manual,
 - consistent performance of pre-work job hazard analyses, and
- participation in ABC's STEP safety management system;
- Continued **craft and management education**; and
- **Highly competitive employee benefits** and programs, **civic involvement**, and policies that foster **nondiscrimination** and a **substance-free workplace**.

AQC members are guided by the principles of free enterprise, along with other ABC members, and believe construction contracts should be awarded based on sound and credible criteria, such as those demonstrated by AQC. Hypower LLC is committed to delivering its clients high quality services while providing their employees the freedom to work, grow and prosper within the parameters of a merit-based construction market.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael D. Bellaman', followed by a horizontal line and a small flourish.

Michael D. Bellaman, President & CEO
Associated Builders and Contractors, Inc.

Associated Builders and Contractors (ABC) is a national construction industry trade association established in 1950 that represents over 22,000 chapter members. Founded on the merit shop philosophy, ABC and its 68 chapters help members develop people, win work and deliver that work safely, ethically and profitably for the betterment of the communities in which ABC and its members work. Visit us at abc.org.

Accreditation as an Accredited Quality Contractor does not constitute a guarantee or warranty by ABC of any specific level of services performed or products provided by the contractor to any third party.

CITY OF DESTIN FLORIDA

SUBMITTED PROPOSAL FORM

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

The undersigned Contractor declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Contractor understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Contractor represents that the Contractor accepts, and that this proposal complies with the RFP Documents and that the Contractor has carefully examined the RFP Documents for the designated Services. The Contractor affirms that Contractor is satisfied as to the general nature of the Services; the general character, general quality, and the quantity of the possible materials that may be required; the kind and extent of equipment that generally may be required and other facilities that may be needed for the performance of the Services; the possible conditions and the common difficulties that may be encountered, and all other general and common items which may, in any way, affect the Services or its performance.

The undersigned Contractor proposes, and agrees if this proposal is accepted, that it will contract with the City to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the City as therein set forth.

Under provisions of Chapter 112, F.S., Contractor must disclose with proposal the name of any officer, director, or agent who is also an employee of the CITY OF DESTIN. Contractor must disclose on an attachment entitled "Submitted Bid Conflict of Interest" the name of any City employee who owns, directly or indirectly, a five percent (5%) or more interest in the Contractor's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Contractor's certification of no such employee.

Contractor acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
<u>1</u>	<u>Oct 17th 2023</u>	<u> </u>	<u> </u>
<u>2</u>	<u>Oct 23rd 2023</u>	<u> </u>	<u> </u>
<u>3</u>	<u>Oct 26th 2023</u>	<u> </u>	<u> </u>
<u>4</u>	<u>Oct 26th 2023</u>	<u> </u>	<u> </u>

The undersigned Contractor understands that the City reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of at least one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Contractor agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned Contractor acknowledges that services to be performed shall conform to all City codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, begin at 6:00 a.m. and run through 5:00 p.m. Monday through Saturday in accordance with City Code, Chapter 130.



(Signature of Contractor)

Hypower, LLC.

(Typed name of Contractor)

Doing Business As: Hypower, LLC.

Business Address: 5913 NW 31st Ave.

City: Ft. Lauderdale State: FL. Zip: 33309

Phone: 888-948-9300 Fax: N/A

Email: rmccorkel@hypowerinc.com

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

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 No. 23-10-ENG
Phase 1 Utility Underground Conversion

2. This sworn statement is submitted by Hypower, LLC. whose
business address is 5913 NW 31st Ave.
Ft. Lauderdale, FL. 33309

and (if applicable) Federal Employer Identification Number (FEIN) is 88-0271249 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Ray McCorkel 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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)

☐ 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.)



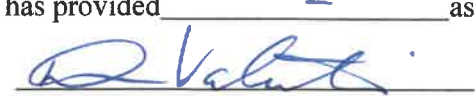
(Signature)

Date: 11/6/2023

STATE OF FLORIDA

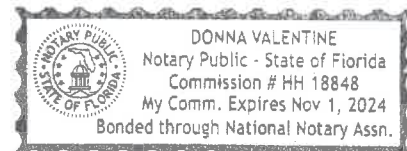
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of November, ~~2020~~, and is personally known to me, or has provided as identification. 2023


Notary Public

My Commission expires: 11-01-2024

END OF SECTION



RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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.

COMPANY: Hypower, LLC.

ADDRESS: 5913 NW 31st. Avenue

CITY: Ft. Lauderdale STATE: FL. ZIP CODE: 33309

TELEPHONE NUMBER: 888-978-9300

SIGNATURE:  DATE: 11/06/2023

NAME (TYPED OR PRINTED): Ray McCorkel

TITLE: President

END OF SECTION

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 5
CONFLICT OF INTEREST DISCLOSURE FORM**

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO X

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO X

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO X

If YES, please describe:

FIRM NAME: Hypower, LLC.

BY (PRINTED): Ray McCorkel

BY (SIGNATURE): 

TITLE: President

ADDRESS: 5913 NW. 31st Avenue

Ft. Lauderdale, FL. 33309

PHONE NUMBER 888-978-9300

EMAIL: rmccorkel@hypowerinc.com

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 6
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Hypower, LLC
Contractor's Company Name

5319 NW. 31st Ave. Ft. Lauderdale, FL 33309
Physical Address

Same
Mailing Address

888-978-9300
Phone Number

954-336-6815
Cellular Number

rmcorkel@hypowerinc.com
Email address


Authorized Signature – Manual

Ray McCorkel
Authorized Signature – Typed

President
Title

N/A
FAX Number

888-978-9300
After-Hours Number(s)

11-06/2023
DATE

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 7
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-10-ENG.
- PHASE I UTILITY UNDERGROUND CONVERSION, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or contractor to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by Hypower, LLC. (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Hypower, LLC. (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Ray McCorkel / President
Name and Title

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 8
SCHEDULE OF SUB-CONTRACTORS**

The Undersigned CONTRACTOR proposes the following major sub-contractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

<u>Name of Sub- Contractor</u>	<u>Address of Sub- Contractor</u>	<u>License No.:</u>	<u>Task</u>	
Murd's, Inc.	226 N. Nova Rd #352 Ormond Beach, FL. 32174	FL19000008830	Cable pull and terminations Switching and conversions	

Signature: 

Date: November 7th 2023

Title/Company: President/Hypower, LLC.

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

**CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS
(RFP) NO. 23-10-ENG
PHASE 1 UTILITY UNDERGROUND CONVERSION**

OCTOBER 17, 2023

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

Item 1. Pre-Bid Virtual Meeting Link and Agenda

1. The Pre-Bid Virtual Meeting will be held on Thursday, October 19th, 2023 at 2:00 P.M CST. The following link for the Teams Meeting is provided:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzE3NDMxYzMtYjE4OS00OTVILThmNTEtNjh1NzI5MzljYWWM4%40thread.v2/0?context=%7b%22Tid%22%3a%220aaddbc3-b080-4c29-99bd-cf110f030edb%22%2c%22Oid%22%3a%22d4f5a728-ffa4-44ee-b936-ec9ad5630460%22%7d

Meeting ID: 295 779 029 616
Passcode: YEBYL4

- 2. The Pre-Bid Meeting Agenda will be as follows:**

Agenda

Pre-Bid Meeting Date:	10-19-2023
Meeting Time:	2:00 p.m. CST
Meeting Location:	City Hall/Teleconference
Meeting Call-In No.:	
City:	City of Destin
CEI:	Utility Consultants of Florida

1. INTRODUCTIONS

- a. Please mute microphones when not speaking.**

2. IMPORTANT DATES:

- a. All dates and times are CST respectively
- b. Today's Pre-Bid Meeting

- c. Deadline for Questions – October 24, 2023 (4PM)
- d. Proposal Due Date – November 9, 2023 (2PM)
- e. Bid Committee Meeting “Shortlisting” – November 16, 2023
- f. City Council Meeting Ranking Approval – December 11, 2023
- g. City Council Meeting Contract Award - TBD

3. BRIEF PROJECT SUMMARY:

a. SUMMARY

- i. FPL Design has been completed and included with the RFP package.
- ii. The primary objective is to install all FPL related material to underground the current aerial facilities along US 98 feeder, primary, services, and lateral extensions depicted on the drawings.

b. FPL

- i. FPL Design has been completed and included with the RFP package.
- ii. The primary objective is to install all FPL related material to underground the current aerial facilities along US 98 feeder, primary, services, and lateral extensions depicted on the drawings.

c. CENTURY LINK

- i. Century Link is finalizing their design ahead of construction. The current quantities are based on discussions for having (3) 2” conduit along the north side of the project corridor.
- ii. Century Link will pull the coax/fiber, set handholes, and terminate aerial facilities.

d. COX COMMUNICATIONS

- i. Cox Communication is finalizing their design ahead of construction. The current quantities are based on discussions for having (4) 2” conduit along the north side of the project corridor.
- ii. Cox Communication will pull the coax/fiber, set handholes, and terminate aerial facilities.

e. UNIT FIBER

- i. Uniti Fiber is finalizing their design ahead of construction. The current quantities are based on discussions for having (3) 2” conduit along the north side of the project corridor.
- ii. Uniti Fiber will pull the coax/fiber, set handholes, and terminate aerial facilities.

f. FPL STREETLIGHTING

- i. FPL’s Streetlight group is working on the photometrics and will provide a design prior to construction. The current quantities are based on discussions for having (2) 2” conduit along both sides of the project corridor.
- ii. FPL’s streetlight group will pull the wire and set the new streetlight poles. That effort will require coordination to ensure the streetlights can be installed ahead of the FPL pole removal portion of the project.

4. PLANS & SPECIFICATIONS:

- a. Bidders should be familiar with FPL specifications and indicate that in their proposal.
- b. In addition to FPL, Bidders should be familiar with the CARRIERS specifications and requirements.

- c. Technical Specifications have been provided for a majority of the bid items that are in addition to the UTILITY OWNERS requirements. In all cases, the infrastructure shall be installed to the highest requirement of the more stringent requirements or specification.

5. RFP:

- a. PLEASE READ THE ENTIRE RFP FOR DETAILS AND REQUIREMENTS.
- b. Please read the format, sections, and tabs requirements
 - i. Minimum Requirements.
 - ii. LOI.
 - iii. Contractor Qualification, Ability and Experience.
 - iv. Contractor Personnel Qualification and Experience.
 - v. Interactions with City and Regulatory Agency Staff.
 - vi. Timely Completion of Projects.
 - vii. Surveys of Past Performance.
 - viii. Price Proposal/Schedule-of-Values
 - ix. Forms.
- c. Selection Process & Scoring

6. COMMENTS/QUESTIONS:

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Curt Landry

Print Name



Signature

Oct 17th 2023

Date

ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS (RFP) NO. 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

OCTOBER 23, 2023

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

Item 1. Pre-Bid Virtual Meeting, 10/19/2023 Questions and Answers

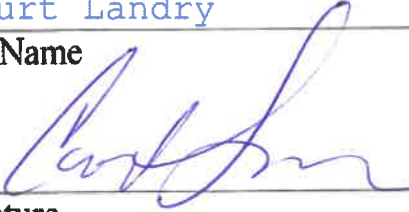
1. The Pre-Bid Virtual Meeting was held on Thursday, October 19th, 2023 at 2:00 P.M CST. The following is a brief restatement of the Questions and Answers provided at the Pre-Bid Meeting:
 - a. *Question:* Carrier side of road and carrier conduit sizes listed in the RFP and on the Pre-Bid Agenda are different. Which is accurate? *Answer:* The original amount, run and sizes listed in the RFP are the most accurate to date. These are estimates provided by the carriers as their designs are not yet final.
 - b. *Question:* Has SUE been completed for this work? *Answer:* SUE has not, and will not, be completed as a part of this project.
 - c. *Question:* Can a list be provided of what materials will be supplied for this project? *Answer:* Yes, a brief list is provided below. For carriers, conduit to be installed will be provided.
 - d. *Question:* Has an Engineering Estimate been provided for this project, and can this be shared? *Answer:* An engineering estimate has not been provided for this project. Budget information is not available at this time.

Feeder (FNC)
Primary (1PN1C)
Primary (2PN2C)
Primary (3PN3C)
Primary (4PN4C)
Primary (5PN5C)
Primary (6PN6C)
Primary Splice Box
Secondary Conduit
Service Cable
Primary Cable (Pull)
Feeder Cable (Pull)
Primary Swt. Cabinet
3-Phase Pedestals
30" Handhole / Lg. Ped.
Transformer (Single)
Transformer (3- Phase)
Transformer (Open Delta)
Feeder Splice Box
Capacitor Bank
PMH-9,10, 11

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 2 is hereby acknowledged:

Curt Landry
Print Name

Signature

Oct 23rd 2023
Date

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS (RFP) NO. 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

OCTOBER 26, 2023

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

Item 1. Questions and Answers from 10/24 - Wilco

1. The following questions were received from Wilco on October 24th. Answers are provided below:

1. *Can you please provide the RFP Statement of values in an excel spreadsheet format?*

The RFP's SOV excel format will be distributed in this addendum.

2. *Can you please elaborate on the units FPL-EASMENTS and FPL-EASMENT SURVEY? Is the contractor only responsible for payment of the surveyor to get the necessary easement points or do the responsibilities extend to acquiring the easements, filling out FPL easement documents, working with the residents directly to attain needed easements or any other responsibilities?*

Easement coordination shall include assisting PM with confirming the placement of the equipment and identifying any conflicts within 45 days of the NTP, assisting with the notification of property owners in advance of the work (minimum 30-day notification) and scheduling the work with the property owner. Easement Survey will include coordination with the surveyor to draft easement sketches and payment of the surveyor. This also includes ensuring that the placement is within the boundary survey area with regards to any easements obtained prior to the project start. The easement survey will be needed for any easements not secured prior to the start of construction. Most easements fall within open areas, are undetermined fixed locations, or minor shifts may be needed to avoid obstructions. The contractor will need to survey those locations and provide an acceptable survey property sketch/boundary survey as part of the normal FPL easement documents used to record easements. The contractor will not be responsible for easement acquisition, filling out or filing easement documents.

3. *Where is the cost of general restoration (sod, asphalt, pavers, etc.) to be included in the bid form? There is only a unit for concrete restoration.*

While General Restoration is a requirement for this project, the means and methods of construction vary substantially and directly impact the amount and type of restoration required. We are seeking contractors to minimize the work footprint and schedule the work efficiently and in the most cost-effective manner. The restoration for sod, asphalt, pavers, etc, should be included within the respective bid items for each area of work, to include the "Incidentals" section. We also recommend, in addition to the above, familiarity with the FPL plans and the overall project area to determine what potential cost impacts you may incur.

4. *Are there any customer owned services in this portion of the project? How will they be priced?*

Yes there are some customer owned services, customer owned services conversions should be incorporated into the costs association with the two line items OH or UG Conversion line item. Customer owned services/conduit will remain the customer's responsibility. Contractor will install transformers and/or hand holes to connect to services.

5. *Is the included statement of values considered to be the final SOV for the project or will this be negotiated after a contractor is chosen. We have several items that are on the plans but are missing from the SOV. Should we submit those requested changes now or will they be negotiated if chosen as the contractor?*

The Schedule of Values is considered to be final. If you feel there are unaccounted for items please include these in the "Incidental" line item. It is recommended that you familiarize yourself with the project items within the RFP.

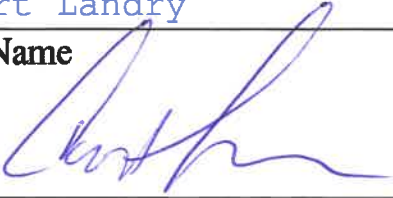
END OF ADDENDUM NO. 3

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 3 is hereby acknowledged:

Curt Landry

Print Name

A handwritten signature in blue ink, appearing to read 'Curt Landry', is written over a horizontal line.

Signature

Oct 26th 2023

Date

ADDENDUM NO. 4

CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS (RFP) NO. 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

OCTOBER 26, 2023

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

Item 1. Questions and Answers from 10/24 - Hypower

1. The following questions were received from Hypower on October 24th. Answers are provided below:

1. In sections 3.1.3 Century Link, 3.1.4 Cox Communication, and 3.1.5 UnitiFiber on page 7 of the RFP, please confirm if the awarded underground contractor will also be installing the pull boxes as well as the conduit. If yes, will a line item be added to the Bid Form? Or will the full carrier scope be a part of the second step of the process?

For all carriers, the awarded contractor will not be installing pull boxes. The awarded contractor will only be installing the conduit associated with each carrier.

2. In sections 3.1.3 Century Link, 3.1.4 Cox Communication, and 3.1.5 UnitiFiber on page 7 of the RFP, it is stated that the conduits are to be placed on the south side of the corridor. Addendum 1, Section 3, item (i) in part (c), (d), and (e) state that the conduits will be placed on the north side. Please confirm which side the conduits will be installed. (We also asked this question on the pre-bid call – It looks like it was answered in Addendum 2 and we are to follow the original RFP. If that is correct, this question has been answered.)

The placement of conduit is an estimate provided by each carrier, and the run listed in the RFP is the most current information available at this time. Please refer to the RFP, and note that as carrier designs are not complete yet.

3. In section 3.1.5 UnitiFiber on page 7 states that they will need (3) 1.25” conduits. Addendum 1, Section 3, part (e), item (i) states that UnitiFiber will need (3) 2” conduits. Please confirm which size conduit will be needed. (We also asked this question on the pre-bid call – It looks like this was answered in Addendum 2 and we are to follow the original RFP. If that is correct, this question has been answered.)

Addendum #1, the Pre-Bid Agenda, was incorrect in the stated size of the conduit for UnitiFiber. The RFP size listed is accurate.

4. In section 5.2.1 under Tab 8 – Forms on page 15 of the RFP, there is a list of forms that are to be signed and included in the bid. The FPL Plans are listed as part of this. Please advise if there is something that needs to be initialed or signed related to the FPL plans.

The FPL plans do not need to be signed or initialed.

5. In the Technical Specifications section TP57-7 (pg 2 or 36 of the RFP), the Lines, Grades, and Construction Surveying references “working drawings”. When will the contractor’s bidding the project be supplied with these working drawings in order to accurately estimate this line item?

Drawings for FPL are included in the RFP, these are the “working drawings” for FPL facilities. Carrier designs are not available at this time, and are expected to be completed by the start of construction. Estimates of the length of run were provided by each carrier and are listed in the RFP.

6. In the Technical Specifications section TP 102.1 (pg 4 or 38 of the RFP), the third paragraph references the City’s allowable hours of work. Can you provide what the work days and work windows are? Also, can you provide the allowable hours of work for MOT lane closures when/if needed?

Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, for the City of Destin begin at 6:00 a.m. and run through 5:00 p.m Monday through Saturday in accordance with City Code, Chapter 130. MOT lane closure allowable hours of work will need to be obtained from FDOT.

7. The FPL prints provided in the RFP show 3PN1C throughout the project. The Bid Form does not have a line item for 3PN1C. Please add this line item to the Bid Form Schedule of Values as well as the anticipated quantity so that it can be priced accordingly.

The FPL design incorrectly labeled the 3PN1C to be installed. 3PN3C is to be installed in all areas with the label of 3PN1C. 3PN3C estimated on the Schedule of Values captures the areas labeled 3PN1C.

8. In the Technical Specifications section TP 1-4 (pg 7 or 41 of the RFP), states that “all work for services connections shall stop at the meters but in some instances may require adjustments or replacements by the Contractor to make required connections.” There is not a line item for adjustment or replacement of the meter on the Bid Form Schedule of Values. Please advise if a line item will be added to the Bid Form SOV and how many of these locations are anticipated.

This estimate should be included in either the “Conversion of Aerial Services” or “Conversion of Underground Services” section of the SOV.

9. In relation to the above question regarding meter adjustment or replacement, will the contractor be responsible for the cost of procuring and paying for the meter permit? If yes, please advise what the average meter permit cost is.

Contractor should have familiarity with FPL undergrounding projects as a requirement for this RFP and how conversions are performed with connections of meters.

10. The Bid Form Schedule of Values section IV Carriers asks for material pricing for 2” HDPE. Please advise if the carriers will require SDR-11 or SDR-13.5.

All carrier conduit for the is SDR-11. At this time, each carrier is proposing to provide all carrier conduit, this bid item is to hold a price proposal in the event that the carrier cannot provide.

11. In the Technical Specifications section TP Carrier Infrastructure (pg 13 or 47 of the RFP), it states that the contractor shall “consolidated the conduit installation for ultimate cost and schedule efficiencies.” Does this mean that all carrier conduit is to be installed in the same directional bore pull and/or in the same trench line with no separation between carriers?

As most carrier designs may not follow identical paths, and will have separate access points, in areas where carriers can be consolidated the intent is to do so in those areas. Carrier bore costs are provided in the SOV individually, however the goal of the project is to capture similar run efficiencies where possible and based on similar project experience.

12. The Technical Specifications section TP FPL Streetlight Infrastructure (pg 17 or 51 of the RFP) mention AT&T Requirements. Please advise if and how AT&T requirements are involved in this project including related to the Streetlight Infrastructure or Carriers.

This is a typo. AT&T is not involved in this project, therefore has no requirements.

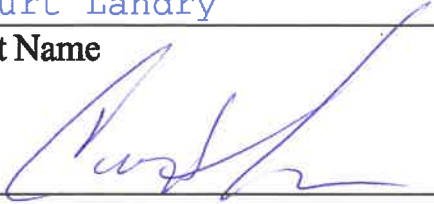
END OF ADDENDUM NO. 4

A copy of Addendum No. 4 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 4 is hereby acknowledged:

Curt Landry

Print Name

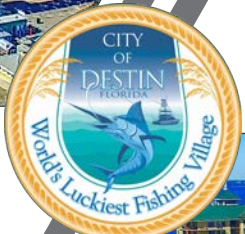


Signature

Oct 26th 2023

Date

WILCO
Electrical, LLC.



CITY OF DESTIN

**UTILITY UNDERGROUND
CONVERSION
RFP NO. 23-10-ENG**



Thomas Nemic
President
Cell: (305) 742-1752
Email: tom@wilcollc.com

Tab 1 - LETTER OF INTEREST

Summarize the Contractor's understanding of the Project, its commitment to perform the Services, the number of years of experience in the field of construction services, and its statement of belief as to why it is the best qualified Contractor to provide services relating to an underground conversion. An authorized agent must sign the Letter of Interest indicating title or authority.

This letter of interest is written to inform the City of Destin that Wilco Electrical, LLC is committed to bid for and perform the necessary construction services needed to successfully underground the dry utilities throughout the City of Destin. This project has been on our radar for several years now. Due to the extensive number of municipality undergrounding projects that Wilco has been involved in, the management at Wilco stays informed on upcoming projects through the contacts that we have made in this arena. Based on prior experiences similar to this project which have been completed successfully, Wilco completely understands the work that needs to be done and the challenges that this project will face. In the last section of this tab, we list specific items that we have found in our project analysis of this job. This analysis was conducted in the field by experienced Wilco management.

We believe that our solid position in industry projects of this nature has prepared us beyond the level of other contractors for this underground conversion. Our thirteen years of active underground project construction, combined with fifteen years of previous and ongoing electrical contracting for twenty-eight years of business is what drives this belief. The scope and construction practices of this job are the same or extremely like several other large-scale projects that we have completed and/or are currently undergoing. Throughout this application, we'll demonstrate the specific experiences we are referring to.

Wilco Electrical Contracting, Inc, was first incorporated in 1997, and was acquired by Wilco Electrical, LLC and incorporated in Florida in 2007 Wilco has been successfully working and completing underground projects since our first major project in 2012, Jupiter Inlet Colony. All the municipality owned underground projects that we have worked on are high profile in nature. The communities have all been elite, coastal communities such as Jupiter Inlet Colony, the Town of Gulf Stream, the Town of Palm Beach, and the Town of Longboat Key. Wilco's role in each of the major projects that we participate in has been as the prime contractor. In most cases, there has been an assigned project manager or engineer assigned by the municipality that we work directly with. There has only been one municipality, the Town of Palm Beach, which has had a general contractor at risk to help coordinate the work. However, in all projects, Wilco was approved and assigned as prime contractor.

Much of Wilco's acquired experience in underground utilities comes because of our history as a Florida Power and Light Contractor (FPL) for over 25 years. We have completed thousands of small contract jobs for FPL which do not receive any publicity or recognition. These projects range from the installation of underground services to an individual house on our Services Contract (SMO and Ground Strap), to undergrounding major primary and feeder runs through sensitive urban areas on our FPL URD contracts. The experience gained from consistently working on these projects daily prepares Wilco, and its crews, to manage the larger projects much more efficiently and effectively.

Wilco Electrical, LLC is one of the only FPL contractors which holds an Underground Construction Contract (URD), Services Contract (SMO and Ground Strap), Vault and Duct Bank Contract, Overhead Contract, and a Storm Restoration Contract with FPL. FPL has shown its confidence in Wilco over the years through diversified project assignments. Wilco has responded with delivery consistency and dedication to best outcomes. The combination of all these contracts, which are worked on daily, gives us the unique experiences needed to successfully manage and complete a project such as The City of Destin's undergrounding project.

Wilco Electrical is also unique in that we self-perform nearly all our work. By doing so, Wilco is in total control of the projects, and we don't get surprised by unreliable subcontractors. Wilco is also in full control of the quality of our work. Wilco Electrical and its affiliated companies currently have over 250 full time employees and seven yard locations across Florida – Daytona Beach, Cocoa Beach, Port St. Lucie, Jupiter, Royal Palm Beach, Sarasota and Miami, Florida.

So why is Wilco Electrical the best choice for the undergrounding of the City of Destin? It is because Wilco has a proven and long record showing our dedication and commitment to each project that we take on, our unmatched level of knowledge and experience in underground conversion projects, our solid relationship with Florida Power and Light, our skill and experience with working with the residents within an exclusive coastal Florida community, and the outstanding strength of our employees and managements character.

Destin project pre-bid field analysis

Wilco Electrical, LLC is an exceptional candidate for the undergrounding of powerlines in the City of Destin due to its proactive and thorough direct approach by evaluating the project in person (location by location). Their hands-on assessment of the project site has enabled them to identify specific circumstances that are unique to this undertaking, giving them a distinct advantage in successfully completing the project. This facilitates a three-step style of pre-emptive planning, site-specific understanding, and customized solutions.

1. *Pre-emptive Planning*: This is an important, essential first step for a correct conduit installation for powerline undergrounding. Wilco's methodology differs from the norm regarding conduit installation. Many view this undertaking as "how" are we going to install the conduit; Wilco's view is "why" are we going to install the conduit? This approach promotes a proactive understanding of the prints, electrical circuitry, new and existing devices, and locations of the conduit installation. The "how" installation favors haste of installing the pipe as quickly as possible without questioning the design. This causes electrical issues during the energization phase of the project, regressing it back to the reinstallation of pipes. The "why" procedure creates an opportunity for Wilco to identify key design issues before the conduit is installed. This protects the project from significant delays. Wilco has already fine toothed combed the City of Destin's design.
2. *Site-Specific Understanding*: Wilco Electricals' on-site evaluation of the project has provided an in-depth, site-specific understanding of the challenges and opportunities presented by Destin's power infrastructure. During the bid process, Wilco identified a number of specific locations based on the FPL designs to investigate further. A couple examples upon exploring: it was discovered that there are no in-ground splice locations but rather above-ground port junction devices, old Gulf Power feeder risers cannot be operated under load (while energized), existing equipment is built to a 15KV standard rather than a 25KV standard, (2) 3ph aerial transformer banks are wired for a voltage that will need to be safely adjusted to accommodate the new underground pad-mounted transformer, and CT (current transformer) monitored power meters on customer's services.
3. *Customized Solutions*: By identifying the unique circumstances of the project, Wilco Electrical, can develop customized solutions to address them effectively. This ensures that the undergrounding of powerlines in Destin is not a one-size-fits-all solution but a tailored approach that accounts for the specific needs and challenges of the city's existing power infrastructure. This enables Wilco to get ahead of any potential design and interfacing issues while working alongside their FPL counterparts. To maintain customized solutions, Wilco's proprietary system tracks the progress of the construction work in real-time. Field teams and admin input data directly into the system using mobile devices or tablets. To enhance visibility and clarity, the proprietary system employs color-coding and highlights on the digital FPL prints. Tasks in progress are marked in one color, completed tasks in another, and potential issues in yet another, making it easy to spot the status of various elements of the project at a glance. Improved decision-making is made by providing a clear, real-time view of project progress and potential issues, the system supports informed decision-making. Project managers can quickly address problems, adjust timelines, and allocate resources as needed.



***Identification of the Contractor's name, point of contact name, address, phone number and email
Specify who will be the Contractor's signatory to any contract documents executed with the City.***

Here is the Wilco Contractor Information:

Wilco Electrical, LLC
Point of Contact: Thomas Nemic, President and contract signatory
Cell Phone for Point of Contact: 305 742 1752
Email for Point of Contact: tom@wilcollc.com
Address: 430 Business Park Way, Royal Palm Beach, FL 33411
Business Telephone: 305-248-9911

An affirmation that any required business licenses required for the Project have been obtained and the Contractor and all assigned key staff are properly licensed to practice in the State of Florida.

Wilco Electrical, LLC is licensed, experienced, and qualified to complete all the work needed for this project. The licenses for Wilco Electrical, LLC and our dba, Wilco Utility LLC, are attached to these documents and listed below:

EC13004306	Master Electrical License - Wilco Electrical llc
CUC1225191	Underground Utility & Excavation License – Wilco Utility llc

Certified as-builts will be completed by a licensed and qualified survey company with the assistance of Wilco field crews. Wilco's operational management team will monitor the advancement of the construction and document the work as it progresses.

Wilco's unique way of recording our progress within the FPL system is one of Wilco's greatest competitive advantages. Our processes, which have been continually developed and refined throughout all our past projects, give Wilco a major advantage in receiving FPL switching orders in a timely and organized fashion. Unfortunately, this is a hard attribute to convey to a prospective customer, but we can assure you that the advantage is real, and it will have a dramatic effect at reducing the overall project duration.

Provide a list and brief summary of specific FPL underground conversion projects you have been involved with and what role you performed. (Most recent projects listed first)

Town of Longboat Key –

This project is an FPL conversion project on the west coast of Florida. It was bid out by the Town in the same manner as the Destin project is being bid. It was bid in an RFP format and the contractor was selected by a board using a point system. Negotiations on the pricing and execution of the contract were then conducted in order of ranking. Wilco Electrical llc was selected as the prime contractor for the project. Nearly all of the work was completed with in-house crews.

This project is in an exclusive, coastal community and island near Sarasota Fl. The project has a mixture of residential and commercial properties. The project was divided into 4 major phases plus the addition of a phase for the installation of Town owned streetlights and a fiber optic system. The project had an aggressive completion date that was approximately 4 years after the beginning of the project. The construction portion of the project was installed on schedule. The estimated value of the project was forty five million dollars.

Town of Palm Beach Florida

This project is an FPL Conversion project in Palm Beach County Florida. This project was bid as a General Contractor at Risk contract for all of the phases except for phase 5, which was bid out to a prime contractor only. Wilco Electrical llc was chosen as the subcontractor under two different general contractors, Burkhardt Construction and Whiting Turner. Wilco was contracted by Burkhardt Construction for phases 1 North, 2 South, 3 South, 4 South, and 6 South. Wilco Was contracted by Whiting Turner for phase 1 South. Whiting Turner was not selected as a general contractor for any other phases. Wilco Electrical was awarded phase 5 South through an open bidding process for that phase specifically.

This project is also an exclusive, coastal community and island. The project is a mixture of residential and commercial properties. It is arguably the most difficult neighborhoods to underground within the State of Florida. The Town of Palm Beach has some of the highest valued real estate in the State and within the Country. It is currently estimated that there are at least 48 Billionaires that have links to the Town of Palm Beach. This exclusiveness leads to some of the most elaborate and expensive landscaping in the State. The Wilco crews must be extremely professional in their daily work procedures. Cleanup must be done to an extreme level daily. Notification of work to the residents is also necessary daily. In addition to the precise and exceptional work that is required, the road right of way is extremely tight. The majority of the work is being done within the roadway. This is very unusual for this type of project. Typically, and as expected in Destin, the majority of the work is in grassy areas within the right of way, but outside of the roadway. All phases of this project have been completed within our schedules. The estimated value of the totals of these projects will exceed seventy five million dollars.

Town of Gulf Stream

This project was an FPL Conversion project in the Southside of Palm Beach County. Wilco Electrical llc was chosen by the Engineering firm of record, Brannon and Gallespie LLC. Wilco was contracted as the prime contractor and all of the work was completed by Wilco in-house crews.

This project is also an exclusive, coastal community and island. The project is a mixture of residential and commercial properties with the majority being residential. This is another exclusive coastal community that is also on an island. This project was very similar in scope to the future Destin phases which are primarily residential. This neighborhood had narrow streets surrounded by beautiful landscaping and homes. Many of the homes were large, older homes except for the many properties that had been replaced by newer homes. This project was completed in only one phase. It also included a Town owned streetlight system.

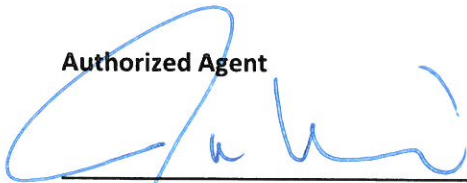
Wilco still does repairs for the Town and is currently expanding their streetlight system to provide additional lighting. This project was completed on time with a value of approximately 3.5 million dollars.

Town of Jupiter Inlet Colony

This project was an FPL conversion project in North Palm Beach County. Wilco Electrical was chosen as the prime contractor chosen through an open bidding process. It was managed by Danny Brannon of Brannon and Gallespie LLC.

This project was Wilco's first coastal community and island conversion project as a prime contractor. Wilco was contracted to start this project in 2011. This was the first of the many projects that we have done as the prime contractor. We learned many lessons from this project but in the end, it was very successful and the mayor of the Town couldn't have been happier with the results. In fact, the Mayor, Dan Comerford, is still the Mayor of Jupiter Inlet Colony and he still calls Wilco whenever he needs our help. The value of this project was approximately three million dollars.

Authorized Agent



Thomas Nemic
President

Tab 2 - WILCO ELECTRICAL'S QUALIFICATION, ABILITY AND EXPERIENCE

Contractor's approach and understanding of underground conversion project(s) within a similar coastal community. Additionally, provide specific experiences and lessons learned on these types of projects. (Limit response to a maximum of three pages).

Wilco Electrical's twelve years of underground conversion construction experience has slowly but finitely honed the approach that we take to successfully execute these projects. Execution in a controlled and orchestrated manner is the difference between experiencing a smooth and progressive project or experiencing an out of control and chaotic project, which no one wants to see. Wilco's approach to these projects is not complex but what can make it look easy at times purely due to the experience that our team has in working these specific jobs.

Wilco's approach to these projects starts with a schedule based on our insight and experience in execution. By starting with an accurate schedule, all of the pieces to the orchestration of starting the right crews, on the right projects, at the right time can be made. Getting all of the different crews to work together and sequence their work correctly is key. In addition, knowing the schedule and keeping the schedule allow our management to prepare for the next step within the process. This can be critically important in getting the project done on time.

On a physical, constructability level, the project starts by getting all of the pre-field work completed before the crews step foot in the field. Permits are verified, MOT plans are constructed and submitted, locates for existing utilities are ordered, field inspections are conducted, and materials are ordered and delivered to the construction yard. Wilco's close relationship with FPL allows our management to order supplies and materials directly through the FPL system. Most other contractors cannot do that. Once all of the previous have been completed, the first crews can get started. Bore crews and pipe crews are mobilized first. As bore crews start installing the first runs of conduit, our pipe crews are right behind them doing tie ins and setting up transformer locations. This is done as soon as possible so that the areas disturbed can be backfilled and restored as soon as possible. This is particularly important in an elite, coastal community where the residents do not wish to live in an active construction sight. We take every step possible to keeping the community looking clean and safe throughout the process. Once pipework is in place, concrete products can be set, followed by the pulling of all of the primary cable. After the cable is pulled, equipment can be set and terminated. Secondary services are prepped throughout the process.

One of the lessons learned throughout our experience is that we build and complete our projects based on the FPL loops. Due to our relationship with FPL, FPL will allow us to energize a loop once it is installed. This allows us to begin conversions of the services while the rest of the phase is being built. This is what we refer to as construction orchestration. When all of the different crews and steps in the process flow together in an orchestrated process, the project progresses at a smooth and predictable pace. Once conversions are completed, final restoration can be completed and the project for the properties involved to that point will be complete.

An additional lesson learned is the importance of keeping the project highly organized and documented. The management at Wilco has created processes that we adhere to in order to track the progress of the project and to analyze potential issues that may arise in the field based on the plans provided by FPL. There are three major proprietary advancements that we have made that have made a dramatic effect on our organization and planning skills. The first advancement that we made is in our internal plan review (Exhibit1). All of the FPL drawings are analyzed by our skilled management team to look for problems with

the prints that would cause issues with the installation in the field. We are very proud of our ability to provide you with this service as it can save many future change orders for rework that would typically be considered “out of the control of the contractor”. Our management team analyzes the prints for mistakes made in the design process. Some examples of mistakes may be incorrect phasing, incorrect equipment listed on the plans, incorrect conduit runs, and even wrong voltage indicators. Catching any problems beforehand also helps to keep the project on schedule and in budget.

An additional advancement that we have implemented is our installation verification system (Exhibit 2). This system is updated daily in order to keep track of all of the cable and equipment that has been installed, or not installed into the system. Contractors that do not keep close track of this risk the chance of energizing a loop within the system and inadvertently finding that there is a splice or elbow that wasn't terminated. Energizing a loop without all of the terminations properly made can result in damaged cable, equipment, and even the possibility of the loss of life. This system implemented by Wilco can literally make the difference between life and death.



Lastly, Wilco has implemented our energization progression diagram process (Exhibit 3). This process has proven invaluable when it comes to obtaining switching orders from FPL. Our process keeps track of each individual loop and the readiness of that loop for energizing. It helps both the Wilco management team and FPL to keep track of the loops and the order in which they can be energized. This also plays an important role in the safety aspects of the project. Energizing a loop that is not complete, is cross phased, or energized out of order is a major safety concern for both our employees and for the equipment being energized.

Contractor's familiarity with working on FPL underground conversion projects as it relates to the involved communication companies, your coordination efforts, and your ability to schedule that portion of the work in a timely manner to ensure their facilities can be successfully completed on schedule and ahead of the FPL wreck-out. Include the carriers you have worked with and your approach. (Limit response to a maximum of three (3) pages)

Wilco Electrical has been an FPL Approved Contractor since 1997. The contracts that we hold with FPL authorize us to install, replace, and maintain the entire FPL distribution system from the substation to the meter can. Wilco is directly tied into the FPL DMS and Spatial View computer systems. We can release all our material through the FPL system. Our staff has professional knowledge of the equipment, material, and processes to install, replace, maintain, and design the entire FPL distribution system.

Wilco Electrical is also an approved Hot Wire contractor. Hot Wire is one of the leading fiber networking companies in Southeast Florida. We bid on individual packets of work that Hot Wire puts out to bid to service new customers. Working for Hot Wire has taught the crews and management at Wilco a much deeper understanding of the design and installation of complete fiber networks. We have recently installed several miles of conduit and pull boxes for Hot Wire in the Town of Palm Beach. We are also installing concrete poles throughout South Florida to support the expansion of small cellular transmitters.

Wilco Electrical, LLC has installed the Comcast and AT&T systems in nearly every major underground project that we have done. The construction design of a Comcast or AT&T system is quite simple, and we are very familiar with the requirements of their designs.

In addition to being experienced at installing Hot Wire, AT&T, and Comcast systems, Wilco was also contracted by the Town of Longboat Key to design and install a streetlight and fiber system for the town. The fiber system design was to allow for the implementation of a full system to provide fiber optic services to every home within the community. In addition, Wilco was contracted to provide fiber optic connections across the entire town to connect all the town's facilities. This system will give the town the ability to have state-of-the-art controls and monitoring of all their facilities.

Contractor's familiarity with identifying, protecting and working around existing utilities. (Limit response to a maximum of five (5) pages)

As an underground utility contractor, Wilco works daily to help identify and protect existing utilities. Locates for our work are done electronically and are done daily to keep up with upcoming work schedules and to keep locates up to date. Wilco also owns and uses our own locating equipment when needed, including ground penetrating radar machines and other professional locating equipment. We use this equipment to help reassure our crews that the locates provided by the utility are verified by a second source. In addition, known utilities that are close to or cross the path of the utilities being installed are physically pot holed and identified whenever possible.

Wilco Electrical has a strong track record of working in the utility infrastructure sector, which includes extensive experience in identifying, protecting, and working around existing underground utilities when installing new powerlines. The company understands the critical importance of these utilities for the community and the potential risks involved if not handled with care. Wilco Electrical is well-versed in utility mapping and employs state-of-the-art technology to accurately locate and mark the positions of water lines, gas lines, sewer pipes, storm drains, and electrical lines before commencing any excavation work.

In addition to precise utility mapping, Wilco Electrical places a significant emphasis on safety protocols and adherence to industry standards. The team is trained to recognize the specific markings and color codes used to identify various utility lines, ensuring that they take every precaution to avoid any accidental damage during the installation process. The company is committed to minimizing disruptions to essential services and protecting the environment throughout their projects.

Wilco Electrical's expertise extends to advanced construction techniques and equipment that allow for careful excavation and trenching near existing utilities. They use non-destructive methods, such as hydrovac excavation and horizontal directional drilling, to create safe and controlled pathways for new powerlines without endangering the integrity of adjacent utilities. This approach minimizes the risks associated with accidental damage and service interruptions while maximizing project efficiency.

Furthermore, Wilco Electrical maintains open communication and collaboration with local utility providers and relevant stakeholders to coordinate efforts and ensure a smooth installation process. This collaborative approach fosters a proactive and comprehensive strategy for protecting existing underground utilities, ultimately resulting in successful project outcomes and the safe delivery of power to communities. Wilco Electrical's expertise in identifying, protecting, and working around existing

underground utilities demonstrates their commitment to both safety and the uninterrupted functioning of essential infrastructure.

Wilco Electrical is one of the FPL's largest and most experienced underground contractors. The extensive work that Wilco conducts on FPL's behalf is also often overseen by experienced FPL managers and our crews must follow all of the procedures and guidelines provided by FPL. In addition, Wilco Electrical is quite unique in that we also provide FPL with overhead powerline work. The importance of this fact to this project is in regards to our knowledge in working near or on energized, overhead powerlines. Our safety personnel are experts at both underground and overhead powerlines safety procedures. This is extremely important when our underground crews are installing risers and jumpers onto the make ready poles in the Destin project. Most underground companies do not have our level of overhead work and safety experience. Safety in working around energized power is of absolute necessity and priority.

Provide a minimum of three (3) underground conversion projects performed within the past five (5) years that included FPL and provide any similarities that may relate to our city project. (Limit response to maximum of two (2) pages per project)

Undergrounding Project History (beginning with most recent)

Palm Beach Island Phase 2,3,4,6 Undergrounding South – 2020 –
Current

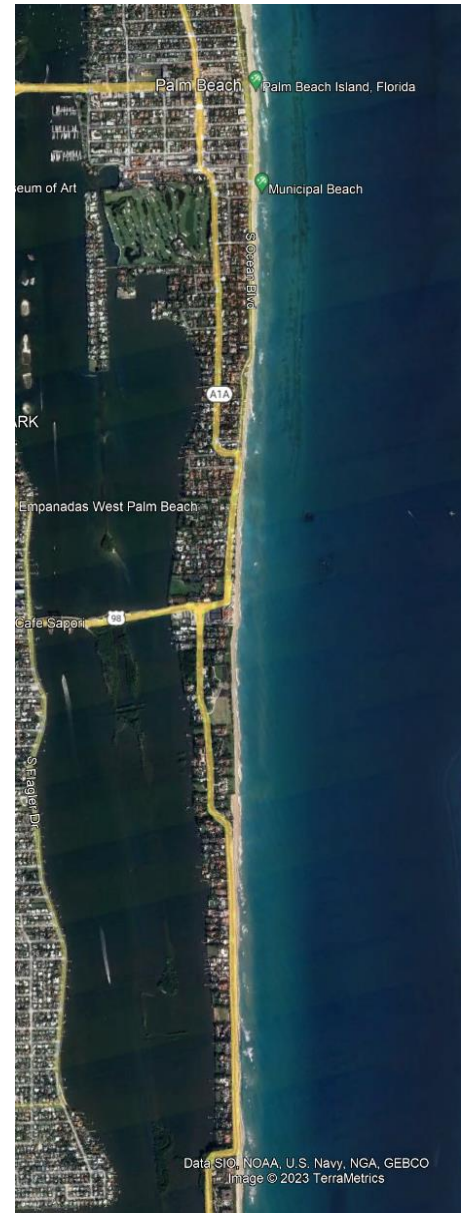
Tony Sabatino

Burkhardt Construction

561-659-1400

tony@burkhardtconstruction.com

- ✓ These are the next 4 segments of the undergrounding the Town of Palm Beach minus Phase 5. Phase 5 was bid separately due to Federal funding that the town obtained.
- ✓ Each Phase of this project is a little bit different. Phase 3 is primarily residential. Phases 4 and 5 are all commercial with limited parking and challenging customers (businesses).
- ✓ Construction cost is approximately \$5,000,000 - \$6,000,000 for each segment for a current total of over \$35,000,000.
- ✓ Phase 2 is complete and overhead poles are being removed, Phase 3 has only 2 switching orders remaining and the associated conversions, Phase 4 and 5 both have all conduit and equipment set. Cable is pulled and terminated. Waiting on switching orders from FPL. Phase 6 is just beginning conduit installation.
- ✓ Each phase of The Town of Palm Beach Undergrounding has posed many of the same challenges and opportunities. The landscape and real estate are some of the most expensive and beautiful in the country. Wilco's crews are very respectful and understanding of the nature of this challenge. We are very proud of the results that our crews have had in this environment, and we are confident that our crews could handle any neighborhood at this point. Our crews have received endless compliments on their work and the projects are staying on schedule!
- ✓ Customer communication has been one of Wilco's biggest assets in the successful working of all these phases. Customers are informed of any work that will affect them or their street one week prior to the work starting in their area. Customers are also informed the day before any work starts within their property. This is very important in sensitive areas such as this. Wilco has experienced very little pushback on entering these properties and communication with the residents is key.
- ✓ Similarities – the similarities between The Town of Palm Beach and the City of Destin are many. The residents of both projects are paying for the undergrounding and beautification of their City. They both will demand quality restoration of their property, kind and courteous workers on their property, and as little impact to their daily lives as possible. The construction means and methods will be the same, although there shouldn't be much work in the roadway in Destin, unlike The Town of Palm Beach. We will work with the City of Destin and it's residents in the same manner and we will make every effort to finish the project on time and within budget.



Town of Longboat Key – 2019 – Present

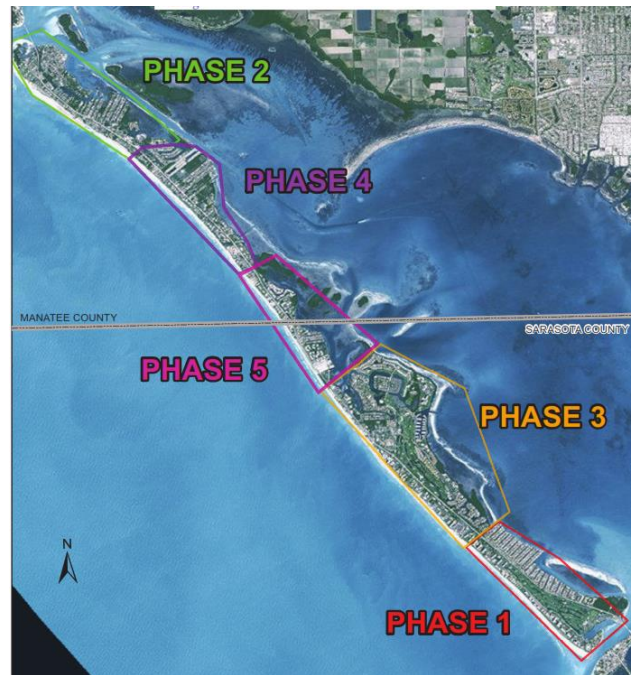
Isaac Brownman

Town of Longboat Key

941-316-1988 Ext 2210

ibrownman@longboatkey.org

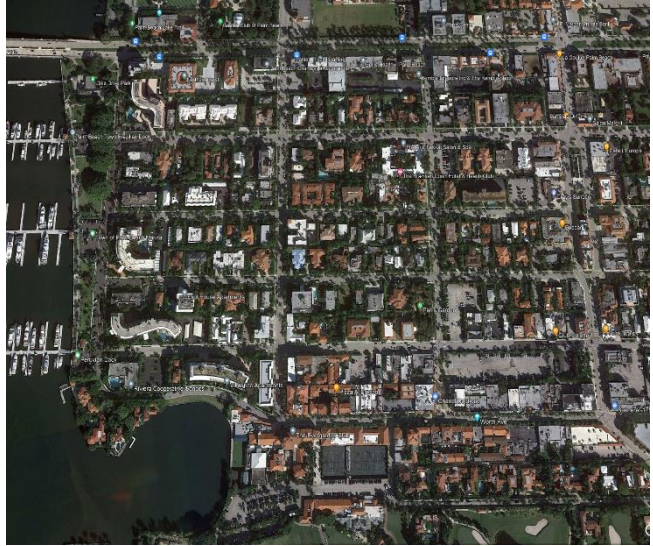
- ✓ This project was split into 4 major phases with the addition of town streetlights and a town owned fiber optic system. This is another coastal island town with beautiful landscaping and properties. This project is nearly completed and is within budget and the construction met the planned schedule. There are currently delays due to complicated switching order delays by FPL.
- ✓ Construction costs for the entire project are approximately \$45,000,000.
- ✓ Communications with the Town of Longboat Key have been outstanding. The town staff have been 100% supportive of the project. We have conducted weekly meetings to keep the staff and Town up to date on the progress of the crews and the utilities.
- ✓ The challenges for this project were like the other coastal communities. One additional challenge to this project was the very high-water table. It made it a bit more difficult in some areas and we occasionally had to wait for tidal waters to go down before we could complete sensitive operations.
- ✓ One of the lessons learned on this project was to stay ahead of the switching orders and constantly communicate with FPL on our progression within them. This project helped Wilco refine our recording and communications of the system so that switching orders could be ordered and received as soon as possible. Our system has helped immensely. However, some difficult challenges with the previous system have still led to delays in getting orders. Some issues encountered could only be resolved by waiting for periods of time when the electrical load was lower.
- ✓ Similarities – This project is very similar to the City of Destin's project. The majority of the Destin and Longboat Key project are residential with the addition of some commercial. The right of way areas are very close to the same. The landscape and homes are very similar in size and quality. The means and methods of construction are nearly identical.



Palm Beach Island Phase 5 South Undergrounding 2021 - Present

Patricia Strayer
Town of Palm Beach
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- ✓ This phase was unique to the rest of the phases due to grant money that the Town was receiving.
- ✓ This phase went out for public bid – unlike other phases which were contracted under a contractor at risk procedure.
- ✓ Wilco Electrical llc won the bid as qualified low bidder with an approximate 15% cost savings.
- ✓ This phase proved to be one of the most difficult as it was nearly 100% commercial. The area includes Worth Ave and many shopping areas.
- ✓ One challenge in this area was securing workspace due to a large number of customer and residents parking on the street.
- ✓ Construction costs for this phase are nearly \$6,000,000.
- ✓ Due to the fact that the money for this phase is from a federal grant, time was of the essence on this phase. The construction portion of this phase is complete and was finished on time.
- ✓ Conversions for this phase are currently not all completed due to the challenging switching orders that FPL is dealing with. Wilco can immediately energize and convert services as soon as the next loop order arrives.
- ✓ The challenge in this project is the lack of Right of Way outside of the roadway, and the extensive landscaping. In addition, much of the pipework had to be installed under store front sidewalks. Controlling both parking and pedestrians within our work zone was challenging. Extensive use of signage and coning off areas was required.
- ✓ Similarities – Fortunately, there are not a lot of similarities between this phase and the Destin project. While the Destin project has a large number of commercial stores, they are not in a tight, urban environment like the Town of Palm Beach. The experience of doing this phase did emphasize the importance of ensuring that businesses can remain open and that our construction does not drive customers away from retailers.



Town of Gulf Stream – 2016 - 2018

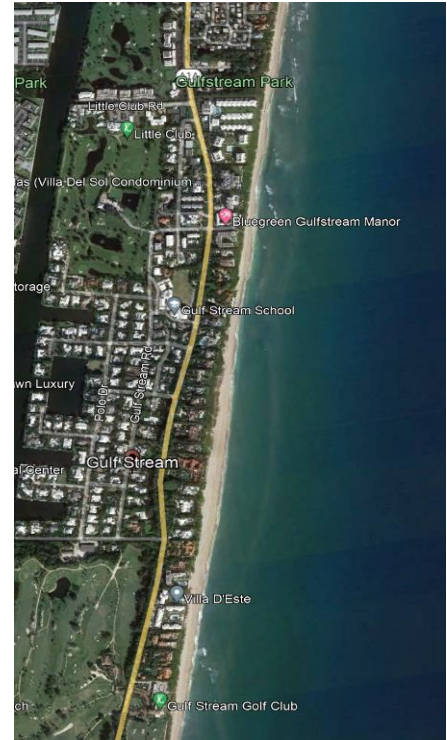
Danny Brannon

Brannon and Gallespie LLC

561-307-9454

Dbrannon@bngengineers.com

- ✓ Project completed.
- ✓ 210 residential homes and 25 commercial/condo buildings
- ✓ Construction cost: \$3,000,000
- ✓ This project was Wilco's second major underground conversion project.
- ✓ Wilco was chosen as the contractor on this project partially as a result of the successful completion of the Jupiter Inlet Colony project.
- ✓ Wilco performed all the construction requested, and performed all the switching orders, maintained as-built data, performed field adjustments, and maintained excellent customer communications.
- ✓ This project had delays due to a rock ridge that ran through the job. The construction portion of the project was still completed on time.
- ✓ Unforeseen circumstances – This project has had a long delays due to FPL switching order issues. This project consisted of 6 loops. 4 of the loops were quickly energized and converted but the last two were held up at FPL due to switching order problems. On current and future projects, we are now taking extra steps to help mitigate and anticipate these delays.
- ✓ Similarities – the main similarity to this project and the City of Destin project is the coastal, island environment that the project is within. The means and methods will be the same. The size of this project is similar to the size of each of the phases in Destin.



Jupiter Inlet Colony – 2011 - 2012

Daniel Comerford

561-676-4532

drcomerford@me.com

- ✓ Project completed and on time
- ✓ 220 residential homes and 1 condo building
- ✓ Construction cost: \$1,600,000
- ✓ Wilco performed all the construction requested, performed all the switching orders, maintained as-built data, performed field adjustments, and maintained good customer communications.
- ✓ This project went smoothly even though this was Wilco's first major underground conversion project.
- ✓ Wilco management worked with the Town Engineer to adjust for certain issues found in the field. For example, uncooperative residence required us to delete some transformers. We accomplished this by increasing the size of several strategically placed transformers.
- ✓ The main lesson learned from this project was the importance of resident communication. Wilco management worked with the Town and the Town's engineer to keep the residents informed of the entire project and the impacts that each resident would feel. We also learned the importance of having great Town staff to assist with any resident issues that may come up.
- ✓ Similarities – this project is very similar to the Destin project. This is a close-knit coastal community. It is much smaller than the City of Destin but very similar to the size and scope of the residential phases of the Destin Project. Resident communications will be equally important as well as the level of private property restoration.



Additional Smaller Projects

In addition to the large projects above, Wilco has also completed many smaller projects for different coastal communities. We have completed or are working on projects for:

- ✓ City of Bradenton Beach - \$1,500,000
- ✓ Town of Jupiter Florida A1A Undergrounding \$750,000
- ✓ City of Lake Worth Beach Electric Utilities 7th Street Undergrounding and French Ave Undergrounding \$800,000
- ✓ Undergrounding of Multiple, Individual Streets within the South Florida Region

While the value of these smaller projects are all under \$2M, the experience from managing and completing them all is valuable to the growth of our knowledge and efficiency in completing these types of projects. It also shows the confidence that our communities, general contractors and Florida Power and Light have in our ability to perform.

Attention to Customer Service

Wilco's Design-Build technical and managerial methodology comes from years of working with the public on behalf of FPL and working on high profile undergrounding projects in exclusive neighborhoods. Both Wilco's management and field crews are taught that the residents are our customers, and they must be treated kindly and with respect, even when the residents may be disrespectful of us. This goes a long way when trying to work in these high service areas. Our experience also has taught us the order and speed of our progression. These projects require going onto each residence property multiple times before the end of the project. Wilco takes every step to try and limit the number of times that the residents are intruded upon. We are also strategic in our timing as it relates to restoration. No one wants to see their lawn torn up again and again. Our work process reduces the restoration time, expense, and frequency.

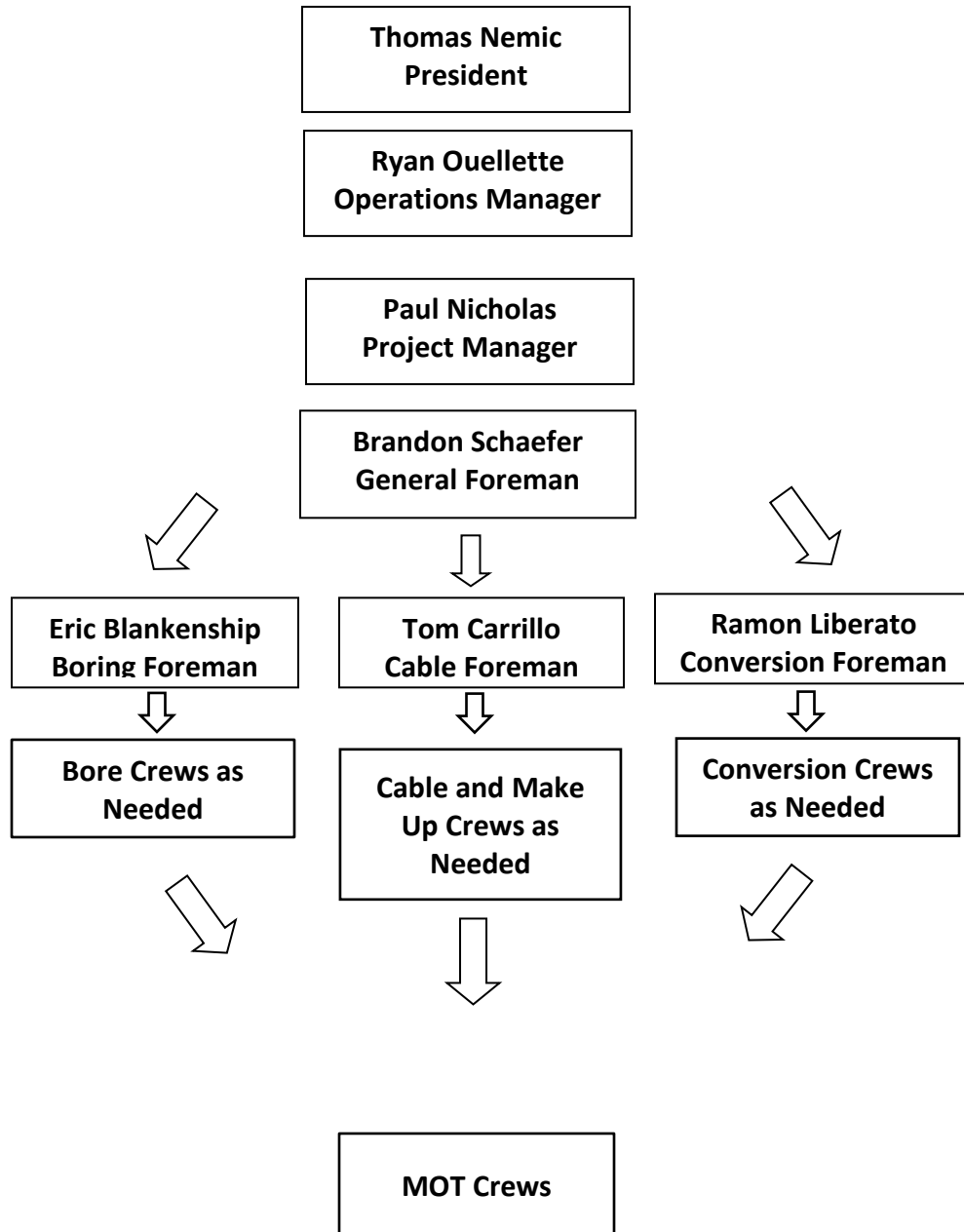
Wilco will segment the job into specific sub-phases based on our experience. While one sub-phase is being bored, we will have cable and make up crews working on the previous phase. As we complete primary loops, conversions on those loops will begin. After one loop is complete, the next will follow. This will proceed until all the loops are hot and converted. This process assures minimal interruption to resident/business owner activities.

Wilco ITS (Intelligent Traffic Solutions) is Wilco Electrical's affiliated MOT (Maintenance of Traffic) company. Our employees at ITS are trained not only in creating a safe environment for our crews to work, but they are also trained to always have an attitude of customer service toward the residents of the community. The MOT crews play an important role in the customer service and customer perception of the project and we feel that ours are the best in the field.

Tab 3 - WILCO ELECTRICAL'S PERSONNEL QUALIFICATION AND EXPERIENCE

Provide an organizational chart of the Contractor's team highlighting the key personnel that will be assigned to the Project. Identify the principal supervisory and management staff, including partners, project managers, other supervisors and specialists who will be assigned to the Project. (Limit response to maximum of two (2) pages

ORGANIZATIONAL CHART FOR THE CITY OF DESTIN PROJECT SUPERVISORY AND MANAGEMENT STAFF



Provide résumés of the Contractor's key personnel listed above to be assigned to the Project. (Limit response to maximum of two (2) pages per résumé) o Résumés shall include, but not be limited to:

- a) Name and current position held by the key personnel.*
- b) Number of years with FPL underground conversion project experience(s).*
- c) Experience. Identify: (i) Types of projects/services; (ii) Size of projects/services; and (iii) Specific responsibilities.*
- d) Services anticipated to be designated to the key personnel.*
- e) Anticipated level of participation on the Project.*

Please see Exhibit 6 for a list of key personnel resumes

Thomas Nemic – President

The president of Wilco Electrical, LLC will be actively involved in overseeing all administrative activities of the project. Thomas will attend important city progress meetings, will have internal Wilco meetings with the operation and Project Managers on a bi-weekly basis, and will be available to city staff whenever needed. Thomas is very experienced with these types of projects. He has bid and overseen all the underground projects to date with over 12 years of experience in underground conversion projects alone.

Ryan Ouellette – Operations Manager

Ryan Ouellette will work directly with the Project Manager to ensure his compliance with the requirements of the project and to provide backup if the PM is not available. Ryan will attend all the meetings and be another contact for the city when needed. Ryan has been working at Wilco for nearly 10 years. He is a licensed master electrician and has been of huge value to Wilco and to its customers. Ryan has been instrumental in organizing and managing underground conversion projects for the 10 years that he has been at Wilco.

Brandon Schaefer - General Foreman/Superintendent

Brandon has been working with Wilco on underground conversion projects for over 8 years. Brandon is a top-notch lineman that can handle any situation that comes up in the field. Brandon is one of Wilco's best linemen with experience of troubleshooting advanced distribution issues and finding the best resolution to problems. Brandon is on the FPL switching list and fully understands the complexity of a successful outcome. Brandon will be the initial General Foreman on the Destin project.

Eric Blankenship – Bore Manager

Eric is a recent addition to the Wilco management team. Eric was brought on board due to his extensive experience and knowledge in directional boring. Eric's background provides him with experiences that he would rarely have been able to obtain through Wilco. The skills that he developed outside of Wilco gave him great insight and knowledge on completing very difficult and advanced bores. He is experienced in operating very large boring equipment and completing very difficult shots. Eric has been managing all of the bore crews on the Town of Palm Beach underground conversion project for approximately 10 months. Eric will be managing the bore crews on the Destin project.

Tom Carillo – Cable Foreman

Tom has been with Wilco for over 11 years. He is highly experienced with all aspects of distribution cable and terminations. Tom has more than 15 years of distribution experience and it shows every day that he is in the field. Tom has worked on every underground conversion project that we have done for the past 11 years. Tom will oversee all of the cable crews on the Destin project.

Ramon Liberato – Conversion Foreman

Ramon has been working consistently at Wilco for over 12 years. Ramon's knowledge is particularly strong of in-service conversions. It is a very important skill for these projects. Experience and creativity in getting underground services to some older homes. His experience has been priceless when it comes to converting the homes to the new underground services. Ramon has been working on our underground conversion projects for approximately 3 years now. Ramon will be working on the Destin project. We will personally be conducting conversions and over-seeing other crews doing the same.

MOT – Maintenance of Traffic

Wilco Electricals' affiliated company, Intelligent Traffic Solutions, has been a real asset on these projects. MOT is hard to predict on these types of projects and having our own company to rely on for MOT services has been a huge benefit. Wilco will consistently have Wilco ITS crews on the project for both scheduled and unscheduled mot.

Identify and highlight the Project Manager who will be directly responsible for the day-to-day communication and coordination with the City and their PM. This individual must have the authority to represent the Contractor in a decision-making capacity. The Project Manager should be experienced in working with FPL underground conversion projects. (Limit response to maximum of two (2) pages)

Paul Nicholas – Project Manager

Paul has been working for Wilco for a little over a year. Paul's experience in electrical distribution is very impressive. Paul was previously an Engineering Manager for the City of Lake Worth Beach Electric Utility. Paul oversaw all the projects that the City was doing both in-house and contracted out. The project that Paul was responsible for included underground conversion projects, system expansion projects, system reliability projects, and maintenance and repair projects. Paul had worked with Wilco on several underground projects for the City of Lake Worth Beach and in 2022 decided to come on board at Wilco. Paul's experience in these types of projects has made Wilco much more detail oriented and organized in our approach and control of the projects. Paul is currently working as the project manager for the Town of Palm Beach Project for phases 4, 5 and 6. Paul Nicholas has the authority to represent Wilco Electrical throughout the project and has the authority to make decisions for the Wilco management team. Paul will be the project manager for the Destin project.

Provide a summarized approach to the project schedule that demonstrates cost and time efficiency capabilities. (Limit response to maximum of two (2) pages)

Project Schedule Approach for Cost and Time Efficiencies

Developing an efficient electrical distribution project schedule requires careful planning and strategic management. Here is a summarized approach that demonstrates the cost and time efficiency capabilities of Wilco Electrical LLC:

1. **Project Scope Analysis:** Conduct a comprehensive analysis of the project scope, including client requirements, site specifications, and constraints.
2. **Resource Allocation and Planning:** Allocate resources effectively, considering the availability of skilled personnel, required equipment, and materials to ensure timely project execution.
3. **Risk Management:** Identify potential risks and develop a risk management plan to mitigate any potential delays or budget overruns. This includes anticipating possible technical challenges and implementing suitable contingency plans.
4. **Detailed Scheduling:** Create a detailed project schedule, outlining specific tasks, timelines, and milestones. Utilize project management software for efficient tracking and monitoring of progress. Paul, our project manager, will invest considerable effort into this aspect of the project.
5. **Collaborative Approach:** Foster effective communication and collaboration among Wilco teams, the City, and City Management/Engineers to ensure alignment with project goals and timely decision-making.
6. **Quality Assurance Measures:** Implement stringent quality assurance measures throughout the project lifecycle to exceed industry standards and ensure the delivery of a high-quality underground electrical distribution system.
7. **Regular Progress Reviews:** Conduct regular progress reviews to assess the project's performance, identify any deviations from the schedule, and implement corrective measures promptly to prevent delays and cost overruns.
8. **Efficient Time Management:** Utilize time management techniques such as critical path analysis to identify the most time-consuming tasks and streamline processes for improved efficiency.
9. **Cost Control and Optimization:** Implement a robust cost control strategy, closely monitoring expenditures, and utilizing cost-effective solutions without compromising the quality of work. This includes leveraging economies of scale and negotiating competitive pricing with suppliers.
10. **Resident Satisfaction:** Prioritize client and resident satisfaction by providing excellent customer communication, addressing any concerns promptly, and providing excellent restoration for the customers.

By adhering to our approach, Wilco Electrical, LLC can demonstrate its capabilities in delivering electrical distribution underground projects with optimal cost and time efficiency, enhancing our reputation, and fostering long-term client relationships.

Provide a summary to your approach to FPL switching, as-builts, and bore logs. (Limit response to maximum of two (2) pages)

FPL Switching, Asbuilts, and Bore Log Approach

Wilco Electrical has devoted great time and effort to improving our effectiveness and efficiency in undergrounding utilities. Wilco engages projects strategically by obtaining all necessary information for the advancement of the FPL switching orders, assembling as-builts, and managing all the bore logs that are created in a project of this magnitude.

FPL Switching – Wilco’s staff, over many years of switching on FPL’s system, has researched and developed a proprietary system that effectively navigates through FPL’s switching system. In order for FPL switching orders to be requested and received in an abbreviated time frame, extreme accuracy and attention to detail are a must. Wilco’s process of identifying how the existing FPL power grid incorporates with the new underground system is the key to success. Recognizing the feeder and loop circuitry with specific strategies allows the switching process to begin prior to the completion of the new underground installation. This trust between FPL and Wilco is achievable by extremely accurate and precise procedures. All the installed cables, splices, and equipment are color-coded on our software and updated daily. This tracking confirms the status of every component of the system before and after energization. Engagement at this level helps to work ahead of any possible problems with system numbering, design discrepancies, modeling challenges, and even safety issues such as potential cross-phases that may exist in the field.

As-builts – (Example in Exhibit 4) Wilco systematically collects as-builts that are complete, accurate, and readable, which is exceptionally difficult on these types of projects. The difficulty lies in the pure number and variations of crews. These crews vary from bore, tie-in, trench, cable pull, splicers, lineman, and switchmen. All crews must work on the same sections of the prints but at different times, doing different actions to complete the project. The complexity of collecting as-builts on paper plans proves to be even more difficult especially when they have the potential to be damaged by the wind, sun, or water. At Wilco, all as-builts are completed in the field on Apple iPads and are merged into a more powerful PC blueprinting software for permanent records. The methods that we have developed and put into practice have greatly increased the accuracy of collecting all the asbuilts and make them easily readable and much easier to understand. Wilco’s technological advancements in both software and hardware provide real-time project tracking to the client.

Bore Logs – (Example in Exhibit 5) The collecting of bore logs has led to many of the same challenges for companies regarding correct data for as-builts. Wilco has overcome this problem once again with technology. All our bore locating equipment now collects the bore log data and is uploaded to the Wilco servers daily. Wilco has also created an indexing code to make correlating the bore log to the as-builts much easier. This is especially helpful when creating certified as-builts. All the drill rig locators have built-in GPS units on them that allow the bore logs to be shown over a Google Maps overlay. This is also very helpful in correlating the bore logs with the location on the plans. Wilco also uses ground penetrating radar, GPR, to orientate the bore logs in relation to existing buried underground facilities. Our bore software then provides a profile blueprint of the bore path on the bore logs depicting the adjacent facilities.

Tab 4 - INTERACTIONS WITH CITY AND REGULATORY AGENCY STAFF

Listening To Staff, Elected Officials, and Community to Understand the Destin Vision

One of our primary objectives is to listen and find out what is critical to you. To identify your goals and vision. It is important for us to hear your overall plan, so we can make sure all necessary considerations are part of our planning. We offer a competent staff that is intimately familiar with the logistics involved with underground conversions and with an understanding of Florida Power and Light's required processes for these types of projects.

In addition to FPL involvement, we bring vast knowledge and experience with the communication companies, which are equally critical. The communication company's designs are vastly different, and we know and understand their process and have successful experiences working with them.

In addition to staff vision for the project, we understand this is equally important to Commissioners, the business community, and residents. We are all about transparency and making sure your goals are inclusive of the project advancement. Because of our experiences specific to underground conversion projects within barrier coastal communities, we understand seasonal influxes from visitors and residents can be a factor. This is an important factor when planning the project and establishing initial sequencing of the project rollout.

Staff Experience with Utility Companies and Related Departments and Agencies

Wilco Electrical, LLC as a contractor, could be considered as an extension of Florida Power and Light. All of the employees that work for Wilco spend all of their days in the utility world. 95% of the work that Wilco does on a daily basis is electrical utility or communication utility based. The Wilco management team, in many cases, is more experienced in the construction of the FPL electrical distribution system than many of the FPL project leads! In addition to working daily with the utility companies, the work that we are doing for them is exactly the same as the work that is needed in the Destin project. In fact, if the city were to decide to turn the reins over to FPL to construct the project, FPL would ask Wilco to provide a quote to do the project. FPL does not conduct new construction. They fully rely on their FPL approved contractors to do the work. Wilco Electrical is one of FPL's largest and most trusted underground contractors.

Constructing an FPL assigned job requires Wilco to interact and work with the same State and local agencies that this project will require. Working with FDOT is another daily activity at Wilco. Whether it is activating FDOT permits or submitting a MOT permit for a lane closure, our experience is one of the best. In fact, due to the ownership of our affiliate company, Intelligent Traffic Solutions (ITS), Wilco creates and submits our own FDOT MOT permits. Very few contractors can say the same.

Public Interaction, Notifications, and Resident Communication

Wilco Electricals' crews spend nearly every day on the properties of individual residents. Whether we are repairing an underground customer service cable or installing a new primary line in the right of way, resident interaction is always demanded. Due to the nature of the electrical utility business, often our crews do not have advanced notice of a job nor its location. Because of this, often the best notice that we can give a resident is to place a door knocker card informing them that we will be in the area in the next day or two. Large underground conversion projects give us a great advantage in notifying the residents of what and when to expect our construction. An informed resident is a happy resident we like to say!

On these types of projects, typically the City or the PM will issue notices through the city's normal notification systems. Many times, the city can send notifications through email to each resident, or they do mailers. These projects are never a secret to the residents, so they are typically expecting the work to begin, they just do not know exactly when or how it will affect them. What we like to do is to publish a schedule on the city's website that gives a broad timeline of what streets we will be working on and when. As the time approaches to start working in a new area or street, we send a notification to the residents stating that work will begin within the next 2 weeks. This has proven to be the perfect amount of notification for the residents. It gives them a little time to prepare but not so long that they forget. We also give each resident a 2 or 3 day window as to when we will be actually working on their property. If we have to perform an outage on a property, we will leave a notice in their mailbox or hang a door hanger letting them know the day that they will experience an outage. When the day of the outage comes, our foreman of the crew will knock on the resident's door to inform them that work is starting and to give the resident an estimate on the time and duration of the outage.

This system has worked very well for us. It gives the residents advance notice so they can be prepared and have time to get with the PM if they have any special circumstances and then gives them very specific notices when they will be affected.

If the residents of the community, or perhaps a specific neighborhood within the community need additional notifications, we are happy to do whatever is necessary to inform the community.

Tab 5 - TIMELY COMPLETION OF PROJECTS

Wilco Electrical, LLC's services are in very high demand. Our current workload and the foreseeable future workload are also high. However, Wilco Electrical's reputation as a leader in underground conversion projects for municipalities is a driving force within our company. These projects take top priority at Wilco. Providing resources for this project will be a number one priority.

Wilco is currently involved in many different projects at varying degrees of completion. These projects have many different segments to complete within each phase of the project. The first and longest phase of the project is the conduit installation. Currently, Wilco's schedule for bore and conduit crews is opening up. Our largest projects in construction are Longboat Key and the Town of Palm Beach. Longboat Key has all of the conduit and equipment installed at this time. The Town of Palm Beach has 4 phases, all under construction. Currently, phases 3, 4, and 5 have all the conduit installed. Phase 6 is just starting conduit construction, but it is the only phase in the conduit construction segment. The completion of phases 3, 4, and 5, opens up 3 Wilco bore crews to new work. Now is a good time for a new project!

Wilco's vast experience at performing these projects gives us a lot of insight when producing a schedule. We know the processes intimately and will have no problem estimating dates of completion of different segments of the project. The projects can be complex to estimate for any firm that has not had the experience that Wilco has. Typically, Wilco will produce a schedule at the beginning of the project. As the job progresses, adjustments will be made depending on the progress of the project. Some projects go faster than our initial estimates and some go slower. There are too many variables to predict in our initial estimated schedule. After a month or two of experiencing a new job, we will be able to predict our schedule in a much more precise way.

Scheduling out the project is particularly important in these projects. Each different segment of a job of this nature requires a different crew. Typically, we will have bore crews, pipe crews, equipment crews, cable pulling crews, termination crews, restoration crews, switching crews, and finally conversion crews. Each of these crews is generally made up of different individuals. They all require very different and specific skills. This is why the scheduling of the crews is so critical and so difficult. The Wilco management has managed these transitions between crews hundreds of times and have very good instincts in projecting when a crew will be needed. You need experience and professional management to handle these projects and Wilco has everything that you need!

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information		Client/Reference Information	
From: Tom Nemic		To: Tony Sabatino	
Company: Wilco Electrical llc		Company: Burkhardt Construction	
Phone: 305-742-1752		Phone: 561-659-1400	
Email: tom@wilcollc.com		Email: tony@burkhardtconstruction.com	

Performance Survey of (project name): Town-wide Overhead Utility Undergrounding Project Phase 2,3,4,6 South	
Cost of Services: Aproximately \$20,000,000	Date Completed: All phases in various levels of completion

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	10
3. Quality of workmanship	(1 – 10)	10
4. Professionalism and ability to manage	(1 – 10)	10
5. Close out process	(1 – 10)	10
6. Ability to communicate with all staff & applicable parties	(1 – 10)	10
7. Ability to resolve issues promptly	(1 – 10)	10
8. Ability to follow protocol	(1 – 10)	10
9. Ability to maintain proper documentation	(1 – 10)	10
10. Ability to offer solid recommendations & solutions	(1 – 10)	10
11. Had proper resources and personnel by which to get the project done	(1 – 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	10

Anthony M. Sabatino

Printed Name of Reference

Anthony M Sabatino

Signature of Reference

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From: Tom Nemic	To: Isaac Brownman
Company: Wilco Electrical llc	Company: Town of Longboat Key
Phone: 305-742-1752	Phone: 941-316-1988
Email: tom@wilcollc.com	Email: lbrownman@longboatkey.org

Performance Survey of (project name): Town of Longboat Key Utility Undergrouding project Phases 1-4	
Cost of Services: Aproximately \$45,000,000	Date Completed: All Phases in various levels of completion

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 - 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 - 10)	— (ONGOING)
3. Quality of workmanship	(1 - 10)	10
4. Professionalism and ability to manage	(1 - 10)	10
5. Close out process	(1 - 10)	— (ONGOING)
6. Ability to communicate with all staff & applicable parties	(1 - 10)	10
7. Ability to resolve issues promptly	(1 - 10)	10
8. Ability to follow protocol	(1 - 10)	10
9. Ability to maintain proper documentation	(1 - 10)	9
10. Ability to offer solid recommendations & solutions	(1 - 10)	10
11. Had proper resources and personnel by which to get the project done	(1 - 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 - 10)	10

Isaac Brownman
Printed Name of Reference

[Signature]
Signature of Reference

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information	Client/Reference Information
From: Tom Nemic	To: Patricia Strayer
Company: Wilco Electrical llc	Company: Town of Palm Beach
Phone: 305-742-1752	Phone: 561-227-7056
Email: tom@wilcollc.com	Email: pstrayer@townofpalmbeach.com

Performance Survey of (project name): Town-wide Overhead Utility Undergrounding Project Phase 5 South	
Cost of Services: \$6,600,000	Date Completed: In Process

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	10
3. Quality of workmanship	(1 – 10)	10
4. Professionalism and ability to manage	(1 – 10)	10
5. Close out process	(1 – 10)	8
6. Ability to communicate with all staff & applicable parties	(1 – 10)	10
7. Ability to resolve issues promptly	(1 – 10)	10
8. Ability to follow protocol	(1 – 10)	10
9. Ability to maintain proper documentation	(1 – 10)	10
10. Ability to offer solid recommendations & solutions	(1 – 10)	10
11. Had proper resources and personnel by which to get the project done	(1 – 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	10

Patricia Strayer
Printed Name of Reference

Patricia Strayer
Signature of Reference

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From: Tom Nemic	To: Danny Brannon
Company: Wilco Electrical llc	Company: Brannon and Gallespie LLC
Phone: 305-742-1752	Phone: 561-307-9454
Email: tom@wilcollc.com	Email: Dbrannon@bngengineers.com

Performance Survey of (project name): Town of Gulf Stream Utility Undergrouding project	
Cost of Services: \$3,300,000	Date Completed: December 2018

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	10
3. Quality of workmanship	(1 – 10)	10
4. Professionalism and ability to manage	(1 – 10)	10
5. Close out process	(1 – 10)	9
6. Ability to communicate with all staff & applicable parties	(1 – 10)	10
7. Ability to resolve issues promptly	(1 – 10)	10
8. Ability to follow protocol	(1 – 10)	10
9. Ability to maintain proper documentation	(1 – 10)	10
10. Ability to offer solid recommendations & solutions	(1 – 10)	10
11. Had proper resources and personnel by which to get the project done	(1 – 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	10

DANNY BRANNON

Printed Name of Reference

Danny Brannon

Signature of Reference



**RECOMENDATION
WILCO ELECTRICAL, LLC.
Municipal Overhead Utility
Undergrounding Project
Construction Contractor**

Date: October 30, 2023

To: Whom It May Concern

Brannon & Gillespie, LLC is an Engineering Consulting company. Danny Brannon had twenty-five years of working with Florida Power Company in engineering and construction before opening the engineering consulting company in 2001. Brannon and Gillespie began providing Engineering Design Services and Undergrounding Project Management Services on municipal undergrounding projects in 2007 with the undergrounding of all overhead utility facilities in the Town of Jupiter Island, Florida. This was the first townwide undergrounding project executed in the Florida Power & Light service territory. Our second project began in 2010, and was to provide project management and design services for the townwide undergrounding of all overhead facilities in the Town of Jupiter Inlet Colony. We contracted with Wilco Electrical for the installation of all the Florida Power & Light underground facilities and all communications conduit facilities required by AT&T and Comcast. Through the years since 2010, we have contracted with Wilco on many projects such towns as Palm Beach, Longboat Key, and Gulf Stream. We have also contracted with other undergrounding construction contractors such as Danella, HiPower, Viking, F&H, and Mastec, and have experienced the performance shortcomings and proficiencies of each vendor. Based on our experiences, we rate Wilco Electrical as a top performer on Overhead to Underground Utility Conversion Projects. Another benefit Wilco Electrical provides as an active contractor with Florida Power & Light Company is ability to perform overhead line work which eliminates project delays due to availability of FPL crews to set poles or do miscellaneous overhead task required to complete underground project. We ensure Wilco is always on our notification list when we are posting requests for proposals on Overhead Utility Undergrounding Projects. Feel free to contact me at DBrannon@BnGEngineers.com or 561-307-9454 if you have any specific questions on Wilco's performance on our projects.

Danny P. Brannon, P. E.

**Managing Partner
Brannon & Gillespie, LLC
631 US Hwy 1, Suite 301
North Palm Beach, FL 33408
CA #6784**

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From: Tom Nemic	To: Daniel Comerford
Company: Wilco Electrical llc	Company: Town of Jupiter Inlet Colony
Phone: 305-742-1752	Phone: 561-676-4532
Email: tom@wilcollc.com	Email: drcomerford@me.com

Performance Survey of (project name): Town of Jupiter Inlet Colony Utility Undergrouding project	
Cost of Services: \$3,200,000	Date Completed: May 2012

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	10
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	10
3. Quality of workmanship	(1 – 10)	10
4. Professionalism and ability to manage	(1 – 10)	10
5. Close out process	(1 – 10)	10
6. Ability to communicate with all staff & applicable parties	(1 – 10)	10
7. Ability to resolve issues promptly	(1 – 10)	10
8. Ability to follow protocol	(1 – 10)	10
9. Ability to maintain proper documentation	(1 – 10)	10
10. Ability to offer solid recommendations & solutions	(1 – 10)	10
11. Had proper resources and personnel by which to get the project done	(1 – 10)	10
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	10

DANIEL J. COMERFORD III

Printed Name of Reference

Daniel Comerford III

Signature of Reference

Dr. Daniel J. Comerford III
Mayor/ Emeritus



Town of
Jupiter Inlet Colony
50 Colony Road
Jupiter, FL 33469
(561) 746-3787
jupiterinletcolony.org

10/24/2023

Re: Recommendation for WILCO, LLC

To whom it may concern,

The purpose of this letter is to highly recommend Mr. Tom Nemic and WILCO, LLC as a candidate for your project. As you can ascertain from the performance survey questionnaire WILCO, LLC managed our project in every aspect to the highest quality. Specifically, the project was completed \$600,000 below budget and 34 days ahead of schedule with virtually no change orders.

This result was due in large part to effective communication with our engineers at Kimley- Horn and Town Administration through regularly scheduled meetings. Effective planning and coordination produced an excellent result. The town has had no power interruptions through five hurricanes since the project was completed over a decade ago.

Thank you for your attention to this matter. If you need additional information, please contact me at drcomerford @ me.com and/or 561-676-4532.

Yours truly,

A handwritten signature in blue ink that reads "Daniel J. Comerford III". The signature is stylized with a large, looping "D" and "C".

Dr. Daniel J. Comerford, III
Mayor/Police Commissioner
Emeritus

Price Proposal/Schedule-of-Values

City of Destin - Phase 1 Undergrounding

WILCO ELECTRICAL LLC

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS	\$80,000.00	\$80,000.00
101-1	Mobilization	1	LS	\$575,000.00	\$575,000.00
102-1	Maintenance of Traffic	1	LS	\$325,000.00	\$325,000.00
				SUBTOTAL	\$980,000.00
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF	\$5.00	\$27,500.00
110-1-1	Clearing & Grubbing	1	LS	\$245,000.00	\$245,000.00
120-6	Sidewalk Restoration	12,000	SF	\$25.00	\$300,000.00
				SUBTOTAL	\$572,500.00
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF	\$21.00	\$102,900.00
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF	\$25.00	\$100,000.00
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF	\$29.00	\$972,950.00
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF	\$32.00	\$3,200.00
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF	\$38.00	\$627,000.00
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF	\$36.00	\$1,090,800.00
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF	\$24.00	\$436,200.00
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA	\$3,900.00	\$58,500.00
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA	\$1,650.00	\$115,500.00
FPL-635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA	\$975.00	\$53,625.00
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF	\$8.00	\$288,000.00
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF	\$4.50	\$868,500.00
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF	\$4.50	\$85,500.00
FPL-635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA	\$3,500.00	\$189,000.00
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA	\$1,500.00	\$96,000.00
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA	\$2,200.00	\$44,000.00
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA	\$2,000.00	\$26,000.00
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA	\$5,500.00	\$22,000.00
FPL - PED-1	FPL 3-Phase Pedestals	14	EA	\$2,200.00	\$30,800.00
FPL-635-WH-1	FPL Meter Box Connections	275	EA	\$1,500.00	\$412,500.00
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA	\$600.00	\$165,000.00
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA	\$1,800.00	\$279,000.00
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA	\$350.00	\$44,100.00
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA	\$450.00	\$38,250.00
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA	\$1,500.00	\$450,000.00
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA	\$700.00	\$38,500.00
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS	\$320,000.00	\$320,000.00
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS	\$450,000.00	\$450,000.00
				SUBTOTAL	\$7,581,825.00
IV. CARRIERS					
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF	\$42.00	\$777,000.00
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Unifi Fiber (Install)	17,000	LF	\$38.00	\$646,000.00
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF	\$38.00	\$646,000.00
CONDUIT-01	(1) 2" Conduit HDPE (Furnish)	18,500	LF	\$3.00	\$55,500.00
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF	\$6.00	\$111,000.00
CARRIER-COORD	COORDINATION	1	LS	\$20,000.00	\$20,000.00
				SUBTOTAL	\$2,255,500.00
V. CARRIERS					
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF	\$22.00	\$704,000.00
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF	\$25.00	\$800,000.00
FPL-SL-COORD	COORDINATION	1	LS	\$15,000.00	\$15,000.00
				SUBTOTAL	\$1,519,000.00
VI. BOND					
BOND-001	BONDING	1	LS	\$182,500.00	\$182,500.00
				SUBTOTAL	\$182,500.00
SUMMARY					
I. GENERAL					\$980,000.00
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					\$572,500.00
III. FPL INFRASTRUCTURE					\$7,581,825.00
IV. CARRIERS					\$2,255,500.00
V. FPL STREETLIGHT INFRASTRUCTURE					\$1,519,000.00
VI. BOND					\$182,500.00
SUBTOTAL					\$13,091,325.00
AWARD: Base Bid Total = \$9,316,825.00					
Written in Words: Nine Million Three Hundred Sixteen Thousand, Eight Hundred and Twenty Five Dollars					
					\$

FOR THIS AREA
SEE DWG. # A10CK518

FOR THIS AREA
SEE DWG. # A10CK518

INACCESSIBLE ☒ 1.3KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐ NULL

SEE DWG# A10CK413 FOR CONT.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

CONSTRUCTION NOTES - WR# 8910790
FOR CONSTRUCTION NOTES & REQUIRED DWGS SEE A10G66
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

P.M. DISC. SW. # 7345
6-8222-7345-5-7

- 1) SW# 40375
- 2) SW# 40376
- 3) SW# 40377
- 4) SW# 40378

FOR CONT. SEE DWG# A10CK421

FOR CONT. SEE DWG# A10CK421

FOR CONT. SEE DWG# A10CK421

FOR CONT. SEE DWG# A10CK421, A10CK423

WILCO INITIATED
DESIGN UPDATES
BEFORE

REFERENCE DWG'S

- A10CK17 A10CK413 A10CK421
- A10CK423 A10CK518 A10R413
- A10R431 A10R432 A10R498
- A10R499 A10R500 A10R501
- A10R502 A10R503 A10R504

PLOT DATE: 9/18/2022 PLOT TIME: 10:10:39 AM CAD NAME: TTC

FOR THIS AREA
SEE DWG. # A10CK17

ASBUILT	8510790	1	10/17/20
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CHANG CONVERSION FOR TOWN OF PALM BEACH PHASE 10

REVISION

AS-BUILT COPY	AS-BUILT CREW PRINT
DATE: 09/18/2022	DATE: 09/18/2022
DESIGNED BY: A. BECKER	DRAWN BY: M. CAMPBELL
DATE: 01/17/20	MAP NO. K-0438
CITY: PALM BEACH	DR. DIST. COUNTY AIR
STATE: FL	STATE: FL
COUNTY: PALM BEACH	COUNTY: PALM BEACH
TRANS.:	TRANS.:
Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒

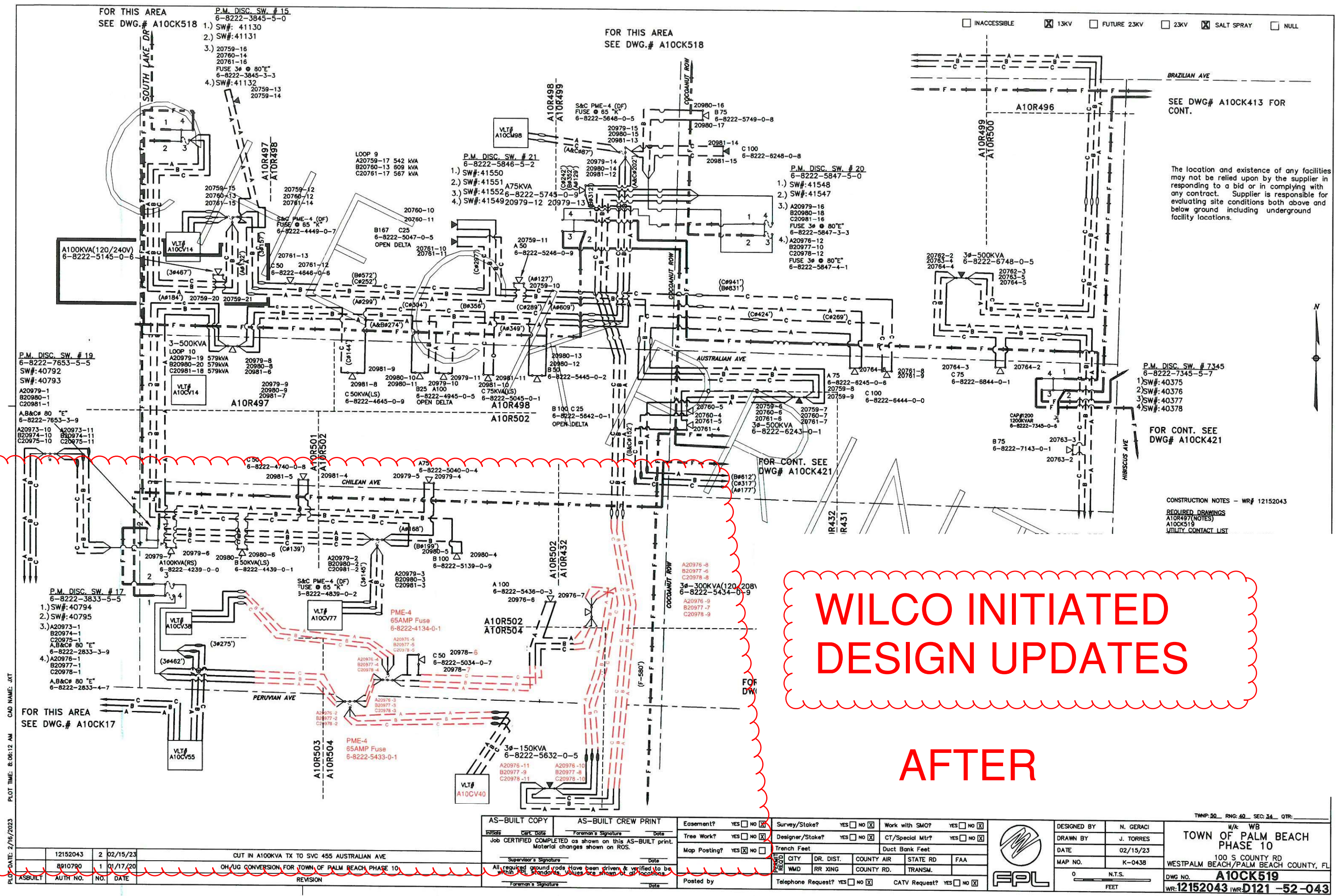
AS-BUILT COPY	AS-BUILT CREW PRINT
DATE: 09/18/2022	DATE: 09/18/2022
DESIGNED BY: A. BECKER	DRAWN BY: M. CAMPBELL
DATE: 01/17/20	MAP NO. K-0438
CITY: PALM BEACH	DR. DIST. COUNTY AIR
STATE: FL	STATE: FL
COUNTY: PALM BEACH	COUNTY: PALM BEACH
TRANS.:	TRANS.:
Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒



DESIGNED BY	A. BECKER
DRAWN BY	M. CAMPBELL
DATE	01/17/20
MAP NO.	K-0438

TOWN OF PALM BEACH PHASE 10 100 S COUNTY RD WESTPALM BEACH/PALM BEACH COUNTY, FL
DWG NO. A10CK519
WR# 8910790 IWR# D089-10-790

E??P?? - ? ILCO DESI?? UPDATES



WILCO INITIATED
DESIGN UPDATES

AFTER

PLOT DATE: 2/16/2023 PLOT TIME: 8:06:12 AM CAD NAME: JXT

FOR THIS AREA
SEE DWG.# A10CK17

12152043	2	02/15/23
8910790	1	01/17/20

CUT IN A100KVA TX TO SVC 455 AUSTRALIAN AVE	
OH/UG CONVERSION FOR TOWN OF PALM BEACH PHASE 10	
REVISION	

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print.	
Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods have been driven & verified to be within 10' of standards. All wires are shown & all locations.	
Foreman's Signature	Date

Easement?	YES ☐ NO ☒
Tree Work?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐
Posted by	

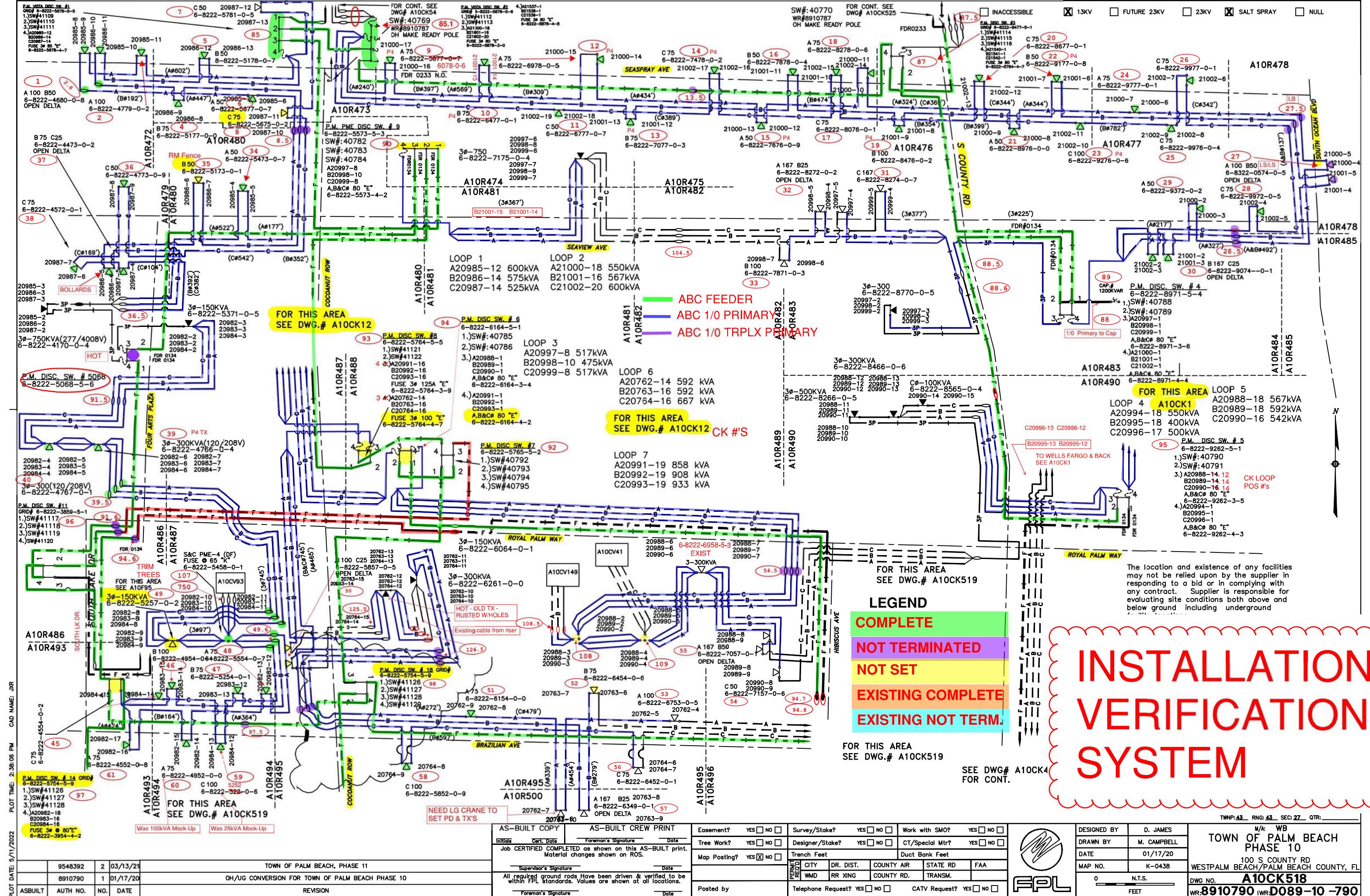
Survey/Stake?	YES ☐ NO ☒
Designer/Stake?	YES ☐ NO ☒
Trench Feet	
Duct Bank Feet	
Telephone Request?	YES ☐ NO ☒
CATV Request?	YES ☐ NO ☒



DESIGNED BY	N. GERACI
DRAWN BY	J. TORRES
DATE	02/15/23
MAP NO.	K-0438

TOWN OF PALM BEACH PHASE 10 100 S COUNTY RD WESTPALM BEACH/PALM BEACH COUNTY, FL DWG NO. A10CK519 WR:12152043 IWR: D121 -52-043
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E??P?? - ? ILCO DESI?? UPDATES



INSTALLATION VERIFICATION SYSTEM

PLOT DATE: 5/11/2022 PLOT TIME: 2:38:06 PM CAD NAME: JMR

AS-BUILT	AUTH NO.	NO.	DATE	REVISION
9548392	2	03/13/21	TOWN OF PALM BEACH, PHASE 11	
8910790	1	01/17/20	OH/UG CONVERSION FOR TOWN OF PALM BEACH PHASE 10	

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	Survey/Stake?	Work with SMO?
Initials	Foreman's Signature	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Date	Tree Work?	Designer/Stake?	CT/Special Mtr?
Supervisor's Signature	Date	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Foreman's Signature	Date	Map Posting?	Trench Feet	Dist Bank Feet
		YES ☒ NO ☐		
		Posted by	Telephone Request?	CATV Request?
			YES ☐ NO ☐	YES ☐ NO ☐

DESIGNED BY	D. JAMES
DRAWN BY	M. CAMPBELL
DATE	01/17/20
MAP NO.	K-0438
0	N.T.S.
	FEET

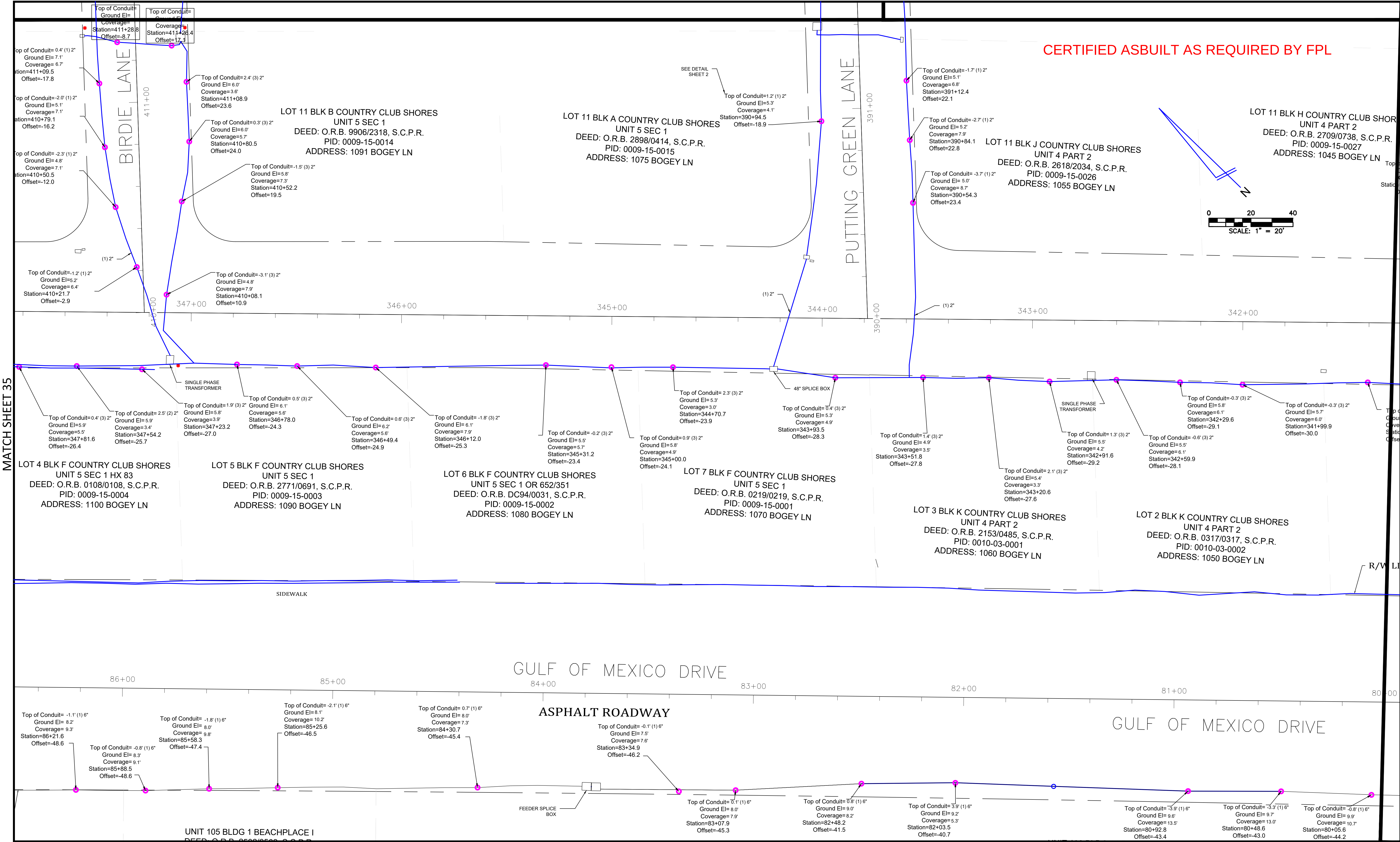
TOWN OF PALM BEACH PHASE 10 100 S COUNTY RD WESTPALM BEACH/PALM BEACH COUNTY, FL
DWG NO. A10CK518 WR:8910790 IWR:D089-10 -790

EPPPP - INSTALLATION VERIFICATION SYSTEM

ENTERATION PROGRESSIO
DIARAM -

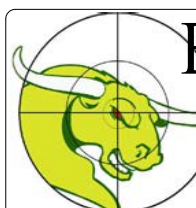


E??P?? - E? ER? I?ATIO? PRO?RESSIO?
DIA? RAM - ?



TITLE: AS-BUILT SURVEY "LONGBOAT KEY UNDERGROUND" (PHASE 1 SOUTH)

LOCATION: SECTIONS 16, 21 & 22, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA



BULLSEYE SURVEYING, INC.

LB 7818
2198 NE COACHMAN ROAD, UNIT F, CLEARWATER, FL 33765
Phone: (727) 475-8088

FILE: 19-040-AS-BUILTS
PROJECT NUMBER: 19-040

Drawn By: GRM/AMW
Date: 10/26/2020

Scale: 1" = 20'

SHEET

28

OF 45

EXHIBIT 4 - EXAMPLE- FPL REQUIRED CERTIFIED ASBUILT



Drill Data



Drill Data Points

FLP(Front Locate) - LL(Locate Line) - PO(Pitch Only) - BL(No Data) - o(override) - f(filled in) - i[*](interpolated)

Rod ID	Type	Rod Len.	Bore Len.	X Dist.	Pitch	Rel.Depth	Depth	Rel.Elev.	L/R Offset	Deviation
0	PO	0.00	0.00	0.00	-26.0	0.00		0.00	N/A	N/A
1	FLP	10.50	10.50	10.17	-25.8	-2.63	5.71	3.08	N/A	N/A
2	FLP	15.00	25.50	24.69	-25.8	-6.38	5.69	-0.69	N/A	N/A
3	FLP	15.00	40.50	39.48	-8.5	-8.89	10.98	2.09	N/A	N/A
4	FLP	15.00	55.50	54.46	-0.2	-9.53	10.45	0.92	N/A	N/A
5	FLP	15.00	70.50	69.46	3.0	-9.32	10.81	1.49	N/A	N/A
6	FLP	15.00	85.50	84.46	1.1	-9.01	11.77	2.76	N/A	N/A
7	FLP	15.00	100.50	99.46	-0.7	-8.98	11.22	2.24	N/A	N/A
8	FLP	15.00	115.50	114.44	10.3	-8.27	9.63	1.37	N/A	N/A
9	FLP	15.00	130.50	129.39	7.3	-6.96	8.61	1.65	N/A	N/A
10	FLP	15.00	145.50	144.38	-6.7	-6.92	8.97	2.05	N/A	N/A
11	FLP	15.00	160.50	159.38	1.3	-7.32	8.88	1.57	N/A	N/A
12	FLP	15.00	175.50	174.36	8.9	-6.55	7.45	0.90	N/A	N/A
13	FLP	15.00	190.50	189.31	7.9	-5.30	6.12	0.82	N/A	N/A
14	FLP	15.00	205.50	204.28	5.2	-4.32	4.86	0.54	N/A	N/A
15	FLP	15.00	220.50	219.26	4.1	-3.62	4.25	0.63	N/A	N/A
16	FLP	15.00	235.50	234.25	4.1	-3.01	4.22	1.22	N/A	N/A



Electrical, LLC.

An *ENERGIZING* Company

• Bus: (877) 945-2655 • Fax: (888) 583-4901

Resume

Thomas Nemic – Managing member/President
430 Business Park Way
Royal Palm Beach Fl 33411
Cell 305-742-1752

Education

California State University Sacramento
BS International Business – Minor in Chinese language

Shi Da University - Taipei Taiwan
Chinese language

Work Experience

1992-2007

Nemic Industrial Supply – General Manager/Sales Manager

Managed a team of 30 individuals.

Responsible for all aspects of a industrial distribution company including outside sales, counter sales, procurement, shipping and marketing.

2007-Current

Wilco Electrical LLC/Wilco Utility LLC/Wilco ITS LLC – Managing Member/President

Grew from 25 original employees to over 250 current full time employees

Increased revenues 10 times over 2007 revenues

Grew from one original yard location to our current 7 locations in the State of Florida.

Currently I have over 12 years of experience in bidding, presenting, and managing utility underground conversion projects ranging in size from \$500,000 to over \$50 Million.

We are an approved FPL Contractor – we have FPL contracts in 9 Florida Counties. Our specialty is electrical distribution, utility undergrounding and streetlighting. We perform both overhead and underground electrical utility work.

Ryan Ouellette

2064 NE Acapulco Drive, Jensen Beach, FL 34957

Phone: 772-341-3042 – E-Mail: ryano@wilcollc.com

Education

Associated Builders and Contractors Institute 2018

-Distribution Line Specialist Degree

-4.0 GPA

Florida Atlantic University 2012

-Bachelors of Arts in Public Communication and a minor in Sociology

-Graduated as a member of the Communication Honors Society - Lambda Pi Eta

-Course Work Included: International Communications, Comparative Politics, Small Group Processes, Contemporary Rhetoric, Business Development and Management, Mass Media Law, Public and Community Relations

-Senior Thesis: "Prospects of Ethnic Coexistence in the Post-Hussein Iraq"

University of Virginia 2005

-#25 ranked college in the United States

-Earned a full scholarship which was half academic, half athletic

-Left before completion due to a selection in the 2006 Major League Baseball Draft

Work Experience

Wilco Electrical, LLC 2014-Current

- Contributing manager to a 150 employee utility electrical company
- Work directly with Florida Power and Light on all facets of power delivery
- Project managed exceptionally large projects and intricate small projects as well
- Full comprehension for overhead and underground distribution systems
- National certified Line Specialist.

Carpenter Electric (During Baseball Offseason) 2006-2010

- Estimating contract bids for large residential homes and commercial properties
- Developed project management skills through supervising crews of employees
- Honed skills as an apprentice to develop into supervisor while working in the field
- Utilized advanced mechanical, mathematical, and computer abilities

Baltimore Orioles & Chicago White Sox 2006-2010

- Debuted in Fenway Park against the Red Sox in 2009
- Selected as the #345 overall draft pick in the 2006 Major League Baseball Draft
- Earned the closing pitcher role for 2009 Double-A Eastern League All-star Team
- Acknowledged as one of Top 10 Orioles Pitching Prospects

BRANDON SCHAEFER

Loxahatchee, FL | brandons@wilcolle.com

EXPERIENCE

General Foreman

Wilco Electrical, LLC

Jan 2023 - Now

Responsible for handling the safety and proficiency of Underground Residential Distribution crews with Wilco. Computer modeling for OH and UG conversion projects. Request and design switching strategies.

Crew Foreman

Wilco Electrical, LLC

Apr 2015 – Jan 2023

Oversaw and worked as a lineman foreman installing URD powerlines in every aspect of the FPL distribution system.

EDUCATION

Certified Line Erector - ABC Institution

Coconut Creek, Florida

Jun 2019

Graduated from a nationally accredited program as a Certified Line Erector.

SKILLS

- FPL Switching
- Bluebeam Design
- Distribution Terminations
- Secondary Terminations
- Hot Work
- Safety Around Energized Equipment
- Pole Top Rescue
- Bucket Rescue
- Certified Cable Splicer
- Manhole, Vaults
- OH/UG Conversions
- Leadership
- Organization and Planning

ERIC BLANKENSHIP

Okeechobee, FL | eblankenship@wilcollc.com

EXPERIENCE

Boring Foreman

Wilco Electrical, LLC

Jan 2023 - Now

Overseeing the bore responsibilities for the directional drilling crews. Scheduling and laying out directional drill shots for FPL OH to UG conversions. Installing all feeder, primary, secondary and communication conduits.

Bore Crew Operator/Locator

K3 Directional Drilling

Apr 2016 – Jan 2023

Worked as a crew leader installing HDPE conduit via directional bore. Full capable of operating small and large drill rigs and locating for the drill operator.

EDUCATION

Ditch Witch and Vermeer Certified

Jun 2016

Trained to operate all directional drilling equipment by the manufacturers.

SKILLS

- Vacuum Trucks
- Vacuum Excavation
- Large and Small Equipment for Excavation
- Drilling Rigs of All Sizes
- Mud Mixing
- Hydro Excavation
- Soft Digs
- GPR
- Locates
- Safety Around Adjacent Facilities
- Trench Safety

TOM CARILLO

Indiantown, FL | tiburcio@wilcollc.com

EXPERIENCE

Cable Foreman

Wilco Electrical, LLC

2012 - Now

Responsible for understanding the FPL schematic drawings to ensure the cable installation matches with the FPL circuitry. This includes installing feeder cable, primary cable, and secondary cable.

EDUCATION

Certified Line Erector - ABC Institution

Coconut Creek, Florida

Jun 2008

Graduated from a nationally accredited program as a Certified Line Erector.

SKILLS

- FPL Switching
- FPL Prints
- Cable Pulling
- Hoisting and Rigging
- Winch Operation
- Excavation with Equipment
- CDL A
- Distribution Terminations
- Secondary Terminations
- Hot Work
- Safety Around Energized Equipment
- Pole Top Rescue
- Bucket Rescue
- Certified Cable Splicer
- Manhole, Vaults
- OH/UG Conversions
- Leadership
- Organization and Planning

RAMON LIBERATO

Okeechobee, FL | ramon@wilcollc.com

EXPERIENCE

Conversion Foreman

Wilco Electrical, LLC

Jul 2020 - Now

Responsible for efficiently converting customer services from the old overhead powerlines to the new underground power lines. This includes timely outages and proficient installations to existing meters.

Crew Splicer

Wilco Electrical, LLC

Apr 2011 – Jul 2020

Worked under a crew foreman installing URD devices and terminating them. Installed both feeder and primary splices.

EDUCATION

Certified Line Erector - ABC Institution

Coconut Creek, Florida

Jun 2021

Graduated from a nationally accredited program as a Certified Line Erector.

SKILLS

- Distribution Terminations
- Secondary Terminations
- Paralleling Connections
- Safety Around Energized Equipment
- Pole Top Rescue
- Bucket Rescue
- Certified Cable Splicer
- OH/UG Conversions
- Leadership
- Organization and Planning
- Outage Coordination
- Green Tickets
- Street Lights

PAUL NICHOLAS, BSME

Fort Lauderdale, FL 33308 | (954) 294-1118 | pnick28@hotmail.com

www.linkedin.com/in/paul-nicholas

ENGINEERING MANAGER

Technical Solutions | Engineering Leadership | Service Excellence

Accomplished mechanical engineering professional with extensive experience providing the leadership and direction needed to drive the achievement of key organizational engineering-related goals and objectives. Skilled at combining both engineering and project management best practices to see large-scale, highly visible project through from inception through to successful completion. Able to build and maintain strong relationships with engineering business partners and project stakeholders, used to draw alignment with key project initiatives. Recognized for the ability to deliver impactful results while leading in fast-paced, dynamic engineering environments.

AREAS OF EXPERTISE

- Capital Improvement Budgeting
- Program Management
- Piping System Design
- Construction Management
- Potable Water & Sanitary Design
- Project Management Practices
- Project Budget Management
- Risk Mitigation & Management
- Project Compliance
- Electrical Utility Management
- Strategy & Execution
- Project Requirements
- Stakeholder Communication
- Electrical Safety
- Electrical Distribution

PROFESSIONAL EXPERIENCE

SENIOR PROJECT MANAGER

2022 - Present

Wilco Electrical LLC., Royal Palm Beach, FL

- Project Lead in the Town of Palm Beach overhead to underground utility conversion.
- Oversee the construction team to complete installation of underground power and communication conduits, transformers, boxes, energization and wreck-out of overhead facilities.
- Managing project documentation, schedules, budgets, shop drawing submittals and RFI's.
- Work in collaboration with FP&L, Town of Palm Beach, AT&T, Comcast and Program Managers to ensure safety standards, costs and schedule compliance of projects.
- Ensure the safety and reliability of the power system by developing and applying policies and procedures in accordance with FP&L standards.
- Meet financial objectives by properly managing staff, equipment and project costs to meet budget goals.
- Develop highly effective strategic work plans through a thorough understanding of project operations, existing conditions and challenges, and execute with the construction team.

ENGINEER MANAGER

2016 - Present

City of Lake Worth Beach Electric Utility, Lake Worth, FL

- Lead in the oversight of the design of the electric overhead and underground transmission and distribution system. Oversee the development of the electric system relay and protection schemes.
- Work in collaboration with developers to ensure standards, cost and schedule compliance of projects.
- Ensure the safety and reliability of the power system by developing and applying policies and procedures which comply with and supplement NERC/FRCC reliability standards.
- Meet financial objectives by properly preparing an annual budget, forecasting expenditures, analyzing variances and initiating corrective actions.
- Develop highly effective strategic plans through a thorough understanding of operational plans, studying existing conditions and work collaboratively with operational departments.

MECHANICAL ENGINEER

2006 - 2016

URS/AECOM, Various Locations

- Responsible for the overall design of the AAF (All Aboard Florida) Brightline Passenger Train Maintenance Facility that reconfiguring and revitalizing an existing railyard and converting it into a Passenger Train maintenance facility.
- Lead Project Engineering work included managing the Design Build engineering team and working closely with the client and construction contractor to maintain project schedule.
- Managing delivery of engineering documentation, schedule, budget, shop drawing review and RFI process.

Professional Experience Continued

- Served as the Lead Utility Coordinator for a 130-mile section of the All Aboard Florida & Florida East Coast Railway (FECR) expansion project which spans from Miami to Orlando.
- Obtaining utility record drawings, GIS, survey and other sources of data from each utility agency located within FECR corridor. Prepared of an overall Utility Atlas while coordinating with rail, roadway and signal design groups for final preparation of Utility Conflict Plans.
- Oversaw survey coordination, preparation of utility conflict matrix and utility conflict coordination meetings with the various agencies.
- Led in terms of managing, design and construction oversight for grounding and bonding upgrades at 22 British Petroleum bulk fuel terminals located throughout the East Coast and Mid-West of the US.
- Held oversight during initial grounding and bonding studies, preparation of project scopes, technical specifications and facility grounding/bonding plans.
- Provided technical assistance with the procurement and inventory control of bulk construction materials and the preparation of weekly reports, as-built and final documentation, verifying that corrective actions were implemented.
- Responsible for the design and managing the overall operation of a stand-alone, remote power generation facility and 13.2kV underground electrical distribution system for the South Florida Water Management District.
- Performed weekly maintenance on the 60kW LP gas engine driven generators, coordinating routine maintenance and inspections on the 6.5 mile 13.2kV electrical distribution system and transformers serving water control structures.
- Coordinated a web-based work station PLC/SCADA with communication providers, preparing monthly and semi-annual reports to the client while providing on-call 24-hour stand-by emergency services.
- Served as the Lead Mechanical Engineer for the rehabilitation of the North County Landfill Facilities Leachate Force Main System.
- Completed inspections, assessments, improvement recommendations and design for the system which includes 17 pumping stations, over five miles of force main, electrical distribution system and controls.
- Performed system modeling, pump performance analysis, piping system analysis and design, pump station upgrades, environmental permitting and engineering oversight during construction.

MECHANICAL ENGINEER

2007 - 2008

EMTec Engineering, Miami - Boca Raton

- Worked in a team setting in the design of a 2100 CFS Pump Station as the Lead Mechanical Engineer.
- Led in terms of mechanical technical specifications, equipment sizing, equipment selection, pump calculations, piping calculations while coordinating equipment loads with electrical engineers and coordinating equipment controls with instrumentation engineers.
- Completed piping system designs and P&IDs for all ancillary pump station equipment and piping serving 4-Diesel Driven 470 CFS Pumps, 2-110 CFS Electric Pumps, 3-25 CFS Electric Pumps and 2-1000kW Diesel Driven Emergency Generators.
- Fully responsible for the design of a 50,000-gallon fuel and oil storage area including containment, piping, transfer pumps, inventory control and monitoring and fuel leak detection systems.
- Completed additional engineering design work included a stand-alone potable water treatment facility system with on-site storage.
- Led in terms of MEP Engineering oversight for property owners during construction of 250 luxury condominium units and club house located on the intercoastal water way in Lake Park, FL.
- Performed engineering work included reviewing plans and specifications, performed weekly site inspections to monitor construction and scheduled deadlines, monitored the quality of workmanship and noting areas of deficiency.

EDUCATION & LICENSES

Bachelor of Science, Mechanical Engineering - Florida Atlantic University, Boca Raton, FL

Engineering - EIT

Certified General Contractor - CGC# 1531203

Fluent in Spanish

TECHNICAL PROFICIENCY

SCADA Systems, AutoCAD, Bentley Micro Station, WaterCAD, Microsoft Office Suite, Microsoft Project



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

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

BURCHELL, HARRY DATER

WILCO UTILITY LLC
8292 NW 64TH ST
MIAMI FL 33166

LICENSE NUMBER: CUC1225191

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/06/2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

Additional Business Qualification

OYLER, DENNIS A

WILCO ELECTRICAL LLC
17350 SW 232 ST LOT 105
MIAMI FL 33170

LICENSE NUMBER: EC13004306

EXPIRATION DATE: AUGUST 31, 2024

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☐ UNACCESSIBLE ☒ 12KV ☐ FUTURE 22KV ☐ 23KV ☒ SALT SPRAY ☐

WR 11341323 - CITY OF DESTIN CONVERSION - UG FOR CONSTRUCTION



LEGEND

- (1) PROPOSED FEEDER SPLICE BOX (DCS UN-18.0.0)
- (2) PROPOSED PRIMARY SPLICE BOX (DCS UN-19.0.0)
- (3) EXISTING PORT JUNCTION (DCS UN-63.0.0)
- (4) PROPOSED PADMOUNTED TRANSFORMER (DCS L-52.0.0, 65.1.1, 70.0.1)
- (5) EXISTING PADMOUNTED TRANSFORMER (DCS L-52.0.0, 65.1.1, 70.0.1)
- (6) EXISTING OPEN WYE-OPEN DELTA TRANSFORMER (DCS L-68.0.2)
- (7) PROPOSED PADMOUNTED DISCONNECT SWITCH (DCS C-32.0.1, 32.0.2, 32.0.3)
- (8) EXISTING SOLID BLADE SWITCH (UH-20.0.0 F1)
- (9) PROPOSED DISCONNECT SWITCH (UH-15.3.1)

TWP-002, RNC-002, SEC-002, DTP-

DESIGNED BY C. DODD	DATE 11/14/22	MAP NO. 0	SCALE 0" = 20' = 40' = 80' = 160' = 320' = 640' = 1280' = 2560' = 5120' = 10240' = 20480' = 40960' = 81920' = 163840' = 327680' = 655360' = 1310720' = 2621440' = 5242880' = 10485760' = 20971520' = 41943040' = 83886080' = 167772160' = 335544320' = 671088640' = 1342177280' = 2684354560' = 5368709120' = 10737418240' = 21474836480' = 42949672960' = 85899345920' = 171798691840' = 343597383680' = 687194767360' = 1374389534720' = 2748779069440' = 5497558138880' = 10995116277760' = 21990232555520' = 43980465111040' = 87960930222080' = 175921860444160' = 351843720888320' = 703687441776640' = 1407374883553280' = 2814749767106560' = 5629499534213120' = 11258999068426240' = 22517998136852480' = 45035996273704960' = 90071992547409920' = 180143985094819840' = 360287970189639680' = 720575940379279360' = 1441151880758558720' = 2882303761517117440' = 5764607523034234880' = 11529215046068469760' = 23058430092136939520' = 46116860184273879040' = 92233720368547758080' = 184467440737095516160' = 368934881474191032320' = 737869762948382064640' = 1475739525896764129280' = 2951479051793528258560' = 5902958103587056517120' = 11805916207174113034240' = 23611832414348226068480' = 47223664828696452136960' = 94447329657392904273920' = 188894659314785808547840' = 377789318629571617095680' = 755578637259143234191360' = 1511157274518286468382720' = 3022314549036572936765440' = 6044629098073145873530880' = 12089258196146291747061760' = 24178516392292583494123520' = 48357032784585166988247040' = 96714065569170333976494080' = 193428131138340667952988160' = 386856262276681335905976320' = 773712524553362671811952640' = 1547425049106725343623905280' = 3094850098213450687247810560' = 6189700196426901374495621120' = 12379400392853802748991242240' = 24758800785707605497982484480' = 49517601571415210995964968960' = 99035203142830421991929937920' = 198070406285660843983859875840' = 396140812571321687967719751680' = 792281625142643375935439503360' = 1584563250285286751870879006720' = 3169126500570573503741758013440' = 6338253001141147007483516026880' = 12676506002282294014967032053760' = 25353012004564588029934064107520' = 50706024009129176059868128215040' = 101412048018258352119736256430080' = 202824096036516704239472512860160' = 405648192073033408478945025720320' = 811296384146066816957890051440640' = 1622592768292133633915780102881280' = 3245185536584267267831560205762560' = 6490371073168534535663120411525120' = 12980742146337069071326240823050240' = 25961484292674138142652481646100480' = 51922968585348276285304963292200960' = 103845937170696552570609926584401920' = 207691874341393105141219853168803840' = 415383748682786210282439706337607680' = 830767497365572420564879412675215360' = 1661534994731144841129758825350430720' = 3323069989462289682259517650700861440' = 6646139978924579364519035301401722880' = 13292279957849158729038070602803445760' = 26584559915698317458076141205606891520' = 53169119831396634916152282411213783040' = 106338239662793269832304564822427566080' = 212676479325586539664609129644855132160' = 425352958651173079329218259289710264320' = 850705917302346158658436518579420528640' = 1701411834604692317316873037158841057280' = 3402823669209384634633746074317682114560' = 6805647338418769269267492148635364229120' = 13611294676837538538534984297270728458240' = 27222589353675077077069968594541456916480' = 54445178707350154154139937189082913832960' = 108890357414700308308279874378165827665920' = 217780714829400616616559748756331655331840' = 435561429658801233233119497512663310663680' = 871122859317602466466238995025326621327360' = 1742245718635204932932477990050653242654720' = 3484491437270409865864955980101306485309440' = 6968982874540819731729911960202612910618880' = 13937965749081639463459823920405225821237760' = 27875931498163278926919647840810451642475520' = 55751862996326557853839295681620903284951040' = 111503725992653115707678591363241806569902080' = 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FOR CONTINUATION SEE PAGE 1

FOR CONTINUATION SEE PAGE X

[illegible]



☐ INACCESSIBLE	☒ 12KV	☐ FUTURE 23KV	☐ SALT SPRAY
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EASEMENTS REQUIRED

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.



CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
W/A NW
US HWY-90
DESTIN/OKALOOSA, FL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	--

YES ☐ NO ☐	YES ☐ NO ☐		
		FAA	

☐	Work with SMO?
☐	CT/Special Mtr?
	Duct Bank Feat
TY AIR	STATE R

DR. DIST.	COUNT
-----------	-------

NO ☐	Survey/Stat
NO ☐	Designer/S
NO ☐	Trench Feet
	QTY

Disbursement?	YES ☐
Free Work?	YES ☐
Top Posting?	YES ☐

EW PRINT	_____ Date _____
AS-BUILT print.	_____ Date _____

AS-BUILT CR

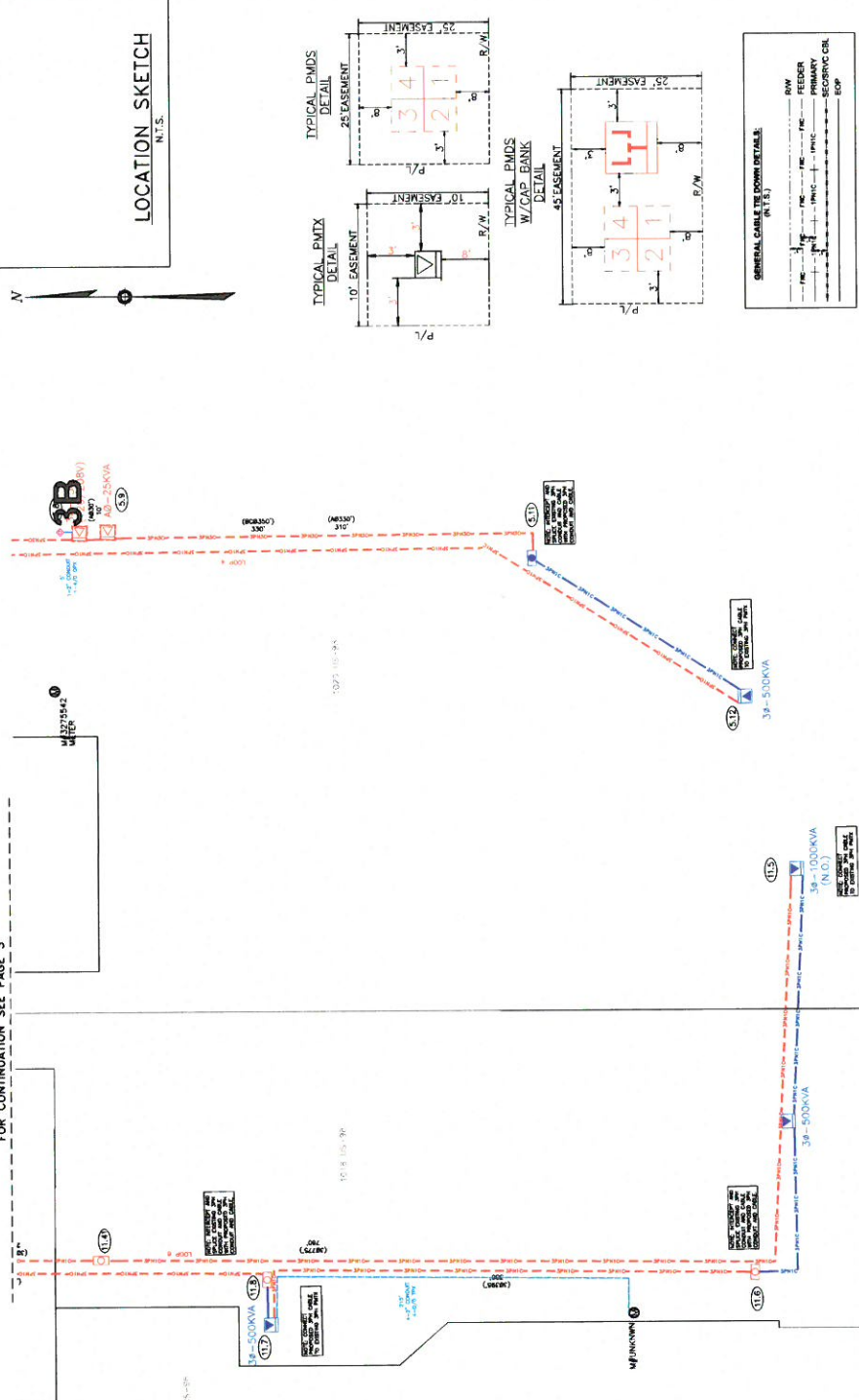
BUILT COPY	Cert. Date	CERTIFIED COMPLETE	Material ch	Supervisor's Signature
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AS-	
<u>integers</u>	
Job (	

10

00/00/00 00:00

REFERENCE DWG'S



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

[illegible][illegible]

EASEMENTS REQUIRED

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT	
Date	Site	Foreman's Signature	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print			
Material changes shown on ROS.			
Supervisor's Signature		Date	
All required ground rods Have been driven & verified to be within $\pm 2\%$ standards. Values are shown at all locations.			
Foreman's Signature		Date	

Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Designer/State? YES ☐ NO ☐		CT/Special Mkt? YES ☐ NO ☐	
Trench Feet			
CITY		COUNTY	STATE
ZIP	RD	COUNTY RD.	TRANS.
Duct Bank Feet		FAA	
Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	

		DESIGNED BY	
		DRAWN BY	
		DATE	
		MAP NO.	-
			

GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

The diagram illustrates five different cable tie-down configurations, each represented by a horizontal line with various components labeled above and below it:

- RW:** A horizontal line with a vertical line segment in the center. Above the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC". Below the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC".
- FEEDER:** A horizontal line with a vertical line segment in the center. Above the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC". Below the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC".
- PRIMARY:** A horizontal line with a vertical line segment in the center. Above the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC". Below the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC".
- SEC/SRVIC CBL:** A horizontal line with a vertical line segment in the center. Above the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC". Below the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC".
- EOP:** A horizontal line with a vertical line segment in the center. Above the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC". Below the line, from left to right, are the labels "PWC", "PWC", "PWC", and "PWC".

LOCATION SKETCH
N.T.S.

☐ INACCESSIBLE	☒ 12KV	☐ FUTURE 23KV	☐ 23KV	☒ SALT SPRAY	☐
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[illegible]

ROW AGREEMENT	EASEMENTS REQUIRED
---------------	--------------------

[Signature]

GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



5/

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☒ 23KV ☒ SALT SPRAY

TIME: 003. PHC: 002. SEC: 00. QTR: -

W/K NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION


DESIGNED BY

with SMO? YES ☐ NO ☐

☐	Survey/Stake?	YES ☐ NO ☐	WO
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Easement?	YES ☐
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BUILT CREW PRINT

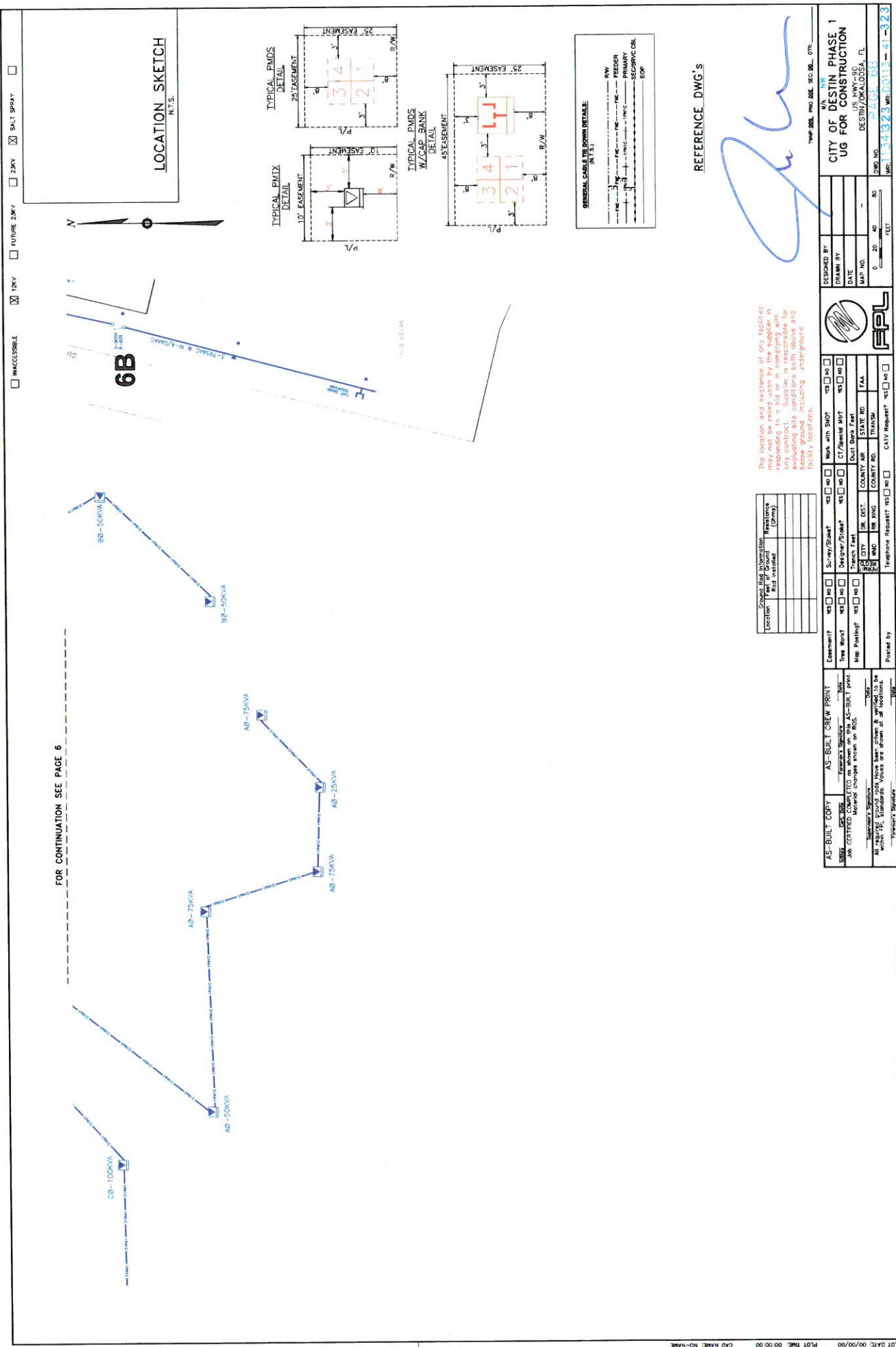
BUILT COPY

1

REQUIREMENTS

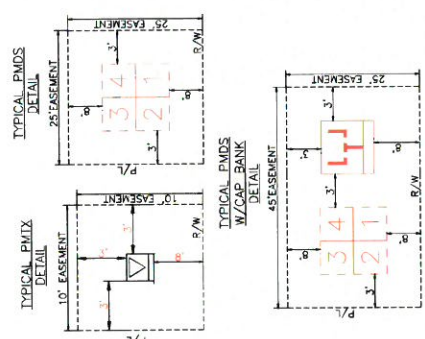
CASEMENT

d



☐ ACCESSIBLE
 ☒ 12KV
 ☐ FUTURE 2KV
 ☐ 23KV
 ☒ SALT SPRAY
 ☐

FOR CONTINUATION SEE PAGE 6



REFERENCE DWG'S

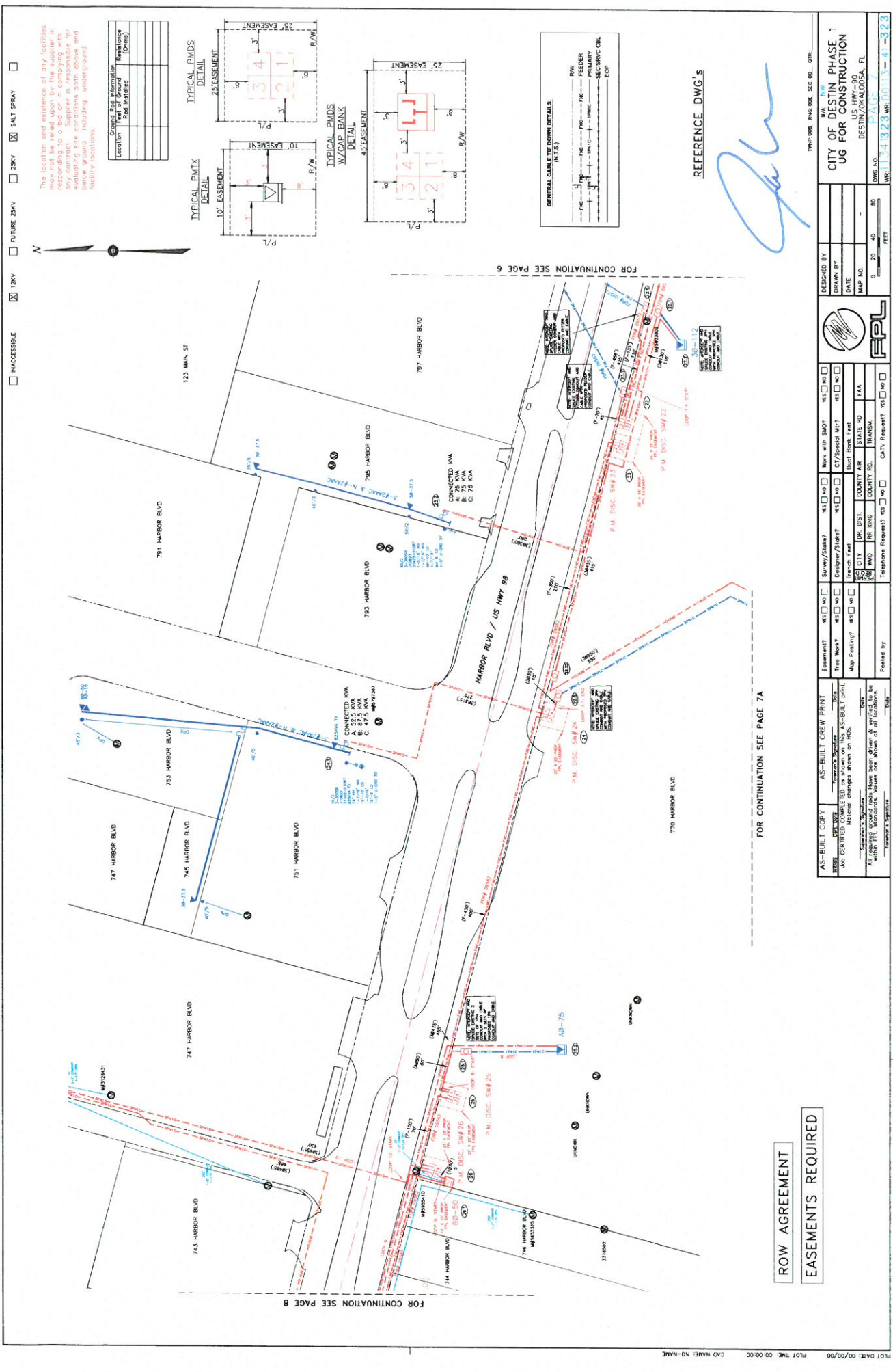
DESIGNED BY:
 DRAWN BY:
 DATE:
 MAP NO.:
 SCALE: 1" = 40'

The location and existence of any facilities may not be relied upon by the supplier in the absence of a survey conducted by the supplier. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Location	Proposed	Existing	Remarks

AS-BUILT COPY DESIGNED BY: DATE: Job CERTIFIED COMPLETED as shown on this AS-BUILT print. No field changes made in R.O.S.		AS-BUILT CREW PRINT DESIGNED BY: DATE: Job CERTIFIED COMPLETED as shown on this AS-BUILT print. No field changes made in R.O.S.	
Easement? ☐ No ☐ Yes Tree Work? ☐ No ☐ Yes Map Posting? ☐ No ☐ Yes	Survey/Sheet? ☐ No ☐ Yes Designer/Printer? ☐ No ☐ Yes Trench Easement? ☐ No ☐ Yes	Work with SHOT? ☐ No ☐ Yes CT/Sheet MVT? ☐ No ☐ Yes Root Bank Feet? ☐ No ☐ Yes	City/State/County? ☐ No ☐ Yes City: State: County: Zip: Transm. Request? ☐ No ☐ Yes

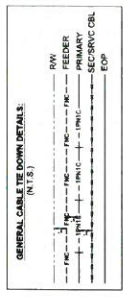
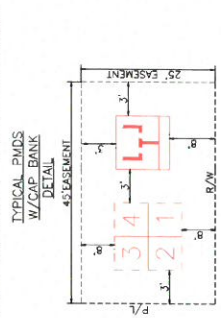
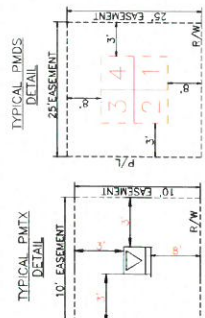
CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION DESTIN/OKALOGSSA, FL JOB NO. 15-4323 MAP NO. 01112-41-323	DESIGNED BY: DRAWN BY: DATE: MAP NO.: SCALE: 1" = 40'
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INACCESSIBLE ☐ 12KV ☒ SALT SPRAY ☐ FUTURE 25KV ☐ 25KV ☐

The location and existence of any facilities may not be shown upon the plan. It is the responsibility of the contractor to verify the location and existence of any facilities before construction. Supplier is responsible for any contract.

Location	Facility	Remarks (Notes)



REFERENCE DWG'S

[Handwritten signature]

FOR CONTINUATION SEE PAGE 6

FOR CONTINUATION SEE PAGE 7A

FOR CONTINUATION SEE PAGE 8

ROW AGREEMENT
EASEMENTS REQUIRED

DESIGNED BY		DATE		MAP NO.		DWG NO.		REV	
DRAWN BY		DATE		MAP NO.		DWG NO.		REV	
CITY OF DESTIN PHASE 1		UG FOR CONSTRUCTION		US HWY-98		DESTIN, FLORIDA		41-323	
CITY OF DESTIN PHASE 1		UG FOR CONSTRUCTION		US HWY-98		DESTIN, FLORIDA		41-323	
CITY OF DESTIN PHASE 1		UG FOR CONSTRUCTION		US HWY-98		DESTIN, FLORIDA		41-323	

☒ SALT SPRAY☐ 25KV

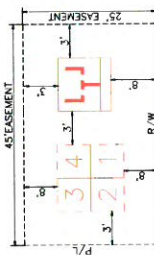
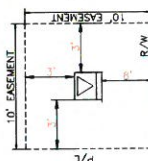
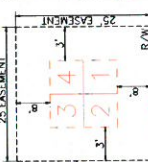
REC 25KV

FUTURE

☒ 12K

INACCESSIBLE

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

[illegible]

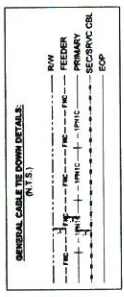
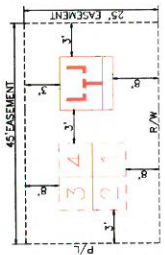
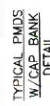
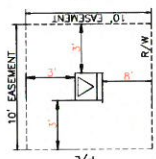
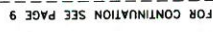
GENERAL, CABLE THE DOWN DETAIL 9:
(N.T.S.)

REFERENCE DWG'S

EASEMENTS REQUIRED

[illegible]

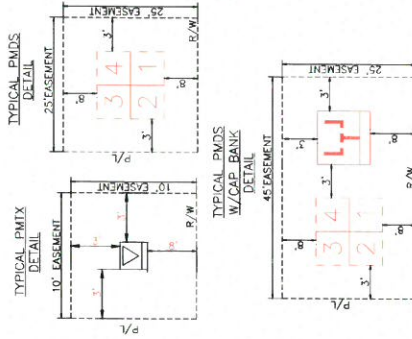
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[illegible]

REFERENCE DWG'S

EASEMENTS REQUIRED

[illegible]

[illegible]

GENERAL: CABLE TIE DOWN DETAILS:

$\frac{1}{x^2} = x^{-2}$

REFERENCE DWG'S

ROW AGREEMENT

EASEMENTS REQUIRED

TIME: 005 RING: 008 SEC: 00 QTR:

CITY OF DESTIN PHASE 1
W/A: NW
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

Case No. 11-54323 WRI: D0113-41-323

1

CATV Request? YES ☐ NO ☐

Phone Request? YES ☐ NO ☐

ated by	
---------	--

Date _____

Foreman's Signature

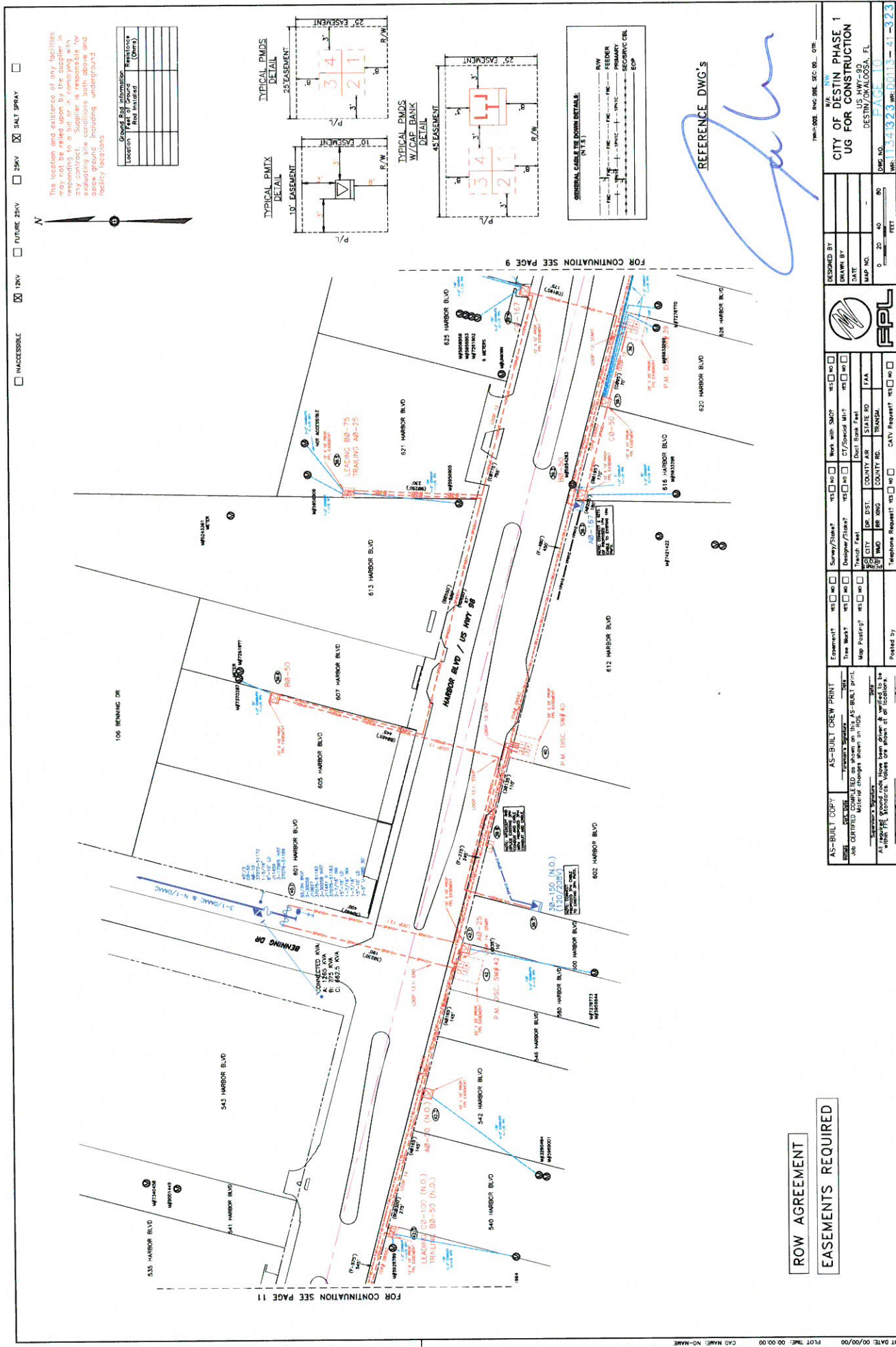
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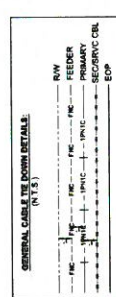
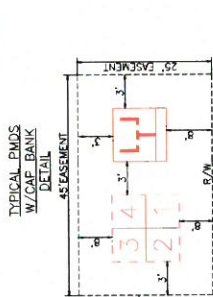
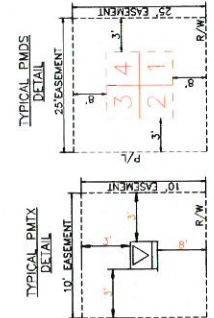
Plot



☐ INACCESSIBLE ☒ 2KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY

The location and existence of any facilities may not be relied upon by the supplier, in any contract, or in any other way, without the express written consent of the supplier.

Location	Facility	Remarks

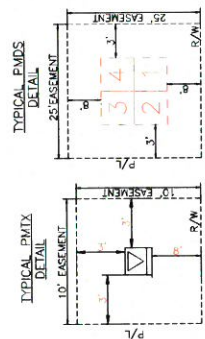


REFERENCE DWG'S
 [Handwritten signature]

ROW AGREEMENT
 EASEMENTS REQUIRED

DESIGNED BY: [Blank] DRAWN BY: [Blank] DATE: [Blank] MAP NO.: [Blank]		CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION DESTIN, OKLAHOMA, FL DMS NO.: [Blank] SHEET NO.: 41-323	
ESTIMATE NO.: [Blank] ESTIMATE DATE: [Blank] ESTIMATE BY: [Blank]		WORK WITH SAG: [Blank] DUCT/SPREAD: [Blank] DUCT TANK FEEL: [Blank] STATE NO.: [Blank] COUNTY NO.: [Blank] COUNTY RD.: [Blank] CATV REQUEST: [Blank]	
AS-BUILT COPY: [Blank] AS-BUILT CREW PRINT: [Blank] AS-BUILT MATERIAL CHANGES: [Blank]		SIGNATURE: [Blank] DATE: [Blank]	

For more information, visit www.fpl.com

[illegible]

GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

REFERENCE DWG'S

ROW AGREEMENT

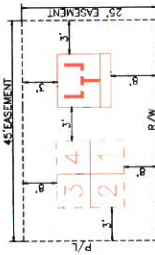
EASEMENTS REQUIRED

[illegible]

FOR CONTINUATION SEE PAGE 13



Ground Rod Information		Resistance (Ohms)
Location	Feet of Ground Rod Installed	

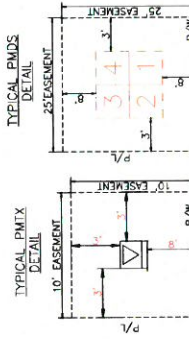
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REFERENCE DWG'S

EASEMENTS REQUIRED

[illegible]

FOR CONTINUATION SEE PAGE 14

[illegible]

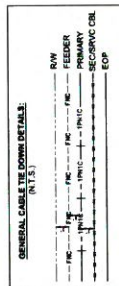
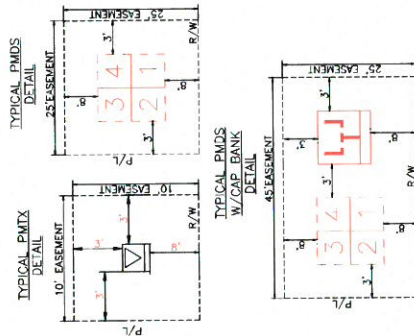
GENERAL CABLE TIE DOWN DETAILS

REFERENCE DWG'S

[illegible]

INVT: 003 R4G: 00E SEC: 00 QTR:

[illegible]



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

[illegible][illegible]

FOR CONTINUATION SEE PAGE 14

TWA: 005. AVG: 008. SEC: 00. QTR:

CITY OF DESTIN PHASE 1
w/k NW

UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL

PAGE 15A
WR: D0113-41-323

**CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS
(RFP) NO. 23-10-ENG
PHASE 1 UTILITY UNDERGROUND CONVERSION**

To All Potential Proposers:

The following items shall become a part of the proposal for the above referenced project.

<https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzE3NDMxYzYtYjE4OS00OTVILThmNTEtNjhINzI5MzljYWWM4%40thread.v2/0?context=%7b%22id%22%3a%220aaddbc3-b080-4c29-99bd-cf110f030edb%22%2c%22oid%22%3a%22d4f5a728-ffa4-44ee-b936-ec9ad5630460%22%7d>

Passcode: YEByL4

- ## Agenda

Pre-Bid Meeting Date:	10-19-2023
Meeting Time:	2:00 p.m. CST
Meeting Location:	City Hall/Teleconference
Meeting Call-In No.:	
City:	City of Destin
CEI:	Utility Consultants of Florida

- All dates and times are CST respectively
- Today's Pre-Bid Meeting

- c. Deadline for Questions – October 24, 2023 (4PM)
- d. Proposal Due Date – November 9, 2023 (2PM)
- e. Bid Committee Meeting “Shortlisting” – November 16, 2023
- f. City Council Meeting Ranking Approval – December 11, 2023
- g. City Council Meeting Contract Award - TBD

3. BRIEF PROJECT SUMMARY:

a. SUMMARY

- i. FPL Design has been completed and included with the RFP package.
- ii. The primary objective is to install all FPL related material to underground the current aerial facilities along US 98 feeder, primary, services, and lateral extensions depicted on the drawings.

b. FPL

- i. FPL Design has been completed and included with the RFP package.
- ii. The primary objective is to install all FPL related material to underground the current aerial facilities along US 98 feeder, primary, services, and lateral extensions depicted on the drawings.

c. CENTURY LINK

- i. Century Link is finalizing their design ahead of construction. The current quantities are based on discussions for having (3) 2” conduit along the north side of the project corridor.
- ii. Century Link will pull the coax/fiber, set handholes, and terminate aerial facilities.

d. COX COMMUNICATIONS

- i. Cox Communication is finalizing their design ahead of construction. The current quantities are based on discussions for having (4) 2” conduit along the north side of the project corridor.
- ii. Cox Communication will pull the coax/fiber, set handholes, and terminate aerial facilities.

e. UNITI FIBER

- i. Uniti Fiber is finalizing their design ahead of construction. The current quantities are based on discussions for having (3) 2” conduit along the north side of the project corridor.
- ii. Uniti Fiber will pull the coax/fiber, set handholes, and terminate aerial facilities.

f. FPL STREETLIGHTING

- i. FPL’s Streetlight group is working on the photometrics and will provide a design prior to construction. The current quantities are based on discussions for having (2) 2” conduit along both sides of the project corridor.
- ii. FPL’s streetlight group will pull the wire and set the new streetlight poles. That effort will require coordination to ensure the streetlights can be installed ahead of the FPL pole removal portion of the project.

4. PLANS & SPECIFICATIONS:

- a. Bidders should be familiar with FPL specifications and indicate that in their proposal.
- b. In addition to FPL, Bidders should be familiar with the CARRIERS specifications and requirements.

- c. Technical Specifications have been provided for a majority of the bid items that are in addition to the UTILITY OWNERS requirements. In all cases, the infrastructure shall be installed to the highest requirement of the more stringent requirements or specification.

5. RFP:

- a. PLEASE READ THE ENTIRE RFP FOR DETAILS AND REQUIREMENTS.
- b. Please read the format, sections, and tabs requirements
 - i. Minimum Requirements.
 - ii. LOI.
 - iii. Contractor Qualification, Ability and Experience.
 - iv. Contractor Personnel Qualification and Experience.
 - v. Interactions with City and Regulatory Agency Staff.
 - vi. Timely Completion of Projects.
 - vii. Surveys of Past Performance.
 - viii. Price Proposal/Schedule-of-Values
 - ix. Forms.
- c. Selection Process & Scoring

6. COMMENTS/QUESTIONS:

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Thomas Newic
Print Name

[Signature]
Signature

11-7-2023
Date

ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS (RFP) NO. 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

OCTOBER 23, 2023

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

Item 1. Pre-Bid Virtual Meeting, 10/19/2023 Questions and Answers

1. The Pre-Bid Virtual Meeting was held on Thursday, October 19th, 2023 at 2:00 P.M CST. The following is a brief restatement of the Questions and Answers provided at the Pre-Bid Meeting::
 - a. *Question:* Carrier side of road and carrier conduit sizes listed in the RFP and on the Pre-Bid Agenda are different. Which is accurate? *Answer:* The original amount, run and sizes listed in the RFP are the most accurate to date. These are estimates provided by the carriers as their designs are not yet final.
 - b. *Question:* Has SUE been completed for this work? *Answer:* SUE has not, and will not, be completed as a part of this project.
 - c. *Question:* Can a list be provided of what materials will be supplied for this project? *Answer:* Yes, a brief list is provided below. For carriers, conduit to be installed will be provided.
 - d. *Question:* Has an Engineering Estimate been provided for this project, and can this be shared? *Answer:* An engineering estimate has not been provided for this project. Budget information is not available at this time.

Feeder (FNC)
Primary (1PN1C)
Primary (2PN2C)
Primary (3PN3C)
Primary (4PN4C)
Primary (5PN5C)
Primary (6PN6C)
Primary Splice Box
Secondary Conduit
Service Cable
Primary Cable (Pull)
Feeder Cable (Pull)
Primary Swt. Cabinet
3-Phase Pedestals
30" Handhole / Lg. Ped.
Transformer (Single)
Transformer (3- Phase)
Transformer (Open Delta)
Feeder Splice Box
Capacitator Bank
PMH-9,10, 11

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 2 is hereby acknowledged:

Thomas Nemic
Print Name
[Signature]
Signature
11-7-2023
Date

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS (RFP) NO. 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

OCTOBER 26, 2023

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

Item 1. Questions and Answers from 10/24 - Wilco

1. The following questions were received from Wilco on October 24th. Answers are provided below:

1. Can you please provide the RFP Statement of values in an excel spreadsheet format?

The RFP's SOV excel format will be distributed in this addendum.

2. Can you please elaborate on the units FPL-EASMENTS and FPL-EASMENT SURVEY? Is the contractor only responsible for payment of the surveyor to get the necessary easement points or do the responsibilities extend to acquiring the easements, filling out FPL easement documents, working with the residents directly to attain needed easements or any other responsibilities?

Easement coordination shall include assisting PM with confirming the placement of the equipment and identifying any conflicts within 45 days of the NTP, assisting with the notification of property owners in advance of the work (minimum 30-day notification) and scheduling the work with the property owner. Easement Survey will include coordination with the surveyor to draft easement sketches and payment of the surveyor. This also includes ensuring that the placement is within the boundary survey area with regards to any easements obtained prior to the project start. The easement survey will be needed for any easements not secured prior to the start of construction. Most easements fall within open areas, are undetermined fixed locations, or minor shifts may be needed to avoid obstructions. The contractor will need to survey those locations and provide an acceptable survey property sketch/boundary survey as part of the normal FPL easement documents used to record easements. The contractor will not be responsible for easement acquisition, filling out or filing easement documents.

3. Where is the cost of general restoration (sod, asphalt, pavers, etc.) to be included in the bid form? There is only a unit for concrete restoration.

While General Restoration is a requirement for this project, the means and methods of construction vary substantially and directly impact the amount and type of restoration required. We are seeking contractors to minimize the work footprint and schedule the work efficiently and in the most cost-effective manner. The restoration for sod, asphalt, pavers, etc, should be included within the respective bid items for each area of work, to include the "Incidentals" section. We also recommend, in addition to the above, familiarity with the FPL plans and the overall project area to determine what potential cost impacts you may incur.

4. *Are there any customer owned services in this portion of the project? How will they be priced?*

Yes there are some customer owned services, customer owned services conversions should be incorporated into the costs association with the two line items OH or UG Conversion line item. Customer owned services/conduit will remain the customer's responsibility. Contractor will install transformers and/or hand holes to connect to services.

5. *Is the included statement of values considered to be the final SOV for the project or will this be negotiated after a contractor is chosen. We have several items that are on the plans but are missing from the SOV. Should we submit those requested changes now or will they be negotiated if chosen as the contractor?*

The Schedule of Values is considered to be final. If you feel there are unaccounted for items please include these in the "Incidental" line item. It is recommended that you familiarize yourself with the project items within the RFP.

END OF ADDENDUM NO. 3

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 3 is hereby acknowledged:

Thomas Newk
Print Name

[Signature]
Signature

11-7-2023
Date

ADDENDUM NO. 4

CITY OF DESTIN, FLORIDA REQUEST FOR PROPOSALS (RFP) NO. 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

OCTOBER 26, 2023

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

Item 1. Questions and Answers from 10/24 - Hypower

1. The following questions were received from Hypower on October 24th. Answers are provided below:

1. In sections 3.1.3 Century Link, 3.1.4 Cox Communication, and 3.1.5 UnitiFiber on page 7 of the RFP, please confirm if the awarded underground contractor will also be installing the pull boxes as well as the conduit. If yes, will a line item be added to the Bid Form? Or will the full carrier scope be a part of the second step of the process?

For all carriers, the awarded contractor will not be installing pull boxes. The awarded contractor will only be installing the conduit associated with each carrier.

2. In sections 3.1.3 Century Link, 3.1.4 Cox Communication, and 3.1.5 UnitiFiber on page 7 of the RFP, it is stated that the conduits are to be placed on the south side of the corridor. Addendum 1, Section 3, item (i) in part (c), (d), and (e) state that the conduits will be placed on the north side. Please confirm which side the conduits will be installed. (We also asked this question on the pre-bid call – It looks like it was answered in Addendum 2 and we are to follow the original RFP. If that is correct, this question has been answered.)

The placement of conduit is an estimate provided by each carrier, and the run listed in the RFP is the most current information available at this time. Please refer to the RFP, and note that as carrier designs are not complete yet.

3. In section 3.1.5 UnitiFiber on page 7 states that they will need (3) 1.25" conduits. Addendum 1, Section 3, part (e), item (i) states that UnitiFiber will need (3) 2" conduits. Please confirm which size conduit will be needed. (We also asked this question on the pre-bid call – It looks like this was answered in Addendum 2 and we are to follow the original RFP. If that is correct, this question has been answered.)

Addendum #1, the Pre-Bid Agenda, was incorrect in the stated size of the conduit for UnitiFiber. The RFP size listed is accurate.

4. In section 5.2.1 under Tab 8 – Forms on page 15 of the RFP, there is a list of forms that are to be signed and included in the bid. The FPL Plans are listed as part of this. Please advise if there is something that needs to be initialed or signed related to the FPL plans.

The FPL plans do not need to be signed or initialed.

5. In the Technical Specifications section TP57-7 (pg 2 or 36 of the RFP), the Lines, Grades, and Construction Surveying references “working drawings”. When will the contractor’s bidding the project be supplied with these working drawings in order to accurately estimate this line item?

Drawings for FPL are included in the RFP, these are the “working drawings” for FPL facilities. Carrier designs are not available at this time, and are expected to be completed by the start of construction. Estimates of the length of run were provided by each carrier and are listed in the RFP.

6. In the Technical Specifications section TP 102.1 (pg 4 or 38 of the RFP), the third paragraph references the City’s allowable hours of work. Can you provide what the work days and work windows are? Also, can you provide the allowable hours of work for MOT lane closures when/if needed?

Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, for the City of Destin begin at 6:00 a.m. and run through 5:00 p.m Monday through Saturday in accordance with City Code, Chapter 130. MOT lane closure allowable hours of work will need to be obtained from FDOT.

7. The FPL prints provided in the RFP show 3PN1C throughout the project. The Bid Form does not have a line item for 3PN1C. Please add this line item to the Bid Form Schedule of Values as well as the anticipated quantity so that it can be priced accordingly.

The FPL design incorrectly labeled the 3PN1C to be installed. 3PN3C is to be installed in all areas with the label of 3PN1C. 3PN3C estimated on the Schedule of Values captures the areas labeled 3PN1C.

8. In the Technical Specifications section TP 1-4 (pg 7 or 41 of the RFP), states that “all work for services connections shall stop at the meters but in some instances may require adjustments or replacements by the Contractor to make required connections.” There is not a line item for adjustment or replacement of the meter on the Bid Form Schedule of Values. Please advise if a line item will be added to the Bid Form SOV and how many of these locations are anticipated.

This estimate should be included in either the “Conversion of Aerial Services” or “Conversion of Underground Services” section of the SOV.

9. In relation to the above question regarding meter adjustment or replacement, will the contractor be responsible for the cost of procuring and paying for the meter permit? If yes, please advise what the average meter permit cost is.

Contractor should have familiarity with FPL undergrounding projects as a requirement for this RFP and how conversions are performed with connections of meters.

10. The Bid Form Schedule of Values section IV Carriers asks for material pricing for 2” HDPE. Please advise if the carriers will require SDR-11 or SDR-13.5.

All carrier conduit for the is SDR-11. At this time, each carrier is proposing to provide all carrier conduit, this bid item is to hold a price proposal in the event that the carrier cannot provide.

11. In the Technical Specifications section TP Carrier Infrastructure (pg 13 or 47 of the RFP), it states that the contractor shall “consolidated the conduit installation for ultimate cost and schedule efficiencies.” Does this mean that all carrier conduit is to be installed in the same directional bore pull and/or in the same trench line with no separation between carriers?

As most carrier designs may not follow identical paths, and will have separate access points, in areas where carriers can be consolidated the intent is to do so in those areas. Carrier bore costs are provided in the SOV individually, however the goal of the project is to capture similar run efficiencies where possible and based on similar project experience.

12. The Technical Specifications section TP FPL Streetlight Infrastructure (pg 17 or 51 of the RFP) mention AT&T Requirements. Please advise if and how AT&T requirements are involved in this project including related to the Streetlight Infrastructure or Carriers.

This is a typo. AT&T is not involved in this project, therefore has no requirements.

END OF ADDENDUM NO. 4

A copy of Addendum No. 4 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 4 is hereby acknowledged:

Thomas Newie
Print Name

[Signature]
Signature

11-7-2023
Date

[illegible]



Electrical, LLC.

• Bus: (877) 945-2655 • Fax: (888) 583-4901

An *ENERGIZING* Company

Miami Royal Palm Beach Jupiter Port Saint Lucie Cocoa Beach Daytona Beach

11/08/2023

City of Destin Utility Underground Conversion RFP No 23-10-ENG

Bid Clarifications and Exceptions

1. Bid does not include any cable costs for customer owned services.
2. Bid does not include replacement (labor or material) of any meter cans or other customer owned equipment.
3. Wilco is not responsible for the repair, replacement, or modifications of any existing non-compliant attachments or equipment on private property.
4. Bid includes capping of any necessary weather heads but does not include any repairs to roofing materials, eaves, or facades.
5. No paving or paving repairs of FDOT roadways is included in this bid.
6. Bonding costs included in the SOV are NOT inclusive of the cost to bond the alternate bid items. Inclusion of the alternate bid items into the contract will need to be bonded at an additional 2% bond cost.
7. Future changes to FPL or communication company construction plans will constitute a modification of the SOV.
8. Total SOV quantities will be based on the final construction prints to be provided by FPL and the Communication companies.
9. Pricing on the SOV will increase at an annual 2% per year (every 12 months) starting on the bid due date to account for inflation.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager

DATE: January 12, 2024

SUBJECT: Revisions to Purchasing Manual (Operating Instructive ADM-30)

I. BACKGROUND: The City of Destin has wide discretion to control its purchasing policy and procedures. Through Resolution 22-10, the City updated its Comprehensive Purchasing Policy.

These policies and procedures are further implemented in the more detailed operating instructive Purchasing Manual, which is adopted through operating instructives (OI). The Purchasing Manual should be updated from time to time to better streamline processes, conform to the Comprehensive Purchasing Policy, and better adhere to current practices.

II. DISCUSSION: The proposed amendments to the Purchasing Manual are as follows:

- The definition of Requests for Proposals is expanded to clarify that this solicitation can be used to solicit bids for construction projects and is the preferred method of solicitation where there may be significant differences between or among bidders or proposers who otherwise meet minimum qualifications as to the bidders' or proposers' experiences, applicable skills, expertise, or similar factors affecting their qualifications to perform or provide the requested services.
- Bidding procedures are amended to include a section describing how the City Council selects and awards bids. The City Manager recommends award of bids to the City Council when the amount exceeds \$35,000. Additionally, where a contract to be awarded is greater than \$1,000,000, the City Council generally conducts the following evaluation: First, it reviews the bid committee's recommendation and may require proposers to appear at a Council meeting to make presentations. Then, the City Council may score the bids one of three ways:
 - (1) individually re-scoring by each Councilmember of the top 3 bids in accordance with the same scoring criteria and calculations used by the Bid

- Committee, if applicable and either awarding the bid to the highest ranked proposer or directing City staff to negotiate a contract with that proposer
- (2) ranking all responsive proposers on the basis of which proposers will, in the Councilmember's opinion based on all available information, best meet the City's needs; or
 - (3) directing City staff to negotiate a contract with the proposer ranked highest by the Bid Committee.
- Clarifying that nothing requires the City Council to award a contract to the low bidder, but if a contract is awarded to someone or an entity other than the low bidder, then a statement of the reasons why should be included.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff plans to make changes consistent with the above description and attachments.

IV. RECOMMENDED MOTION: No Motion -- Informational Only

Attachments:

1. Strikethrough underline - Purchasing Manual Modifications - final

EXHIBIT "A"

Note: Language in all sections of this ordinance that is ~~strike thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in ~~strike thru~~ or underlined is not to be changed. The symbol *** represents sections of the City of Destin's Code of Ordinances, that have been skipped and remain unchanged.

III. DEFINITIONS

- N. Request for Proposal: The solicitation document used for competitive proposals, also the customary and preferred method to be used for the purchase or procurement of professional services; also an appropriate method for the purchase or procurement of and other goods or services when there is an uncertainty of the exact product or service that is required. The Request for Proposal method is the preferred method for procurement of professional services where the expected value of any resulting contract is significant (greater than One Million Dollars), and is especially preferred where there may be significant differences between or among bidders or proposers who otherwise meet minimum qualifications as to the bidders' or proposers' experience, applicable skills, expertise, or similar factors affecting their qualifications to perform or provide the requested services. The Request for Proposal solicitation document may specifically be used for any construction project. The Request for Proposal allows for negotiations after they proposals or bids have been opened to allow clarification and changes in the proposal in the best interest of the City.

IV. POLICY AND PROCEDURES

J. BIDDING PROCEDURES

~~9. Award to Other Than Low Bidder: When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the using department and filed with the other documents relating to the transaction.~~

9. City Council Selection and Award: The City Manager shall recommend award of bids to the City Council when the amount exceeds \$35,000. In any solicitation for the purchase or procurement of goods or services, the City Council may conduct further evaluation of bids or proposals, and where the amount of any expected purchase or contract is significant (greater than One Million Dollars), the City Council will generally conduct further evaluation of bids or proposals as follows.

- a. The City Council will review all available information provided by the Bid Committee, including any additional information furnished by bidders or proposers. The Council may require proposers to appear at a Council meeting and make presentations regarding their

proposals; such appearances may, in the sole discretion of the City Council, be in person or virtual.

- b. The City Council has wide discretion to select proposals for contract negotiations and to award contracts, so long as the Council reasonably exercises its discretion in making any selection or award. In exercising its discretion, the City Council shall consider information available to it at the time any decisions are made; such information shall include the bids or proposals submitted by bidders or proposers, any related documents furnished by the bidders or proposers, any related information identified by the Bid Committee, the presentations made by bidders or proposers, and answers by bidders or proposers to questions posed during their presentations. In evaluating proposals, the City Council shall generally have three options: (1) individually re-scoring by each Council Member the top 3 bids in accordance with the same scoring criteria and calculations used by the Bid Committee, if applicable, and either awarding the bid to the highest-ranked proposer or directing City staff to negotiate a contract with that proposer; (2) ranking all responsive proposers on the basis of which proposers will, in the Member's opinion based on all available information, best meet the City's needs; or (3) directing City staff to negotiate a contract with the proposer ranked highest by the Bid Committee. For example, if there are three responsive proposals, each Council Member would assign one point to the proposer that the Member believes would best meet the City's needs, two points to the proposer that the Member believes is the second-best suited to meet the City's needs, and three points to the proposer that the Member believes is the third-best suited to meet the City's needs. The point scores assigned by the voting Council Members will then be added together to yield an aggregate score, with the proposer receiving the lowest total points assigned by voting Council Members being ranked the best; or (3) simply adopting the scoring of the Bid Committee and awarding the bid or directing City staff to negotiate a contract with highest-ranked proposer as scored by the Bid Committee accordingly. The Council may also use any other reasonable method to rank proposals, provided that such method is announced in advance.
- c. Upon determining its ranking, the City Council will typically direct City staff to negotiate a contract with the highest-ranked proposer, or the Council may award the contract to the highest-ranked proposer, if practicable given the nature of the services to be procured.

- 10. Award to Other Than Low Bidder: When the award is not given to the apparent lowest cost bidder, or where the City Council directs City staff to negotiate a contract with a bidder or proposer whose proposal is not the apparent lowest cost option, a full and complete statement of the reasons for the decision shall be prepared by the using department, or by the City Council, as applicable, and filed with the other documents relating to the transaction. Nothing in this section shall be construed as preventing the City from awarding a contract to someone or an entity other than the low bidder.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.C.**TO:** City Council**THRU:** Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney**FROM:** Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director**DATE:** January 18, 2024**SUBJECT:** RFP 24-01-ENG - Phase 1 Utility Undergrounding Conversion Project

I. BACKGROUND: The undergrounding of utilities project is an initiative identified as part of the City's Strategic Plan.

Although Council initially directed Staff to negotiate a contract with ADS, it has directed staff to bring back a motion to rescind that direction. That motion to rescind is on this agenda and will be discussed prior to this item. If the motion to rescind passes and a subsequent motion to reject all bids submitted in response to RFP 23-10-ENG also passes, then the City will need to issue a new RFP to procure a contractor for Phase I of the utility undergrounding project. The attached RFP 24-01-ENG accomplishes that goal.

II. DISCUSSION: The attached RFP 24-01-ENG is substantially the same as RFP 23-10-ENG. Differences relate only to the actual procurement process. This RFP specifically permits the City Council to utilize a 1-2-3 type methodology when grading and selecting a contractor. The remaining exhibits (which are substantially the same as RFP 23-10-ENG) are being assembled by UCoF and will be included prior to RFP 24-01-ENG's issuance.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Effect on Budget will be determined once a contractor has been selected.

The City has \$2.3 million of available budget (Infrastructure Surtax and Electric Franchise Fees) for the contract, and will issue bonds for the remaining amount needed to encumber the contract after procurement is completed and the contract is negotiated.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: RFP 24-01-ENG will permit the City to move forward with its utility undergrounding project by putting a process in place to select a contractor.

IV. RECOMMENDED MOTION: I move to direct staff to issue RFP 24-01-ENG as soon as possible.

Attachments:

1. RFP 24-01-ENG -- City of Destin -
UG Construction RFP

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS

RFP NO. 24-01-ENG

PHASE I UTILITY UNDERGROUND CONVERSION



City of Destin, Florida

January 23rd, 2024

Louis Zunguze, Interim City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS #24-01-ENG OVERVIEW

The CITY OF DESTIN, Florida (City), is accepting sealed proposals for:

RFP #24-01-ENG FOR PHASE 1 UTILITY UNDERGROUND CONVERSION

Proposal Due Date:

THURSDAY, FEBRUARY 22, 2024, prior to 2:00 p.m. (CST)

Proposals shall be delivered no later than 2:00 p.m. Central Standard Time (CST) on Thursday, February 22, 2024, to the City Clerk, Rey Bailey, at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541.

Documents for this RFP are available through the City's Clerk, Rey Bailey, via email rbailey@cityofdestin.com

GENERAL PROJECT DESCRIPTION

The City is soliciting proposals from qualified contractors to perform all related work to successfully complete the Florida Power & Light (FPL) conversion of Phase 1 overhead facilities along US Highway 98 to underground consistent with FPL's design. Work will include, but not be limited to, construction of all required FPL, Cox Communication, Century Link, and UnitiFiber's underground infrastructure, coordination, FPL street lighting conduit infrastructure, including final certifications, and as-built drawings.

A bid committee will evaluate the qualifications of all submitting firms meeting the minimum requirements as set forth herein.

COMMUNICATIONS AND INQUIRIES

Questions or requests for clarification regarding this Request for Proposals (RFP) must be submitted via email to Rbailey@cityofdestin.com by 4:00 p.m. (CST), Thursday, February 8, 2024. Responses to questions or requests for clarification will be made pursuant to written addenda to this RFP.

SCHEDULE OF EVENTS

The City anticipates the following projected schedule for the RFP process. The City reserves the right at its sole discretion to revise the projected schedule at any time.

Release of RFP	January 23, 2024
Deadline for questions	February 8, 2024, by 4:00 p.m. (CST)
Proposal due date	February 22, 2024, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	March 7, 2024
City Council Meeting Ranking Approval	March 18, 2024
City Council Meeting Contract Award	TBD

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS

24-01-ENG Phase 1 Utility Underground Conversion

Sealed proposals must be received at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541, **THURSDAY, FEBRUARY 22, 2024, prior to 2:00 p.m. (CST)**. At that time, the City will publicly open all timely submitted proposals for the sole purpose of recording the names of the contractors submitting proposals. Proposals received after the scheduled time for opening will not be considered but can be claimed by the Contractor within ten (10) calendar days of the opening. After that time, the City reserves the right to destroy the late proposal in accordance with applicable law.

Attached are important instructions and specifications regarding responses to this RFP. The failure of a responding Contractor to follow these instructions could result in disqualification from consideration for a contract to be awarded pursuant to this RFP.

This RFP document is issued by the City and all addenda and changes to the RFP documents shall also be issued by the City. The City shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. It is the sole responsibility of each Contractor prior to submitting its proposal to this RFP to ensure that the Contractor has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The City is not responsible for any solicitations issued through a subscriber, publications, or sources other than the City, and the Contractor should not rely on such sources for information regarding this RFP.

NO CONTACT: No Contractor nor any prospective Contractor shall contact, communicate with or discuss any matter relating in any way to this RFP with any member of the CITY OF DESTIN, City Council, City Manager, any agent of the City, or any employee of the City other than the City Clerk (or designee), unless such communication is authorized as part of the selection process for this RFP. This prohibition begins with the issuance of the RFP and ends thirty (30) days after the posted recommendation of award. Any such communication initiated by a Contractor or prospective Contractor shall be grounds for disqualifying the offender from consideration for award pursuant to this RFP and for and other solicitations that the City may issue in the future.

1. INTRODUCTION AND INTENT

The City of Destin is located in Okaloosa County and along the Florida Panhandle and is governed by an elected seven (7) member City Council. Geographically, the city is a narrow barrier island approximately 8 miles in length that is located within Okaloosa County. Harbor Boulevard (also known as Florida State Road US Highway 98) is the main road that connects the City's barrier island to the neighboring cities of Fort Walton Beach to the west and unincorporated Miramar Beach to the east, and Niceville to the north. Harbor Boulevard provides most of the vehicular access to all residential and commercial properties located within the City's limits and is therefore the primary route for ingress and egress to the city. The City of Destin is home to approximately 14,077 full-time residents and is known as the "World's Luckiest Fishing Village."

This RFP for Construction Services for Phase 1 Utility Underground Conversion project (Project) invites proposals regarding the qualifications and experience of Contractors for the purpose of performing all related services to successfully complete the conversion of Phase 1 overhead facilities to underground for all properties/parcels within the project corridor. Services will include, but not be limited to, construction of all required Florida Power & Light (FPL), Cox Communication, Century Link, and UnitiFiber underground infrastructure, design and coordination services associated with the installation of Phase 1, FPL street lighting conduit system, including final certifications and as-built drawings (the Services).

Following receipt of initial submittals on qualifications, the City will establish a short-list of the Contractors to continue in the selection process the short-listed Contractors may also be required to make formal presentations to City Council and or City Staff. At the completion of the selection process, the City will select the highest ranked Contractor to enter into negotiation for award.

It is the intent of the City to select one Contractor to negotiate and award a single contract that will incorporate all preliminary planning, staging, carrier design support, construction and post-construction services.

The City is committed to working in close collaboration with the current Project Management Firm, Utility Consultants of Florida, Inc. (UCoF), and the awarded Contractor to measure the achievability of goals for constructing the Project, to evaluate the Project's designs, to allow for open coordination between all parties and to obtain a mutually agreeable Guaranteed Maximum Price (GMP) for delivery of the Project.

Selection of the awarded Contractor under this RFP is not a guarantee of work.

There is no guarantee that any or all of the services contained within this RFP will be assigned during the term of the contract. Further, the awarded Contractor is providing these services on a non-exclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other firms or City staff, or publicly solicit for said services. The City reserves the right to formally solicit any individual projects associated with this Project in the open market, should the City deem it to be in its best interest.

2. RFP SCHEDULE

The City anticipates the following schedule for the RFP process. The City reserves the right at its sole discretion to revise the schedule and other aspects of the RFP by issuing addenda to the RFP at any time.

RFP Schedule

Release of RFP	January 23, 2024
Deadline for questions	February 8, 2024, by 4:00 p.m. (CST)
Proposal due date	February 22, 2024, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	March 7, 2024
City Council Meeting Ranking Approval	March 18, 2024
City Council Meeting Awarding Bid	TBD

3. PROJECT OVERVIEW

3.1 Project Scope

Generally, the project corridor, and as part of the FPL design of the underground conversion, is along Harbor Boulevard (US 98) from the Marler Bridge to Airport Road ("Phase 1"). This is also inclusive to any existing overhead service crossings that span over Harbor Boulevard (US 98). Other utility companies providing aerial service to the residents within the project includes Cox Communication, Century Link, and UnitiFiber. Additionally, there are numerous utilities within the corridor that are currently underground including but not limited to, water, sewer, reclaim, gas, and communications. Also, within this section FPL has existing streetlights attached to current poles, and some free-standing streetlight poles. As part of this project the Contractor will need to coordinate and install the required conduit and vaults which will ultimately allow FPL to pull wire and install the new streetlight poles as part of their new design & photometrics.

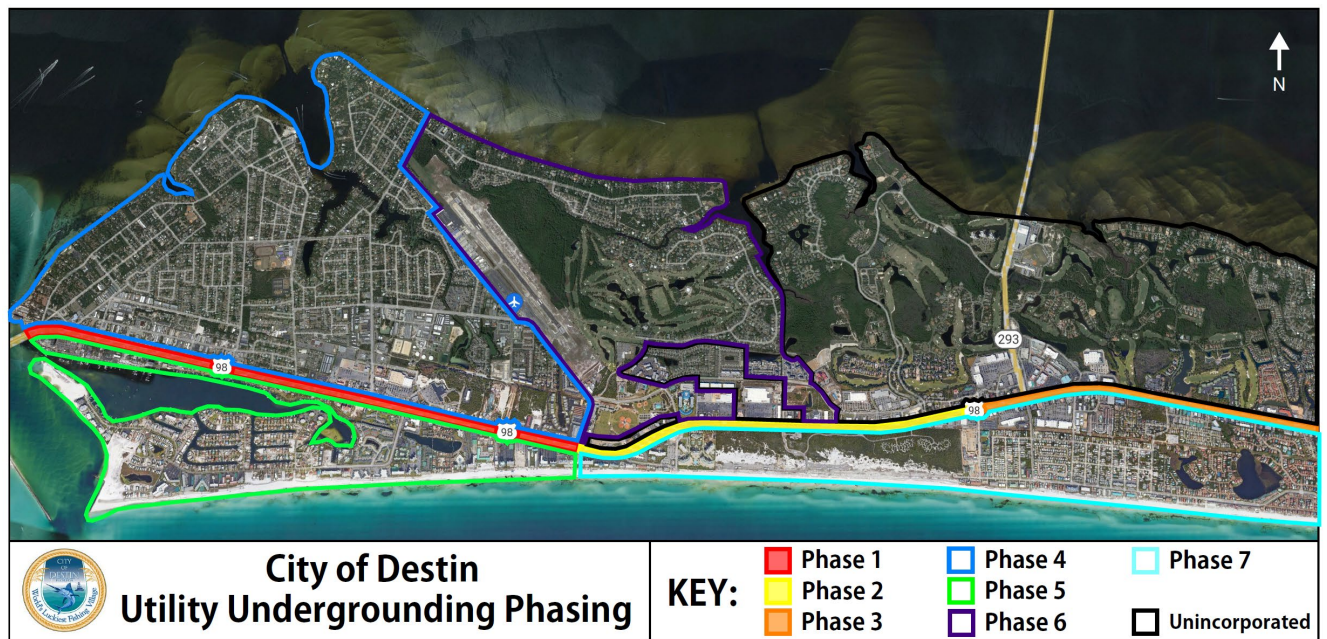
The Contractor shall be experienced and able to perform all aspects of this undergrounding project in accordance with all applicable rules, regulations and utilizing experience on similar type projects. Additionally, the Contractor shall construct, and as-built all work as part of this project, understand and meet the respective utility owners requirements for all aspects. The Contractor shall facilitate coordination of FPL, Century Link, Cox Communication, and UnitiFiber construction activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City.

The undergrounding shall require the Contractor provide scope of services; including but not limiting to, undergrounding all FPL existing aerial primary, secondary, service lines, connections, looping of all existing FPL undergrounded radial areas, existing undergrounding tie-ins, meter connections where applicable, support and coordination with FPL portion of the work, support and coordination with the Carriers facilities and service lines in conjunction with the FPL aerial undergrounding, installation, support and coordination with FPL street lighting infrastructure, coordination and provide effective and costs efficiency in the means and manor of scheduling and construction of all work associated with the undergrounding project, coordination with services for commercial and/or residential properties, parcels affected by the undergrounding, provide as-builts and permit requirements where applicable, and conform to FPL plans, specifications and other requirements as part of this project.

3.1.1. Project Phases

During the City and FPL's preliminary design and future underground planning discussions, the Project was divided into (7) Phases for the potential of future "phasing". The focus for this Project is

identified as Phase 1. However, subsequent phasing was determined during initial planning discussions as reflected in the map below. to the City, at the City Council's discretion, may or not to initiate future phases and the numeric numbering currently being reflected may be altered to fit the City's goals and objectives. The following is the current Phasing Map:



3.1.2. Florida Power and Light Company

For all related FPL work as part of this Project, Contractors and sub-contractors performing work shall be experienced and successfully performed similar type FPL underground conversion projects.

FPL's electrical service is provided to the city through a redundant subaqueous transmission line crossing from the mainland beneath the bay leading into Destin that feeds an existing FPL substation on the mid-key of the city. This substation feeds the city distribution grid comprised of feeder lines, radial primary taps, secondary services, and individual customer drops.

The largest component of the Project addresses the undergrounding of currently all overhead electric power facilities owned by FPL which generally consist of wires, transformers, switches, vaults, service lines, utility poles and other related apparatus. Much of the overhead utility infrastructure and critical feeder is located along Harbor Boulevard (US 98) with laterals extending along key side streets and providing distribution within adjacent residential and business sections. A large majority of the underground infrastructure is within the FDOT rights-of-way.

FPL will provide their design plans as part of this Project. For all FPL work, the awarded Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements and specifications. The City will provide available FPL plans as part of the Step two selection process. FPL work includes, but is not limited to, installation of conduit and all related hardware, equipment, design coordination, switching, and certified as-builts necessary to support the Phase 1 undergrounding to ensure a fully functioning system providing active service to all currently fed properties located within the City.

The selected Contractor shall be fully responsible for coordinating storage, delivery, take receipt of, and be accountable for all FPL materials for this Project. Additionally, the material storage will be the awarded Contractor's responsibility including, but not limiting, tracking and securing inventory.

3.1.3. Century Link

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by Century Link. Century Link has estimated the conversion of their facilities to involve placement of (3) 2" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. Century Link's facilities are predominately aerial. Century Link will provide design plans as part of this Project.

All existing Century Link aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The awarded Contractor shall install the conduit for Century Link. Installation of Century Link facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.4. Cox Communication

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by Cox Communication. Cox Communication has estimated the conversion of their facilities to involve placement of (4) 2" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. For a large part, Cox Communication's facilities are predominately aerial. Cox Communication will provide design plans as part of this Project.

All existing Cox Communication aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The selected Contractor shall install the conduit for Cox Communication. Installation of Cox Communication facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.5. UnitiFiber

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by UnitiFiber. UnitiFiber has estimated the conversion of their facilities to involve placement of (3) 1.25" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. For a large part, UnitiFiber's facilities are predominately aerial. UnitiFiber will provide design plans as part of this Project.

All existing UnitiFiber aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The selected Contractor shall install the conduit for UnitiFiber. Installation of UnitiFiber facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.6. Street Lighting

Within the City, FPL currently provides street lighting attached to existing poles on both the south and north sides of the US 98 corridor. Much of the overhead streetlight infrastructure is located along the entire Harbor Boulevard (US 98) extending along some side streets and providing some private

lighting along some of the businesses within the project. FPL Street Lighting has estimated the need for (2) conduits along both sides of the corridor.

This work shall also be inclusive with the undergrounding and concurrent with the overall project installations to the fullest extent possible. The selected Contractor shall install the conduit and pull boxes for FPL street lighting. Installation of the streetlight pole, wire installation, splicing, connections and removal shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.2 Project Coordination and Communication

The City has and will continue to have various contractors and consultants under contract providing assistance throughout the entire Project. Coordination and communication with all City contractors, consultants, and subcontractors working on the Project is imperative and key to completing the Project successfully. The selected Contractor shall be responsible for implementing successful coordination and communication throughout the duration of the entire Project.

3.3 Project Schedule

The City's goal for this project is an 18-month completion of all proposed infrastructure related to the successful overhead to underground conversion from NTP of construction activities. However, it is expected that there may be some remaining conversions dependent on FPL switching orders and other FPL related activities such as wreck-out of existing facilities that may extend beyond the 18-month period.

4. PROCESS

4.1 Authorized City Representative / Submission of Proposal

For information or questions concerning this RFP, contact the City Clerk:

Mr. Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541
Phone: 850-837-4242 Ext. 1002
Email: Rbailey@cityofdestin.com

Contractors must submit a sealed proposal to the attention of the City Clerk at the address stated immediately above. Only those communications that are in writing from the City Clerk shall be considered as duly authorized expressions on behalf of the City. RFP forms and any additional documents required by this RFP must be executed and submitted in a sealed envelope to the City's City Clerk listed above.

4.2 Contractor Communication and/or Inquiries

The Contractors shall review this competitive solicitation in its entirety to determine whether the City's Scope of Services, conditions and requirements are clearly stated. If the Contractor has any questions regarding this competitive solicitation, the Contractor must submit such inquiries and requests for clarification via email only to the City Clerk at Rbailey@cityofdestin.com.

These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Contractor. The City will consider only those communications and/or inquiries

submitted via email and received by the City Clerk on or before **February 8, 2024, by 4:00 p.m. (CST)** (the “Inquiry Deadline Date”).

The City will consider the Contractor’s lack of communicating inquiries or requesting clarifications by the Inquiry Deadline Date to constitute the Contractor’s acceptance of all of the conditions and requirements as stated in this RFP and any amendments thereto.

Unless the City Clerk specifically requests the Contractors to provide additional communications, or to participate in negotiations, the City may not accept or consider any of the Contractor’s written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the City determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the City’s response will be made in an addendum to this RFP to be distributed by the city clerk.

No interpretation of data, including but not limited to surveys, plans, drawings, and similar materials will be made to any Contractor, except for what is provided in this RFP or by written addendum.

4.3 Addenda

The City Clerk or designee will distribute any addenda.

The Contractor’s authorized representative must acknowledge receipt of each addendum issued. Acknowledgement shall be numbered and dated on the Submitted Proposal Form and included in a submitted proposal.

The Contractor is responsible for checking with clerkdepartment@cityofdestin.com for addenda in order to verify whether any changes have been made to the RFP. Contractors are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this RFP issued by the City Clerk.

4.4 Delivery and Labeling of Sealed Proposals

The Contractor’s proposal to this competitive solicitation shall be prepared in accordance with Section 5 “Proposal Requirements”. The Contractor’s sealed proposal must be received by the City Clerk on or before **THURSDAY, FEBRUARY 22, 2024, prior to 2:00 p.m. (CST)** (the “Proposal Due Date”) according to the time clock at the City. A Contractor may not submit a proposal via telephone, facsimile, or electronic mail.

If the Contractor elects to mail in its proposal, the Contractor must allow sufficient time to ensure the City Clerk’s receipt of the proposal by the Proposal Due Date. Regardless of the form of delivery, it is the Contractor’s responsibility to ensure that the proposal arrives at the City Clerk’s address (See Section 4.1) no later than 2:00 p.m. on the Proposal Due Date. Risk of failure of delivery falls solely on the Contractor.

The City will accept proposals up to the Proposal Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The City Clerk’s name and address as provided in Section 4.1, and the number and title of the RFP. The proposals must be submitted with one (1) original marked “ORIGINAL”, eight (8) hard copies marked “COPY” and one (1) electronic copy in .pdf format on a flash drive of the proposal.

No proposal may be withdrawn after the Proposal Due Date.

4.5 Economy of Presentation

The Contractor must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The Contractor should prepare its proposal simply and economically, providing a straightforward, concise description of the Contractor's capability to satisfy the conditions and requirements of this competitive solicitation (Fancy bindings, colored displays, and promotional material are not desired). The Contractor's emphasis should be on completeness and clarity of content. To expedite the City's evaluation of the proposal, it is mandatory that the Contractor follow the instructions contained herein. The City is not liable for any costs incurred by the Contractor in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the City.

4.6 Proposals Must be in Ink or Typed

The Contractor's proposal must be typed or printed in permanent ink.

4.7 Contractor's Signature

Where the Contractor's signature is required, the Contractor's proposal must contain the Contractor's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the Contractor's authorized representative must initial all the Contractor's handwritten corrections (additions or deletions) in its proposal.

If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

4.8 Complete Proposals Required

The Contractor must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the Contractor's proposal.

4.9 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Contractor must submit the requested information on the forms, attaching additional pages if necessary, or the City may reject the Contractor's proposal.

4.10 Errors or Omissions; Inconsistent Proposals

The Contractor should examine its proposal carefully for any errors prior to submission. The Contractor is solely responsible for the accuracy and completeness of its proposal. The Contractor's errors or omissions, if any, are solely at the risk of the Contractor and may be grounds for the City's finding that the Contractor's proposal is non-responsive. Any Contractor submitting inconsistent copies of its proposal is subject to disqualification from further consideration under this RFP. Multiple proposals from a single Contractor will be deemed non-responsive.

4.11 Proposal Validity Period

The Contractor's proposal shall, in its entirety, remain valid for at least one hundred twenty (120) calendar days after the Proposal Due Date.

4.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. CST on THURSDAY, FEBRUARY 22, 2024**, to the City Clerk at the address stated in Section 4.1. At that time, the City Clerk (or designee) will publicly open all timely submitted proposals for the sole purpose of recording the names of the Contractors submitting proposals at the designated place.

Any person requiring a special accommodation at City Hall because of a disability should call the City Clerk at least five (5) working days prior to the RFP opening at Phone: 850-837-4242 Ext. 1002 for persons with hearing or speech disabilities.

4.13 Government in the Sunshine; Public Records

All submitted material will be subject to Florida's Public Records Law. All Contractor's should prepare their proposal with the understanding that it may become available to the public at some time. All Contractor's acknowledge that all information contained within the proposal is subject to disclosure under the State of Florida's Public Records Law.

The City is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of any proposal. No information should be labeled confidential unless exempted under said law.

Pursuant to Section 119.071(1)(b)2., F.S., proposals may be exempt from public disclosure for thirty (30) days after opening of the proposals or until such time as the City provides notice of an intended decision, whichever comes first. It is not necessary for Contractors to claim this temporary exemption.

Upon written request, a copy of RFP tabulations will be furnished, with an enclosed, stamped, self-addressed envelope. RFP tabulations will not be provided by telephone. Non-exempt RFP files may be examined during normal working hours by appointment.

Interviews/presentations, negotiation strategy sessions, and/or negotiations with Contractors may not be public but will be recorded pursuant to Section 286.0113(2), F.S., if closed to the public.

5.0 PROPOSAL REQUIREMENTS

5.1. Required Proposal Format

To facilitate the City's analysis of the Contractor's proposal, the Contractor must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the Contractor's proposal deviates from these instructions, such response may, at the City's discretion, be rejected.

Proposals should not contain information in excess of that requested, must be concise and must specifically address all of the items set forth in this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this RFP are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

Proposals must be prepared in at least 12-point font on 8.5" x 11" white paper, with pages sequentially numbered. Proposals can be either single or double-sided. Proposals should be contained within a three (3) ring binder (original and each copy in separate binders).

5.2 Proposal Requirements

Proposal content shall be separated by sequentially numbered tabs and must be submitted in the same order as set forth below and the supplied electronic copy shall be indexed similarly.

5.2.1. Minimum Requirements for Eligibility

Contractors that submit a qualification proposal and do not meet the minimum eligibility requirements listed below will be deemed non-responsible and the Contractor will be prohibited from participating in this RFP process any further.

- Contractor and their subs must meet all State required certifications and/or licensing required to engage in the performance of all related activities for the underground conversion project.
- Contractor and its sub-contractors must have performed, familiar with FPL underground conversion project requirements, and in good standing with FPL. Contractor must prove they maintain thorough understanding and experience with conversion of overhead facilities to underground, preferably with similar coastal projects.

The proposals should include the following:

Tab 1 – Letter of Interest (Limit response to maximum of 4 pages {pages for applicable licenses not included})

- Summarize the Contractor's understanding of the Project, its commitment to perform the Services, the number of years of experience in the field of construction services, and its statement of belief as to why it is the best qualified Contractor to provide services relating to an underground conversion. An authorized agent must sign the Letter of Interest indicating title or authority.
- The Letter of Interest shall also include, but not be limited to the following:
 - Identification of the Contractor's name, point of contact name, address, phone number and email Specify who will be the Contractor's signatory to any contract documents executed with the City.
 - An affirmation that any required business licenses required for the Project have been obtained and the Contractor and all assigned key staff are properly licensed to practice in the State of Florida.
 - Provide a list and brief summary of specific FPL underground conversion projects you have been involved with and what role you performed.

Tab 2 – Contractor Qualification, Ability and Experience (20 Points)

- Provide a summary of the Contractor's capabilities and expertise converting FPL aerial facilities to underground and installing communication facilities on similar underground conversion projects.

The summary should include but not be limited to the following:

- Contractor's approach and understanding of underground conversion project(s) within a similar coastal community. Additionally, provide specific experiences and

lessons learned on these types of projects. **(Limit response to a maximum of three (3) pages)**

- Contractor's familiarity with working on FPL underground conversion projects as it relates to the involved communication companies, your coordination efforts, and your ability to schedule that portion of the work in a timely manner to ensure their facilities can be successfully completed on schedule and ahead of the FPL wreck-out. Include the carriers you have worked with and your approach. **(Limit response to a maximum of three (3) pages)**
- Contractor's familiarity with identifying, protecting and working around existing utilities. **(Limit response to a maximum of five (3) pages)**
- Provide a minimum of three (3) underground conversion projects performed within the past five (5) years that included FPL and provide any similarities that may relate to our city project. **(Limit response to maximum of two (2) pages per project)**
 - For each project include:
 - a) Name and location of the project;
 - b) Size and cost of the project;
 - c) Project owner's representative name, address, phone number, and email address;
 - d) Date project was completed or is anticipated to be completed with current status;
 - e) The nature of the Contractor's responsibility on the project;
 - f) Unforeseen circumstances, errors or oversights and actions taken to mitigate and/or correct; and
 - g) How the Contractor's technical and managerial methodology applied.
- If the Contractor has previously performed a project for the City within the past ten (10) years, identify the project, the work performed and the total fees awarded for such work.

Tab 3 – Contractor Personnel Qualification and Experience (20 Points)

- Provide an organizational chart of the Contractor's team highlighting the key personnel that will be assigned to the Project. Identify the principal supervisory and management staff, including partners, project managers, other supervisors and specialists who will be assigned to the Project. **(Limit response to maximum of two (2) pages)**
- Provide résumés of the Contractor's key personnel listed above to be assigned to the Project. **(Limit response to maximum of two (2) pages per résumé)**
 - Résumés shall include, but not be limited to:
 - a) Name and current position held by the key personnel;
 - b) Number of years with FPL underground conversion project experience(s);
 - c) Experience. Identify: (i) Types of projects/services; (ii) Size of projects/services; and (iii) Specific responsibilities;
 - d) Services anticipated to be designated to the key personnel; and
 - e) Anticipated level of participation on the Project.

- Identify and highlight the Project Manager who will be directly responsible for the day-to-day communication and coordination with the City and their PM. This individual must have the authority to represent the Contractor in a decision-making capacity. The Project Manager should be experienced in working with FPL underground conversion projects. **(Limit response to maximum of two (2) pages)**
- Provide a summarized approach to the project schedule that demonstrates cost and time efficiency capabilities. **(Limit response to maximum of two (2) pages)**
- Provide a summary to your approach to FPL switching, as-builts, and bore logs. **(Limit response to maximum of two (2) pages)**

Tab 4 – Interactions with City and Regulatory Agency Staff (10 Points)

- Provide a summary supporting the specialized qualifications of the proposed key personnel identified in Tab 3 in terms of meeting this scope of service. The summary should highlight the experience with utility companies, regulatory agencies, including construction permitting, applications, governing regulations, use of utility easements or other related activities. Include the Contractor's ability to work with City staff and their assigned PM (UCoF) including residents, businesses, community Condominium and Homeowner Associations in order to successfully fulfill the desired services for the project. Include the Contractor's knowledge of planning and scheduling of construction that demonstrates the ability to work with the city's PM, FPL and others with easement coordination efforts. **(Limit response to maximum of two (2) pages)**
- Provide a summary of how your crews approach public interactions, notifications, concerned residents, ingress & egress concerns during construction. **(Limit response to maximum of two (2) pages)**

Tab 5 – Timely Completion of Projects (20 Points)

- Describe the Contractors' current and recently completed timeliness with FPL projects. Describe how the work was scheduled and communicated with the respective communities to achieve the schedule. Address any delays you may have encountered and how you worked with the communities to mitigate potential delays and achieve the desired goal/schedule. Describe your proposed staffs' ability to accomplish the scope of the project and approach. Include specifically the Contractor's daily ability to handle each aspect of the desired services described herein. Describe how the Contractor plans to maintain a project team member's time in order to ensure sufficient time to complete a project. Provide your current staffing and resources committed to this projects success. **(Limit response to maximum of two (2) pages)**

Tab 6 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. **(See Attachment 1)** The Bid Committee will take the average of all surveys and score as follows:

❖ Average score between 9 – 10	10 Points
❖ Average score between 7 – 8	8 Points
❖ Average score between 5 – 6	6 Points
❖ Average score between 3 – 4	4 Points
❖ Average score between 1 – 2	2 Points
❖ Average score of 0	0 Points

Tab 7 – Price Proposal/Schedule-of-Values (20 Points)

- Complete and provide your Price Proposal/Schedule-of-Values.

Tab 8 – Forms

- Provide the completed and signed forms:
 - ❖ Price Proposal/Schedule-of-Values
 - ❖ Performance Survey Questionnaire
 - ❖ Submitted Proposal Form
 - ❖ Public Entity Crimes Form
 - ❖ Drug-Free Workplace Certification
 - ❖ Conflict of Interest Disclosure Form
 - ❖ Liability & Indemnification Form

6.0 SELECTION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

6.1 Responsiveness and Responsibility

A responsible and responsive proposal will be considered as one which meets or exceeds the RFP specifications and which is submitted by a Contractor capable of performing the requirements as stated in the RFP.

The City Clerk will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; (b) conformance to the RFP instructions regarding organization and format; and (c) minimum requirements to meet eligibility.

The City reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever, and to re-let the RFP at the City's discretion. The City reserves the right to waive any minor non-conformance or irregularities when, in the sole opinion of the City, such waiver or acceptance is deemed to be in the best interest of the City.

After the Proposal Due Date, the City may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Contractor's integrity and capability to perform.

Proposals may be excluded from further consideration and the Contractor will be so advised. No deviations from specifications will be accepted; no alternate proposals will be accepted unless requested in writing. The City may, in its sole discretion, also exclude from consideration any Contractor whose proposal contains a material misrepresentation. Such proposals will be deemed as non-responsive to this RFP.

Proposals that are deemed non-responsive to this RFP will be excluded from any further consideration.

A proposal may be deemed non-responsive for any of the following reasons: Contractor fails to attend mandatory meetings as required by the RFP Documents; Contractor fails to specifically include information required by the specifications; Contractor fails to sign a submitted proposal; Contractor fails to submit a proposal that does not include information specifically required in the RFP Documents. The above is not an exclusive list and the City may deem a proposal non-responsive for other valid causes and lack of responsiveness shall solely be by the determination of the City.

6.2 Disqualification of Contractors

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Contractor and the rejection of its proposal:

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
2. Evidence of collusion among Contractors, or previous participation in collusive bidding or proposing on work for the City;
3. Uncompleted work for which the Contractor is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this RFP if awarded to Contractor;
4. Inconsistencies between the proposals provided by the Contractor
5. Violations of the cone of silence as provided for herein;
6. Familial relation with the City's purchasing agents (City Manager or City Clerk) or public officer (City Councilmember) as provided for in Section 112.313(3), F.S;
7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or

The above listed causes are not an exclusive list, and the City may disqualify Contractors for other valid causes.

6.3 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures:

- Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price. As part of the Bid Committee's review process, the Bid Committee may require proposers to appear at a meeting of the Bid Committee to answer questions relating to their proposals and related materials submitted to the City.
- Bid Committee will conduct a public meeting chaired by the Bid Committee Chairman to discuss the individual scores, and summarize the scores in a ranking matrix to be forwarded to the City Council. Non-voting advisors of the Bid Committee may attend this meeting.
- The Bid Committee will recommend the top three (3) ranked contractors to the City Council, who may be required to provide a presentation at a City Council Meeting. The City Council shall have sole approval authority. Upon request, responsive bidders may be required to provide a presentation at a City Council meeting.
- Upon consideration of all available information, including the Bid Committee's ranking, related materials submitted by or relating to the proposers' proposals and experience, and presentations to the City Council, including proposers' responses to questions posed by the City Council, the City Council may, in the exercise of its discretion over such procurement decisions, rank all responsive proposals using a method such as the following, consistent with the City's Purchasing Manual. Each City Councilmember will rank all responsive proposers on the basis of which proposers will, in the Councilmember's opinion based on all available information, best meet the City's needs for the Undergrounding Project. For example, if there are three responsive proposals, each Councilmember would assign one point to the proposer the Councilmember believes would best meet the City's needs, two points to the proposers that the Councilmember believes is the second-best suited to meet the City's needs, and three points to the proposer that the Councilmember believes is third-best suited to meet the City's needs. The

point scores assigned by the voting Councilmembers will then be added together to yield an aggregate score, with the proposer receiving the lowest points assigned by voting Councilmembers being ranked the best.

- After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that best meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. Accordingly, the City Council will direct City staff to negotiate a contract with the proposer whose proposal is ranked best by the Council. If such negotiations are successful, City staff would bring the resulting negotiated contract to the Council for Council's final approval; if the negotiations are unsuccessful, City staff are to come to the Council with a request to negotiate toward a contract with the second-best ranked proposer. A copy of the respondent's proposal and the RFP including scope of work, will be incorporated and become a part of the contract.

6.4 Proposal Evaluation and Selection

Selection of Short-Listed Contractors will be based upon the following steps and factors:

Elevation Level 1 (Purchasing Requirements Assessment):

- The City Clerk shall review all proposals for conformance with the RFP guidelines, minimum eligibility requirements and detailed submittal requirements. Conforming proposals shall be elevated to Elevation Level 2. The City Clerk or designee will distribute proposals and evaluation criteria to the Bid Committee.

Elevation Level 2 (Bid Committee Scoring)

- The Bid Committee may convene with reasonable public notice to review questions that arise during individual member review of submitted proposals prior to Elevation Level 2 to allow for questions, clarifications, explanations or other discussion to be held before the review of proposals is completed.
- The Bid Committee will review and evaluate all RFP responses. A sequential ranking of all respondents will be developed. The three (3) top-ranking responses will be presented to the City Council for consideration. The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

SCORING:

Evaluation Criteria	Points
Contractor Ability and Experience	20
Contractor Personnel Qualification and Experience	20
Interactions with City and Regulatory Agency Staff	10
Timely Completion of Projects	20
Surveys of Past Performance	10
Price Proposal/Schedule-of-Values	20
Total Points	100

- By the process stated under each corresponding Tab description as set forth in Section 5.2 Proposal Requirements, the Bid Committee shall score each proposal on the following evaluation criteria:
 - Surveys of Past Performance (Tab 6) 10 points
 - Subtotal of Points 10 points
- Each Bid Committee member shall score each proposal on the following evaluation criteria:
 - Contractor Ability and Experience (Tab 2) 20 points
 - Contractor Personnel & Resources (Tab 3) 20 points
 - Interaction with City & Regulatory Agencies (Tab 4) 10 points
 - Timely Completion of Projects (Tab 5) 20 points
 - Price Proposal/Schedule-of-Values (Tab 7) 20 points
 - Subtotal of Points 90 points
- (3) A Bid Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.
- (4) When all Bid Committee members have completed their proposal evaluations, the individual Bid Committee member's total scores for each proposal will be added together to produce a final score for each proposal.
- (5) The City Clerk, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Bid Committee with the proposal receiving the highest points as the highest-ranked proposal.

Elevation Level 3 (City Council Scoring and Award or Selection for Negotiations)

- The top three (3) proposals, as scored by the Bid Committee, shall move on to Elevation Level 3. At Elevation Level 3, the City Council shall, in the exercise of its discretion over such procurement decisions, have three options: (1) individually re-scoring by each Councilmember the top 3 bids in accordance with the same scoring criteria and calculations as specified in Elevation Level 2 and either awarding the bid to the highest ranked proposer or directing City staff to negotiate a contract with that proposer; (2) ranking all responsive proposers on the basis of which proposers will, in the Councilmember's opinion based on all available information, best meet the City's needs for the Undergrounding Project. For example, if there are three responsive proposals, each Councilmember would assign one point to the proposer that the Councilmember believes would best meet the City's needs, two points to the proposer that the Councilmember believes is the second-best suited to meet the City's needs, and three points to the proposer that the Councilmember believes is the third-best suited to meet the City's needs. The point scores assigned by the voting Councilmembers will then be added together to yield an aggregate score, with the proposer receiving the lowest total points assigned by voting Councilmembers being ranked the best or (3) adopting the Elevation Level 2 scoring of the Bid Committee and awarding the contract or directing City staff to negotiate a contract with the highest-ranked proposer as scored by the Bid Committee accordingly. Additionally, the City Council always has the option to reject all bids.

- At Elevation Level 3, the City Council may require in person and/or virtual presentations from the remaining three proposers.
- The City Council shall, using one of the optional methods set forth above, rank the top three proposers in order of preference and then the City Manager shall negotiate in order of preference in accordance with Section 6.5 below.

6.5 Contract Negotiations

After final ranking by the City Council, the City Manager or designee will begin negotiations with the top ranked firm on an agreement developed from this RFP. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked respondent, then City staff will take the next top ranked respondent to City Council for approval and begin negotiations with the next highest rank respondent from the Bid Committee's list until successful negotiations occur, or the respondents on the Council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

6.6 Award of Agreement

The City intends to award the top-ranked Contractor a contract resulting from this competitive solicitation. However, the City is not obligated to make an award under or as a result of this competitive solicitation. The City reserves the right to postpone the award for a period of time not to exceed one hundred eighty (180) days from the Proposal Due Date.

6.7 Posting of Intent to Award

The intent to award a contract to the awarded Contractor(s), if any, will be posted on city website for review by interested parties.

6.8 Protest

Any protest related to this RFP must be in accordance with the City's Purchasing Policy, Purchasing Manual, and any other applicable provisions.

6.9 INSURANCE

The awarded Contractor(s) shall submit to the City Clerk a copy of the Contractor's current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida. Agreement execution by the City will be subject to proof of insurance and subject to acceptance of the types and amounts of coverage by City Clerk.

Proof of insurance coverage shall be submitted with the copies of the Contractor's executed agreement and become a part of the final negotiated agreement.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

The CITY OF DESTIN shall be named as additional insured. The insurer shall agree to waive all rights of subrogation against the CITY OF DESTIN. The RFP number and project title shall be noted on the certificate.

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal. Insurance coverage required from the awarded Contractor(s) shall be provided by or

on behalf of all subcontractors to cover their operations performed. The awarded Contractor(s) shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

7.0 CITY'S RESERVED RIGHTS

- 7.1 To be the judge of the Contractor's qualifications through a Bid Committee comprised of designated City staff or other representatives.
- 7.2 To conduct pre-award discussions with any responsive and responsible Contractors who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Bid Committee.
- 7.3 To request that Contractors modify their proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.
- 7.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
- 7.5 To request additional qualification information.
- 7.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more Contractors to seek an improved understanding of any information contained in a proposal.
- 7.7 To seek clarification from any Contractor to fully understand information provided in a proposal and to help evaluate and rank the Contractors.
- 7.8 To limit and/or determine the actual services to be included in a negotiated agreement with the awarded Contractor.
- 7.9 To obtain information from any available sources for use in evaluating the proposals.
- 7.10 To waive any irregularity in any proposal, or to reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the City to do so.
- 7.11 To accept any proposal as a best and final offer.

8.0 GENERAL TERMS

8.1 Equal Opportunity/Affirmative Action

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment efforts and expects firms that do business with the City to have a vigorous affirmative action program.

8.2 Contractor Affirmation

By submitting a proposal, the Contractor affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Contractor has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Contractor has not sought by collusion to obtain any advantage over other persons or over the City.

8.3 Contractor Development Costs

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Contractor should prepare a proposal simply and economically, providing a straightforward and concise description of the Contractor's ability to meet the requirements of the RFP.

8.4 Code of Ethics

If any Contractor violates or is a party to a violation of the code of ethics of The CITY OF DESTIN or the State of Florida, with respect to this RFP, such Contractor may be disqualified from performing the Services described in this RFP or from furnishing services for which the proposal is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the City.

8.5 Conflict of Interest

Subject to the provisions of Chapter 112, F.S., all Contractors must disclose with their proposal the name of any officer, director, agent, or shareholder who is also an employee of the City. All Contractors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractors firm or any of its branches.

8.6 Disclosure – Advisory Board Member of City

8.6.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the Contractor and must be filed prior to or at the time of submission of the RFP. A copy of the filed disclosure form shall be included as part of the Contractor's response.

8.6.2 Advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

8.6.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

8.6.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the proposal specifications or the determination of the responsible and responsive Contractor.

8.7 Cone of Silence

After the issuance of the RFP by the City, Contractors and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFP with the City, including any Councilmember, member of the Bid Committee, agent of the City, or any employee of the City other than the City's City Clerk (or designee) unless otherwise directed in this RFP. This prohibition begins with the issuance of the

RFP and ends upon the City's posting of award(s) of the resulting agreement. Such communications initiated by a Contractor shall be grounds for disqualifying the offending Contractor from consideration for award under this RFP and/or potentially any future procurement with the City.

8.8 Copyright

The awarded Contractor shall irrevocably transfer, assign, set over, and convey to the City all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the negotiated agreement awarded under this RFP. The awarded Contractor further agrees to execute such documents as the City may request to affect such transfer or assignment.

8.9 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8.10 Contractor's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Awarded Contractor knowingly employs unauthorized aliens, such violation shall be cause for the City's unilateral cancellation of the agreement.

8.11 Mistakes

Contractors are required to examine the RFP Documents. Failure to do so will be at Contractor's risk. The City may, at its sole discretion, waive irregularities in any bid.

8.12 Warranty of Title

The awarded Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the City, no later than the time of payment, free and clear of all liens.

8.13 Obligation to Keep Project Team Intact

Contractors are advised that all firms and key personnel identified in the Step One qualification proposal shall remain on the Project team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the City, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Contractor's control. Unauthorized changes to the Project team at any time during the procurement process may result in the elimination of the Contractor from further consideration.

8.14 Women/Minority Business Enterprise Outreach

The City hereby notifies all potential Contractors that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any request for proposal by the City and will not be subject to discrimination on the basis of race, color, sex, or national origin.

8.15 Trench Safety Act

Contractor acknowledges that the Florida Trench Safety Act, Florida Statute 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction for this project.

Respondent, by submitting a Proposal is, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards as well as the method of compliance.

The Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to review or assess safety precautions, programs, or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute 553.60 cited as the "Trench Safety Act." Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act."

8.16 Florida Licensing

The lead contractor must be licensed to perform work in the State of Florida. Selected Contractor will be required to obtain and document Contractor's licenses prior to execution of a negotiated agreement. Failure to obtain and document the necessary licenses will be grounds terminating negotiation of the agreement.

8.17 Interpretations of Data

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Contractor except for what is provided in the RFP documents or by written addendum.

8.18 Estimated Quantities

When applicable and unless specifically addressed in the RFP, the estimated quantities of work to be done and materials to be furnished under any contract are to be considered as **APPROXIMATE ONLY** and were developed from FPL provided plans and/or communications with respective carriers. Quantities are to be used solely for the comparison of submittals and Contractor shall carefully examine

documents and perform field verifications. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities. Payment to the awarded Contractor will be made in accordance with any resulting contract and it is understood that the quantities may be changed as provided in the RFP documents without in any way invalidating any of the unit or lump sum prices.

INSTRUCTION ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractors submitting a proposal for the solicited RFP. This is accomplished by sending survey forms to past clients. The clients should return the survey forms directly to the Contractor. The Contractor is to include all surveys in their proposal.

SENDING THE SURVEYS

1. The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2 of the RFP and the surveys should correlate to all projects identified under Tab 2. (If more surveys are included then what is requested in Tab 2, the City will only use the surveys identified by projects in Tab 2.)
2. The Contractor is responsible for verifying that its information is accurate prior to submission as part of the proposal.
3. The past client/owner shall evaluate the Contractor and complete the survey.
4. The survey shall contain different projects. The Contractor cannot have multiple people evaluating the same project; however, one person may evaluate several different projects.
5. The past projects can be either completed or on-going.
6. The Contractor shall complete the following information for each client that a survey will be sent:
 - **Client Name:** Name of company or institution that the work was performed for (e.g. Beach School District; City of New Beach)
 - **Contact Full Name:** The first and last name of the person who will answer and complete the survey form regarding the Contractor
 - **Contact Phone Number:** Phone number of the reference (including area code)
 - **Email Address:** Current email address for the reference
 - **Project Name:** Name of the project (e.g. DB Services for X Project)
 - **Cost of Services:** The total cost of DB services
 - **Date Complete:** Date when the services were completed or anticipated to be completed

PREPARING THE SURVEYS

1. The Contractor is responsible for sending out a survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the clients contact information and project information on each survey form for each reference.
3. The Contractor is responsible for ensuring all surveys are completed correctly and included in their proposal under Tab 6.
4. The City Clerk (or designee) may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, no credit will be given for that reference.

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From:		To:	
Company:		Company:	
Phone:		Phone:	
Email:		Email:	

Performance Survey of (project name):	
Cost of Services:	Date Completed:

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	
3. Quality of workmanship	(1 – 10)	
4. Professionalism and ability to manage	(1 – 10)	
5. Close out process	(1 – 10)	
6. Ability to communicate with all staff & applicable parties	(1 – 10)	
7. Ability to resolve issues promptly	(1 – 10)	
8. Ability to follow protocol	(1 – 10)	
9. Ability to maintain proper documentation	(1 – 10)	
10. Ability to offer solid recommendations & solutions	(1 – 10)	
11. Had proper resources and personnel by which to get the project done	(1 – 10)	
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	

Printed Name of Reference

Signature of Reference

CITY OF DESTIN FLORIDA

SUBMITTED PROPOSAL FORM

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

The undersigned Contractor declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Contractor understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Contractor represents that the Contractor accepts, and that this proposal complies with the RFP Documents and that the Contractor has carefully examined the RFP Documents for the designated Services. The Contractor affirms that Contractor is satisfied as to the general nature of the Services; the general character, general quality, and the quantity of the possible materials that may be required; the kind and extent of equipment that generally may be required and other facilities that may be needed for the performance of the Services; the possible conditions and the common difficulties that may be encountered, and all other general and common items which may, in any way, affect the Services or its performance.

The undersigned Contractor proposes, and agrees if this proposal is accepted, that it will contract with the City to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the City as therein set forth.

Under provisions of Chapter 112, F.S., Contractor must disclose with proposal the name of any officer, director, or agent who is also an employee of the CITY OF DESTIN. Contractor must disclose on an attachment entitled "Submitted Bid Conflict of Interest" the name of any City employee who owns, directly or indirectly, a five percent (5%) or more interest in the Contractor's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Contractor's certification of no such employee.

Contractor acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned Contractor understands that the City reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of at least one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Contractor agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned Contractor acknowledges that services to be performed shall conform to all City codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, begin at 6:00 a.m. and run through 5:00 p.m. Monday through Saturday in accordance with City Code, Chapter 130.

(Signature of Contractor)

(Typed name of Contractor)

Doing Business As: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

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 _____

2. This sworn statement is submitted by _____ 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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)

_____ 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.)

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2020, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

END OF SECTION

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

END OF SECTION

**RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 5
CONFLICT OF INTEREST DISCLOSURE FORM**

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER _____

EMAIL: _____

**RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 6
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Contractor's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 7
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 24-01-ENG.
- PHASE I UTILITY UNDERGROUND CONVERSION, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or contractor to the City who has worked on the development of this RFQ, or with any person _____ serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by _____ (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between _____ (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

RFP 24-01-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 8
SCHEDULE OF SUB-CONTRACTORS

The Undersigned CONTRACTOR proposes the following major sub-contractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

<u>Name of Sub- Contractor</u>	<u>Address of Sub- Contractor</u>	<u>License No.:</u>	<u>Task</u>	

Signature: _____

Date: _____

Title/Company: _____

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

CITY OF DESTIN

TECHNICAL SPECIFICATIONS

UNDERGROUND CONVERSION PHASE 1

TECHNICAL PROVISIONS

- | | |
|---------------------|--|
| 1. 57-7 | SURVEY, STAKEOUT & RECORD DRAWINGS |
| 2. 101 | MOBILIZATION |
| 3. 102.1 | MAINTENANCE OF TRAFFIC |
| 4. 104 | SEDIMENT BARRIER, CLEARING & GRUBBING, SIDEWALK RESTORATION |
| 5. FPL-1 | FPL INFRASTRUCTURE |
| 6. CARRIER-1 | CARRIER INFRASTRUCTURE |
| 7. FPL-SL | FPL STREETLIGHT INFRASTRUCTURE |
| 8. CTD-SCHED | CONTRACT DURATION AND SCHEDULE MISCELLANEOUS |
| 9. FPL-P | FPL PLANS & SPECIFICATIONS |
| 10. ATT-P | CARRIER PLANS & SPECIFICATIONS |

TP 57-7
SURVEY, STAKEOUT & RECORD DRAWINGS

Lines, Grades and Construction Surveying - The Contractor shall employ a Florida licensed professional land surveyor satisfactory to the City and Engineer to lay out the work from the benchmarks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the contractor. The work may be checked by the Engineer, and, in the event of discrepancy, his decision shall be final.

No special compensation will be made to the contractor to defray costs of any work or delays occasioned by making surveys and measurements, tests, or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under contract.

In addition, all survey monuments and benchmarks which may be disturbed during construction shall be referenced and replaced by the contractor. All monuments and benchmarks disturbed or destroyed by the contractor or any of his forces through accident or negligence shall be replaced by a Florida licensed professional land surveyor at the contractor's expense.

Protection and Restoration of Property Markers and Survey Monuments - The contractor shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all survey monuments and property markers until locations are witnessed or otherwise referenced by his licensed Florida professional land surveyor, so the said surveyor can restore them in their original location after construction.

Record Drawings/As-Builts - During the entire construction operation, the contractor shall maintain records of all deviations from the plans and specifications and shall maintain "red-lined" record drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was constructed.

These drawings shall conform to each of the individual utility owners being undergrounded as part of this project. Each utility owner shall be provided with their required as-builts/plans meeting their submittal requirements, including but not limiting, standards of drafting/detail, bore logs, shall be neat and legible, and shall be provided to the appropriate utility provider(s) at times as may be required elsewhere in these specifications. Copies of the As-built drawings shall also be supplied to the City for record.

The Contractor shall be required to as-built all FPL related undergrounding work and provide both FPL and the PM/City with completed copies in proper format. This includes necessary plan submissions required for FPL to initiate switching orders and final conversions. The Contractor should be familiar with FPL requirements, including final plan submittals, and shall engage at the start of the project in working with FPL to ensure full transparency with all requirements. There should also be consideration for other submittals that may be required as part of the undergrounding work.

Basis for Payment - The work and all incidental costs specified as being covered under this division will be paid for at the contract lump sum for construction surveying and survey monumentation. Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this division. The work and all incidental costs specified as being covered under this section will be paid for at the contract lump sum for survey, stakeout, as-builts, bore logs & record drawings.

Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this section.

Payment shall be made under:

Item No. 57-7	Survey, Stakeout & Record Drawings	LS
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TP 101 MOBILIZATION

Mobilization shall include all items detailed in Article 101-1 of the Standard Specifications of FDOT's Road and Bridge Construction dated July 2021, except as amended hereinafter. Furthermore, this item shall be inclusive of all related mobilization required for the underground conversion project.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 101.

Basis of Payment - The lump sum quantity for the item of mobilization shall be paid for at the contract lump sum price. Article 101-2.2 of the Standard Specifications is deleted, and the following is added:

The lump sum price for mobilization will be payable with the first month's partial payment except that this initial payment will be limited to 10% of the total contract amount. Any remaining amount will be paid when the value of completed work exceeds 50% of the total contract amount.

Payment shall be made under:

Item No. 101-1	Mobilization	LS
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TP 102.1 MAINTENNACE OF TRAFFIC

The Contractor shall be responsible for a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility efforts/relocations, drop offs within clear zone, pedestrian access, and all work as part of the utility undergrounding project.

Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times. When impacted, the required Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Contractor shall comply with all City Ordinances “Ordinances” for allowable hours of work. The Contractor shall provide written request to extend hours outside of the Ordinance and must be submitted to PM/City in writing for City Manager approval. The Contractor will need City Manager authorization will be provided for any planned work during City events or holidays.

The Contractor shall minimize disruption to sidewalks as practical. Areas of sidewalk impacted and removed to accommodate entry or exit pits and other related undergrounding project work shall be restored. Vehicular traffic and equipment damages to sidewalk will also be the responsibility of the Contractor. Pre-construction video and photo documentation should be performed by the Contractor to confirm pre-existing conditions that support claims that the sidewalk was not impacted by the undergrounding project work. Additionally, Contractor will be responsible to take precautionary measures to avoid damage to existing sewer laterals and make repairs to any damaged due to construction efforts. Furthermore, Contractor shall take video of existing sewer laterals within the work area pre-construction and post-construction and provide a copy to the City. All restoration cost shall be incidental to the cost of the undergrounding work.

All Traffic Control Plans utilized during construction shall be in accordance with the FDOT’s Design Standards and applicable permit requirements. Ingress and egress areas to and from work and staging areas within the limits of the City, including any and all suppliers and subcontractors, will require environmental protection techniques that adequately prevent erosion and debris tracking onto existing roadways in all areas practical. Contractor shall be responsible for immediately addressing and correcting all erosion concerns without impacts to schedule. Any associated costs are incidental to the work.

Contractor shall obtain any required FDOT traffic control permits and/or meet applicable restrictions without impact to City. In addition to FDOT lane restriction requirements, a lane may only be closed during active work periods. Any lane closures must be reported to the local emergency agencies, all applicable agencies, and the PM/City. The Contractor shall develop the Project in a manner that will in no way impede the opening of all lanes of traffic in the event of an emergency. All work within school areas shall be coordinated in advance and meet any requirements.

The Contractor shall also be held responsible for the proper (most updated) MDOT sidewalk & lane closure signs and safety equipment for pedestrians.

The Contractor is advised that the project is located within a hurricane region. Within 30 days after the Effective Date of the Agreement, the Contractor shall submit for PM/City acceptance a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and completed work when a hurricane watch notice for the project area is issued by the United States National Weather Service. In the event of major storms, catastrophic weather events, or other emergency situations, the Contractor shall closely coordinate with the PM/City to ensure the project is in compliance with the accepted preparedness plan and ensure that following the event(s) that resources and personnel actively working prior to the event(s) remain dedicated to the project and support restoration efforts, if needed.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 102.1.

Basis of Payment - The lump sum quantity for the item of maintenance of traffic shall be paid for at the contract lump sum price.

Payment shall be made under:

Item No. 102-1	Maintenance of Traffic	LS
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**TP 104
CLEARING, GRUBBING, RESTORATION,
AND SIDEWALK**

Contractor shall perform clearing and grubbing activities within the alignment of the proposed work areas where applicable and minimize impacts to the fullest extent possible. The clearing and grubbing shall be sufficient to perform work activities and provide access along the corridor for the installation of FPL and Carriers work while remaining as minimally invasive as possible. Contractor shall coordinate with PM/City prior to performing clearing & grubbing activities to clarify and finalize the method of procedure. Restoration shall be, at minimum, to original condition and inclusive to the cost of the items identified as part of this scope.

As part of clearing & grubbing and due to the nature of this work taking place in areas of commercial and residential properties that have existing irrigation systems, the Contractor shall take all reasonable and precautionary efforts to avoid damages. The Contractor shall coordinate and notify adjacent property owners to identify existing systems that may be impacted by the work. The Contractor shall repair irrigation systems damaged during the undergrounding work and notify the property owner of the repair. Any associated costs for irrigation is incidental to the undergrounding work.

In addition to irrigation, the Contractor should make all attempts to avoid impacts to existing landscaping. In areas where impacts to landscaping are unavoidable the Contractor shall identify the potential impact and work with the City and property owner to determine a resolution. The Contractor shall initiate survey of properties with landscaping and irrigation and begin coordination at a minimum of (3) weeks in advance of any work. All coordination efforts shall be documented and discussed with the PM/City during weekly progress meeting.

Method of Measurement - The quantity to be paid for under this section will be linear for sediment barrier, lump sum for clearing & grubbing, and square yard for sidewalk restoration. Copies of all measured areas shall be provided to the City.

Basis of Payment - The quantities, determined as provided above, shall be paid for at the contract unit price as listed in the bid form. The contract unit price per linear foot (LF), turbidity barrier, measured in place, completed, and accepted. Sidewalk restoration shall be paid for at the contract unit price per square yard (SY). The work and all incidental costs specified as being covered under clearing & grubbing will be paid for at the contract lump sum and shall include irrigation repairs.

Payment shall be made under:

Item No. 104-10-3	Sediment Barrier	LF
Item No. 110-1-1	Clearing & Grubbing	LS
Item No. 522-	Sidewalk Restoration	SF

TP FPL INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of this undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination of FPL, Century Link, Cox Communication, and Mediacom construction activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager “PM”/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project. **CONTRACTOR MUST MEET ALL FPL SPECIFICATIONS & REQUIREMENTS.**

The City will require that the Contractor provide a qualified superintendent be available to the project during all work activities. The Contractor shall notify the PM/City in the event of any change to the superintendent 30 days in advance and be required to provide an appropriate substitute having the required skill and experience necessary to supervise field activities. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall also be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of all work to complete the underground conversion, including materials necessary for the work not provided by FPL. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, bore pits, electrical pulls, vaults/handholes/pedestals, connections/tie-ins, equipment, including but not limiting, meter services connections/replacements, capping weather-heads as required, and other related work to satisfactorily complete the undergrounding project in its entirety.

As part of this contract, all work for services connections shall stop at the meters but in some instances may require adjustments or replacements by the Contractor to make required connections. All aerial service drops once removed will require the Contractor to cap existing weather-heads.

The Contractor shall maintain all necessary separation requirements of FPL, carriers and existing utilities. All new infrastructure shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points, switches, transformers, laterals, splice points, service connections, points of service and other related sites.

The undergrounding shall require the Contractor provide scope of services; including but not limiting to, undergrounding all FPL existing aerial primary, secondary, service lines, connections, looping of all existing FPL undergrounded radial areas, existing undergrounding tie-ins, meter connections where applicable, support and coordination with FPL portion of the work, support and coordination with the Carriers facilities and service lines in conjunction with the FPL aerial undergrounding, installation, support and coordination with FPL street lighting infrastructure, coordination and provide effective and costs efficiency in the means and manor of scheduling and construction of all work associated with the undergrounding project, coordination with services for commercial and/or residential properties, parcels affected by the undergrounding, provide as-builts and permit requirements where applicable, and conform to FPL plans, specifications and other requirements as part of this project.

Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, explore all existing utilities for avoidance with new infrastructure and alignment, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with FPL, the PM/City, and Carriers. This includes, but is not limited to, confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor will need to determine required connection points and services and develop a logical sequence of construction that allows a cost-efficient approach to minimize impacts and to

expedite construction for the undergrounding project as well as provide efficiency for the portion of work being performed by the respective utility agencies. Additionally, the Contractor shall provide the PM/City with a detailed approach to the construction with consideration to all work activities for review.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall be responsible for contacting property grounds keepers to identify all private underground utilities not located through Sunshine One Call (811).

The Contractor will be required to ensure the running line for both FPL's new infrastructure and Carriers infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid existing utilities and scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner. See attached water sewer separation clearance requirements.

The Contractor shall ensure that all portions of the work to be performed by the Carriers is successfully coordinated throughout the project to avoid schedule delays.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously, the Contractor coordination and notification shall include full consideration of the Carrier facilities to avoid delays in pole removal.

For cost efficiency and minimal disruption to residents and commercial properties, the proposed duct bank should be placed to avoid interference with property or beautification areas, upon review and acceptable by the PM/City, the duct bank will be diverted to reduce cost and public relations impacts. To the largest extent possible, installation of conduits, structures and other items of work shall be installed on a tangent alignment at a consistent distance from the edge of right-of-way. Exceptions are areas where alignment will need to avoid identified easements, beautification areas, utility apparatuses, signs, signals, and City facilities in which case alignment shall comply with standards for any bends, casing, conduit and fiber optic cable or equipment.

In these areas the Contractor shall transition the conduit run so that transformers, pull boxes, and other related equipment are placed in areas that provide access without obstruction and provide a greater off-set distance from existing pavement while maintaining a gradual transition and desirable bend requirements. The contractor must also coordinate any adjustments or deviations from the FPL design with the FPL PM prior to any adjustments and ensure all minimum standards required by FPL are achieved.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Before the equipment or box pads are set, Contractor shall touch base with the PM or Inspector to be sure equipment is where customer agreed to.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL work for this project, the Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with

notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

The Contractor shall fully coordinate all work with the PM/City and with FPL representative(s) assigned to this project. The Contractor shall field review the FPL work prior to construction for alignment and constructability. The Contractor shall fully cooperate and support the PM/City in obtaining the easements where applicable.

Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the PM/City and to execute the orders or directions of the PM/City, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

The Contractor must have a means to unload/load wire, conduit and equipment off of a flatbed delivery truck at storage sites. Contractor must also have the means to communicate with FPL local warehousemen to pick up any material needed.

The Contractor shall complete the work phase, as defined and accepted, in its entirety that supports and provides efficiency with FPL's portion of the work they are to perform. This shall include providing FPL crews access, ingress and egress, mobilization and other means for the removal of existing aerial facilities, and other work in an expeditious manner. The Contractor will be required to provide the PM/City with project status and engagement efforts with FPL work at each weekly meeting throughout the project.

Method of Measurement - The quantity for FPL related items identified in the bid tabulation table below and for under this section will be the respective unit(s). The quantity for the FPL aerial conversions, underground conversions, meter replacements, and looping under this section will be each as indicated on the bid tabulation. The units listed in the schedule of values are approximate and should be independently verified by the contractor against the plans before performing any work. Any differences should be immediately brought to the attention of the PM with a copy of the findings to the PM/City.

All unit prices for conduit shall include ALL necessary work required for full completion, including but not limiting tie-ins, bore pits, sweeps to equipment, and all other incidental efforts required to successfully perform the installation.

All unit prices for cable shall include ALL necessary work required for full completion, including but not limiting tie-ins, make-ready to equipment, and all other incidentals required to successfully perform the installation.

All unit prices for FPL equipment shall include ALL necessary work required for full completion of the installation, including but not limiting, chambers, vaults, concrete pads, conduit connections, wiring, and all other incidentals required to successfully complete the full installation(s).

All unit prices for splice box, handholes, or vaults shall include all necessary work required for full completion of the installation and conduit connections.

All meter box connection work shall include all the necessary efforts to connect new underground service to the existing meter. This shall include capping existing weatherheads safely above the roof. Notifying the property owner and scheduling an acceptable time for the required outage.

Easement coordination shall include assisting PM with confirming the placement of the equipment and identifying any conflicts within 45 days of NTP, assisting with the notification of property

owners in advance of the work (minimum 30-day notification), and scheduling the work with the property owner.

Switching Coordination shall be the full responsibility of the Contractor. This includes the Contractor providing all FPL required redlines, as-builts, drawings, bore logs, and all other details and providing the required documentation in an expeditious manner. The Contractor shall provide a detailed report to the PM during this process on a weekly basis identifying the status.

Basis of Payment -

The per each quantity for FPL related items identified below shall be paid for at the contract unit per item. Said per each unit item shall include the actual units required and documented recording of the field measure units where applicable. All unit cost shall include all related cost to perform the entire work. This shall also include the safe storage, tracking, and coordination with FPL for all related materials. Payment shall be made under:

III. FPL INFRASTRUCTURE	DESCRIPTION	APROX QNTY	
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA
FPL -635-HH-1	FPL 30" Handhole / Above Ground Pedestal	55	EA
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA
FPL - PED-1	FPL 3-Phase Pedestals	14	EA
FPL-635-WH-1	FPL Meter Box Connections	275	EA
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS

TP CARRIER INFRASTRUCTURE

As part of this undergrounding project, Contractor shall be experienced and able to perform all aspects of the required conduit installation for the Carriers. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination with Cox Communication, Century Link, and Uniti in conjunction with the FPL underground conversion activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

The Contractor shall coordinate each of the Carrier work plans and consolidate the conduit installation for ultimate cost and schedule efficiencies. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of conduit installation to the respective carriers where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall maintain all necessary separation requirements in consideration of all work as part of the project. Installation shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points. Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with all Carriers and other existing utilities. This includes but not limited to,

confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) – The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor will be required to ensure the running line for the new conduit infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner.

The Contractor shall ensure that all portions of the work to be performed by Cox Communication, Century Link, and Uniti is successfully coordinated throughout the project to avoid schedule delays. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month. The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month.

The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. For a large part, the Carriers will provide the conduit and the Contractor will install the provided conduit via directional bore providing acceptable sweeps at certain points along the project. In some instances, the Contractor will be required to provide and install the conduit. The Contractor, and in coordination with the respective Carriers, shall identify and stake out the locations where the proposed conduit access points/sweeps where the Carriers will need to install their fiber, coax, pedestals/vaults, equipment. Following the completion of the Contractors conduit installation, the Carriers will perform the installation of their facilities and perform aerial wreck-out.

The Contractor shall provide a minimum 30-day notification to the Carriers and the PM/City for work completed. The Contractor shall coordinate the Carriers portion of the work to align with the FPL pole removal in an expeditious manner. The Contractor coordination and notification shall include full consideration of all Cox Communication, Century Link, and Uniti facilities to avoid delays in pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the Carriers required minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, Century Link requirements, Cox Communication requirements, Uniti requirements, Uniti requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all Carrier work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any

constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of Carrier conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for Carrier provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF). The linear quantity for Contractor provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

IV. CARRIERS	OPTIONAL BID ITEMS		
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE "Uniti" Fiber (Install)	17,000	LF
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE "Century" Link (Install)	17,000	LF
CONDUIT-01	(1) 2" Conduit HDPE (Furnish)	18,500	LF
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF
CARRIER-COORD	COORDINATION	1	LS

TP FPL STREETLIGHT INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of the conduit installation for FPL streetlighting and as part of the undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of FPL streetlight conduit installation where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously and to avoid delays in FPL pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depth for streetlighting conduit and meet FDOT depth requirements when in the Departments rights-of-way and as applicable.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work.

This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, UnitiFiber requirements, Century Link requirements, Cox Communication requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL Streetlight work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of FPL streetlight conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for FPL streetlight conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

-

FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-SB	Install 24"x16" Splice Box	EA
FPL-SL-COORD	COORDINATION	LS

TP CONTRACT DURATION AND SCHEDULE MISCELLANEOUS

Description

The Contractor shall establish the contract duration for this task assignment for the FPL undergrounding. In no event shall the contract duration exceed 550 calendar days for this assignment, regardless of if other task assignments related to the undergrounding are being performed concurrently by Contractor. The Contractor shall provide a schedule supporting the proposed contract duration for this task assignment and shall identify the work activity durations provided are based on calendar days or working days. The Proposed Contract Time (PCT) reflected may be amended if delays associated with other City work creates reason for a time extension outside the Contractor's control.

The Contractor shall submit a baseline project schedule which supports the established contract duration. The Contractor's schedule shall include all undergrounding work in a logical sequence and in full consideration of all FPL

related work for this task assignment.

The Contractor shall maintain a current project schedule and submit schedule updates each month at estimate cut-off. Changes to schedule logic must be submitted to and accepted by the PM/City prior to incorporation into any monthly update.

If delays are encountered by the Contractor, non-compensable time may be granted if the Contractor can demonstrate to the PM/City that the efforts were properly coordinated and proven outside their control. All potential delays shall be immediately presented to the PM/City in writing within (7) days of impact to schedule. A preliminary request for an extension of contract time must be submitted in writing to the PM/City within ten calendar days after the commencement of a delay to work items associated with this task assignment. If the Contractor fails to submit this required preliminary request for an extension of contract time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of contract time for that delay. Each request for an extension of contract time shall include as a minimum the commencement date of the delay, the cause of the delay, and the item of work affected by the delay.

The Contractor shall provide any such delay with a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not work items specific to this undergrounding project.

Request for a contract time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to contract time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a contract time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a contract time extension, with or without a detailed cost analysis, depriving the City of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of contract time or additional compensation for the delay.

When Contractors leave any equipment overnight on-site, All Contractor's equipment shall be properly placed where it will not be a hazard to the driving or walking public. The equipment will be properly safety taped/coned and secured.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below at a minimum:

- Materials Quality Tracking

- Long Lead Item procurements
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Maintenance of Traffic
- Permitting
- Utility Coordination
- FPL Scheduled Work
- Carrier Scheduled Work
- FPL Streetlighting Work

All work shall require close coordination with all respective stakeholders and allowances for work when required, including connections, by others and shall be included in the schedule. The schedule shall be fully integrated to achieve final completion within the maximum contract duration time. The Contractor is responsible for planning the work in a manner that properly considers all project elements, the need for continued service, and the final schedule for completion.

The Contractor will be responsible for notifying the Owner as sections are completed and submit required final as-builts upon section completion. The Contractor shall provide updated “as-built” plans reflecting the final conditions as the work is completed.

The Contractor shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of City, FDOT, local governments, or other regional and state agencies.

The Contractor shall anticipate periodic meetings with PM/City personnel and other agencies for construction issues. Upon issuance of NTP Contractor shall initiate specific meetings with each stakeholder to discuss construction and design elements with the PM/City present. These meetings may include:

- Technical issue resolution
- Stakeholder coordination meetings
- Weekly progress meetings
- Easement coordination
- Local government and Utility agency coordination
- Schedule

During construction, the Contractor shall meet with PM/City on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week. The Contractor shall, on a bi-weekly basis, provide written progress reports that describe the items of concern and the work performed on each scheduled task. The Contractor shall provide all support necessary to hold various public meetings,

which may include:

Public Information Meetings, meetings with elected and appointed officials, and meetings with special interest groups (private groups, homeowner associations, environmental groups, minority groups and individuals)

The Contractor shall attend meetings as requested by the PM/City for the term of the contract to support the public involvement program. Meetings to provide updates to parties interested in the construction of the project will be publicly advertised and will take place at City Hall.

The Contractor shall provide all technical assistance, data and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials to keep them informed as to the progress and impacts the proposed project will create. This includes workshops, information meetings, and public hearings. The Contractor shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the PM/City's Project Representative.

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, drawings, as-builts, and other services furnished under this contract. The Contractor shall describe how the check and review processes are used to document and that required procedures are followed. The Contractor shall, without additional compensation, correct all errors or deficiencies in the work associated with this task assignment.

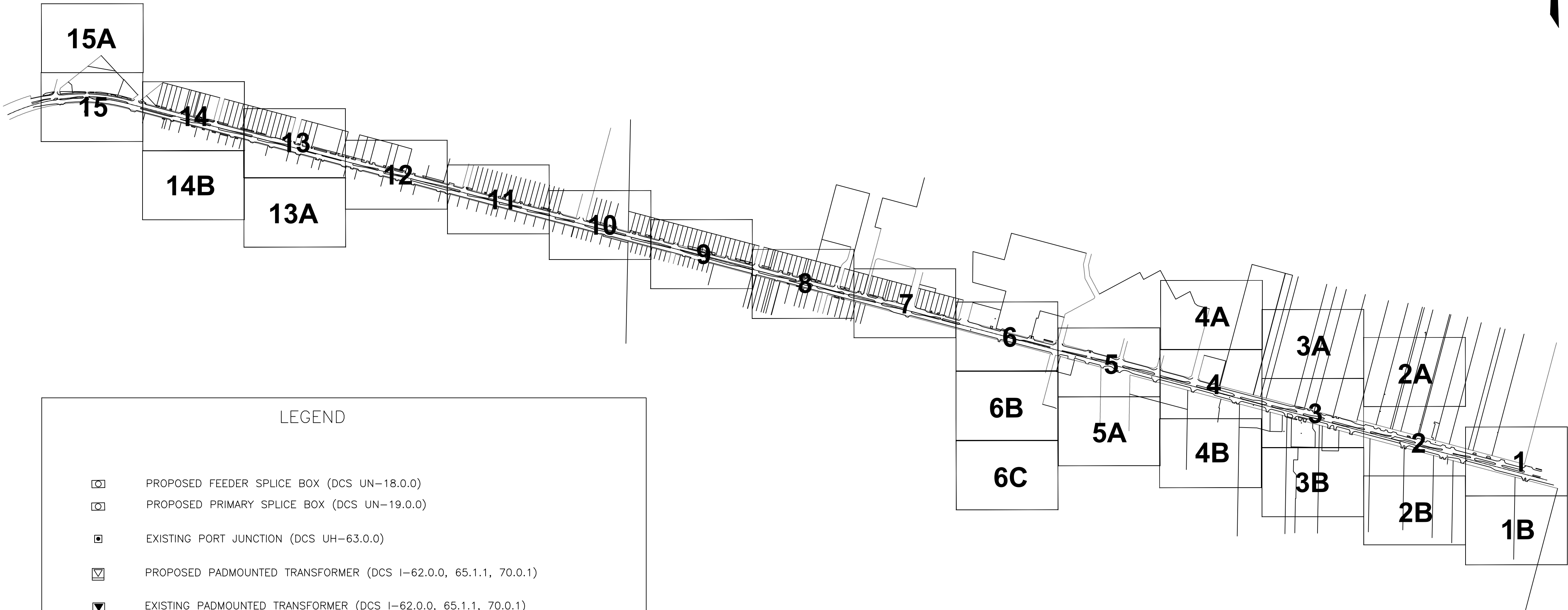
Price Proposal/Schedule-of-Values

City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS		
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
				SUBTOTAL	
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF		
110-1-1	Clearing & Grubbing	1	LS		
120-6	Sidewalk Restoration	12,000	SF		
				SUBTOTAL	
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF		
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF		
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF		
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF		
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF		
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF		
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF		
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA		
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA		
FPL-635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA		
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF		
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF		
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF		
FPL-635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA		
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA		
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA		
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA		
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA		
FPL - PED-1	FPL 3-Phase Pedestals	14	EA		
FPL-635-WH-1	FPL Meter Box Connections	275	EA		
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA		
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA		
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA		
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA		
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA		
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA		
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS		
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS		
				SUBTOTAL	
IV. CARRIERS					
OPTIONAL BID ITEMS					
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF		
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF		
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF		
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF		
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF		
CARRIER-COORD	COORDINATION	1	LS		
				SUBTOTAL	
V. CARRIERS					
FPL STREETLIGHT INFRASTRUCTURE					
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-SB	Install 24"x16" Splice Box	150	EA		
FPL-SL-COORD	COORDINATION	1	LS		
				SUBTOTAL	
VI. BOND					
BOND-001	BONDING	1	LS		
				SUBTOTAL	
SUMMARY					
I. GENERAL					
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
III. FPL INFRASTRUCTURE					
IV. CARRIERS					
V. FPL STREETLIGHT INFRASTRUCTURE					
VI. BOND					
SUBTOTAL					
AWARD: Base Bid Total =					\$
Written in Words: _____					

					\$

WR 11341323 - CITY OF DESTIN CONVERSION - UG FOR CONSTRUCTION



LEGEND

- PROPOSED FEEDER SPLICE BOX (DCS UN-18.0.0)
- PROPOSED PRIMARY SPLICE BOX (DCS UN-19.0.0)
- EXISTING PORT JUNCTION (DCS UH-63.0.0)
- PROPOSED PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
- EXISTING PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
- EXISTING OPEN WYE-OPEN DELTA TRANSFORMER (DCS I-68.0.2)
- PROPOSED PADMOUNTED DISCONNECT SWITCH (DCS C-32.0.1, 32.0.2, 32.0.3)
- EXISTING SOLID BLADE SWITCH (UH-20.0.0 F1)
- PROPOSED DISCONNECT SWITCH (UH-15.3.1)

TWNP:00S. RNG:00E. SEC:00 QTR:_____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY	C. OCHOA	CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
Initials		Foreman's Signature		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY	C.OCHOA	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE	11/14/22	
Supervisor's Signature		Date		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		CITY		DR. DIST.	COUNTY AIR		STATE RD	FAA	
Foreman's Signature		Date		Posted by		WMD		RR XING	COUNTY RD.	TRANSM.			
						Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐					
												DWG NO. GP	
												WR:11341323WRD011-34-323	

GENERAL NOTES:

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

CONSTRUCTION NOTES - WR# 11341247

REQUIRED DRAWINGS
FOR CONSTRUCTION NOTES SEE DWG#

COORDINATE WITH:
WR 11341326 - OH FDR Hardening
WR 11341335 - OH Equivalent
WR 11341340 - OH Make Ready
WR 11341346 - OH Removal

STANDARD NOTES
ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRIC MARKER (XXX') DENOTED CABLE PULL DISTANCE
UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
INSTALL NEUTRAL BOND FOR COMMUNICATIONS COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S., G-11.0.0
GENERAL GROUNDING, GUYING AND U-GUARD NOTES:
- U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES - USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES - USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION. FOR SHORTER SECTIONS, USE AT LEAST 6 TAPCON FASTENERS.
- BACK PLATE (UH-14.0.1) REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES)
- GUYING (DCS D-2.0.0) - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
- RISERS (DCS G-10.1.0 AND G-10.2.0) - BOND ALL METAL RISER CONDUITS ON POLES.
- GROUND RODS (DCS G-3.0.1) - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ADDITIONAL CONSTRUCTION NOTES

LOC 1.4:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 1.5:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON N. QUAD OF POLE

LOC 3.4:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 2
- INSTALL 1-5" U-GRD ON S. QUAD OF POLE

LOC 4.8:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 8.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 17.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 23.2:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 24.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 33.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. FACE OF POLE

LOC 40.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 47.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 57.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 62.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 61.7:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 65.1:

- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

PME DEADFRONT PAD MOUNTED SWITCHGEAR
PME-9
- INSTALL 15KV PME-9 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 30, 34, 35, 39, 40, 42, 44, 45, 47, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 65, 66, 67, 68, & 69

PME-11
- INSTALL 15KV PME-11 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 1, 6, 7, 13, 17, 18, 33, 62, 63, & 64

3PH 1200KVAR PAD-MOUNTED CAPACITOR BANK
- INSTALL 15KV 200A 95KV BIL 1200KVAR PAD-MOUNTED CAPACITOR BANK PER DCS J-4.0.0
- INSTALL CONCRETE PAD PER UX-108.0.0
LOC 34.1, 44.8, 59.7, & 64.1

SINGLE PHASE PMTX
- INSTALL ALL SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS (25KVA TRHOUGHT 75KVA) PER DCS I-65.1.1
- INSTALL ALL 100KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-65.0.1
- INSTALL ALL 167KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-62.0.1
- INSTALL ALL CONCRETE PADS PER UX-117.0.0

NEW 25KVA PMTX:
LOC 1.3, 4.1, 4.2, 4.7, 5.7, 5.9, 6.4, 9.1, 10.2, 11.1, 12.1, 13.1, 15.2, 16.2, 20.2, 25.7, 25.8, 34.6, 34.14, 34.16, 42.1, 47.11, 47.15, 51.1, 54.1, 54.2, 54.3, 54.4, 54.7, 56.8, 59.2, 61.9, 64.2, 64.3, & 64.4

EXISTING 25KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.4, 34.3, 34.12, 34.13, 34.16, & 56.12

EXISTING 37.5KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.3

NEW 50KVA PMTX:
LOC 25.3, 25.4, 26.1, 26.4, 26.7, 26.8, 34.9, 39.1, 39.2, 39.6, 42.2, 44.6, 47.5, 47.9, 58.1, 59.3, 61.5, 61.7, & 61.11

EXISTING 50KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.15

NEW 75KVA PMTX:
LOC 26.9, 44.2, 47.4, 56.2, & 61.1

EXISTING 75KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 25.2, 25.5, & 59.2

NEW 100KVA PMTX:
LOC 34.17, 44.1, 56.15, & 61.3

EXISTING 100KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 51.4, 56.6, 56.7, & 56.11

NEW 167KVA PMTX:
LOC 39.4

EXISTING 167KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.3, 39.3, & 51.3

3 PHASE OPEN DELTA PMTX
- INSTALL ALL 3PHASE OPEN DELTA DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-68.0.2
- INSTALL ALL CONCRETE PADS PER UX-115.0.0

EXISTING 25/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.19

EXISTING 37.5/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 5.3

NEW 50/25KVA OPEN DELTA PMTX
LOC 5.1, 11.2, 42.4, 44.4, & 59.1

EXISTING 50/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.4

NEW 50/50KVA OPEN DELTA PMTX
LOC 54.6 & 61.5

NEW 75/25KVA OPEN DELTA PMTX
LOC 34.7 & 39.5

EXISTING 75/37.5KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.5

NEW 75/50KVA OPEN DELTA PMTX
LOC 10.1

NEW 100/25KVA OPEN DELTA PMTX
LOC 47.2

NEW 100/50KVA OPEN DELTA PMTX
LOC 42.3

NEW 167/25KVA OPEN DELTA PMTX
LOC 44.5

3 PHASE PMTX
- INSTALL ALL 3PHASE DEADFRONT LOOP STYLE PADMOUNTED TRANSFORMERS (75KVA THROUGH 750KVA) PER DCS I-70.0.1
- INSTALL ALL CONCRETE PADS PER UX-114.0.0

EXISTING 3 PHASE 112KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.2 & 47.6

NEW 3 PHASE 150KVA (120/208V)
LOC 5.8, 11.9, 16.1, 20.1, 26.2, 26.6, 26.11, 34.8, 44.3, 47.8, 54.5, 58.4, & 61.2

NEW 3 PHASE 150KVA (277/480V)
LOC 6.3

EXISTING 3 PHASE 150KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 11.4, 39.7, 47.13, 47.14, & 56.13

EXISTING 3 PHASE 225KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.6, 5.4, 6.1, 6.6, 10.4, 44.7, 47.25, 58.2, & 59.4

NEW 3 PHASE 300KVA (120/208V)
LOC 26.3, 26.5, 56.1, 59.6, & 61.4

EXISTING 3 PHASE 300KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.5 & 56.21

NEW 3 PHASE 500KVA PMTX (120/208V):
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 6.2

EXISTING 3 PHASE 500KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.4, 5.12, & 11.7

EXISTING 3 PHASE 750KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.5, 5.6, 22.4, & 51.5

EXISTING 3 PHASE 1000KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 1.1, 2.1, & 11.5

SPLICE BOX INSTALLATION
NEW 5'X10' FEEDER SPLICE BOX
- INSTALL ALL 5'X10' FEEDER SPLICE BOXES PER DCS UN-18.0.0
- INSTALL 1K-1K STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.9, 12.01, 14.01, 18.01, 22.6, 23.1, 63.01, 64.01, & 67.01

NEW 48" PRIMARY SPLICE BOX
- INSTALL ALL 48" PRIMARY SPLICE BOXES PER DCS UN-19.0.0
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 1.2, 2.2, 2.21, 4.41, 5.2, 5.5, 5.13, 5.31, 5.71, 6.5, 6.21, 9.2, 10.3, 11.3, 11.6, 11.8, 11.11, 11.41, 11.81, 12.2, 13.2, 15.1, 15.6, 15.31, 19.1, 19.2, 20.4, 22.1, 22.5, 22.25, 25.1, 25.6, 34.31, 39.8, 47.3, 47.7, 47.12, 51.2, 51.6, 56.3, 56.4, 56.9, 56.14, 56.17, 58.3, 59.5, 64.21, 67.2, 68.1, 69.1, & 69.2

EXISTING 48" PRIMARY SPLICE BOX
- TIE INTO EXISTING PRIMARY SPLICE BOX
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.3, 4.6, 5.11, 34.11, 56.16, & 56.18

EXISTING ABOVE GROND PEDESTAL
-TIE INTO EXISTING ABOVEGROUND PEDESTAL
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE PEDESTAL
LOC 14.1, 15.5, 66.1, 67.1, & 69.3

COMMERCIAL SVC SPANS
-CUSTOMER TO TRENCH/BACKFILL AND INSTALL CONDUIT, FPL CABLE AND METER CAN. ONCE ELECTRICAL INSPECTION OF NEW METER CAN IS COMPLETED BY CUSTOMER, FPL TO MAKE CONNECTIONS AND TAP UP SERVICE.
-ALL SPANS IN 2" CONDUIT UNLESS OTHERWISE NOTED

TWNP: 00S_ RNG: 00E_ SEC: 00_ QTR: _____

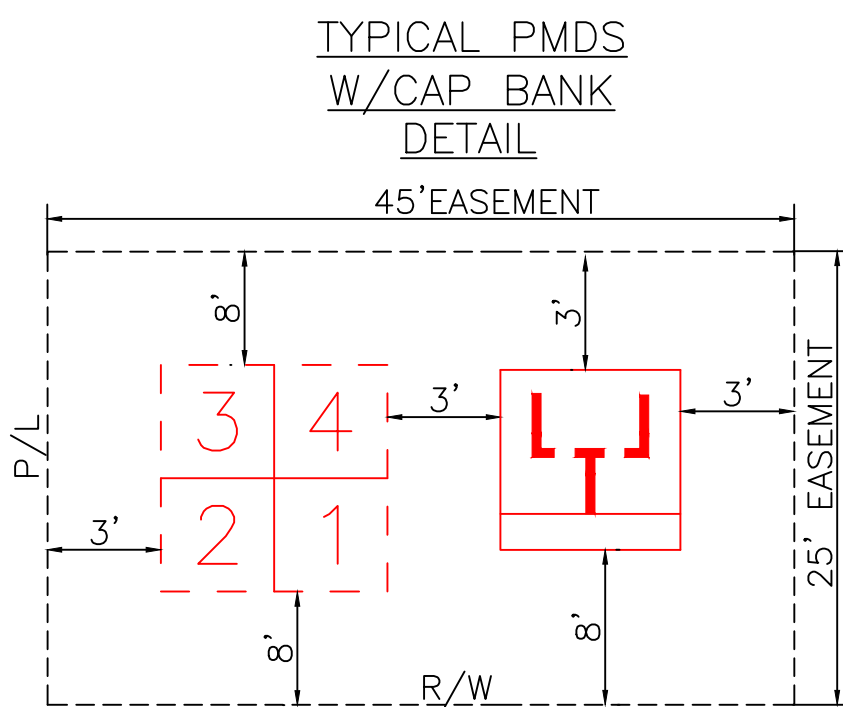
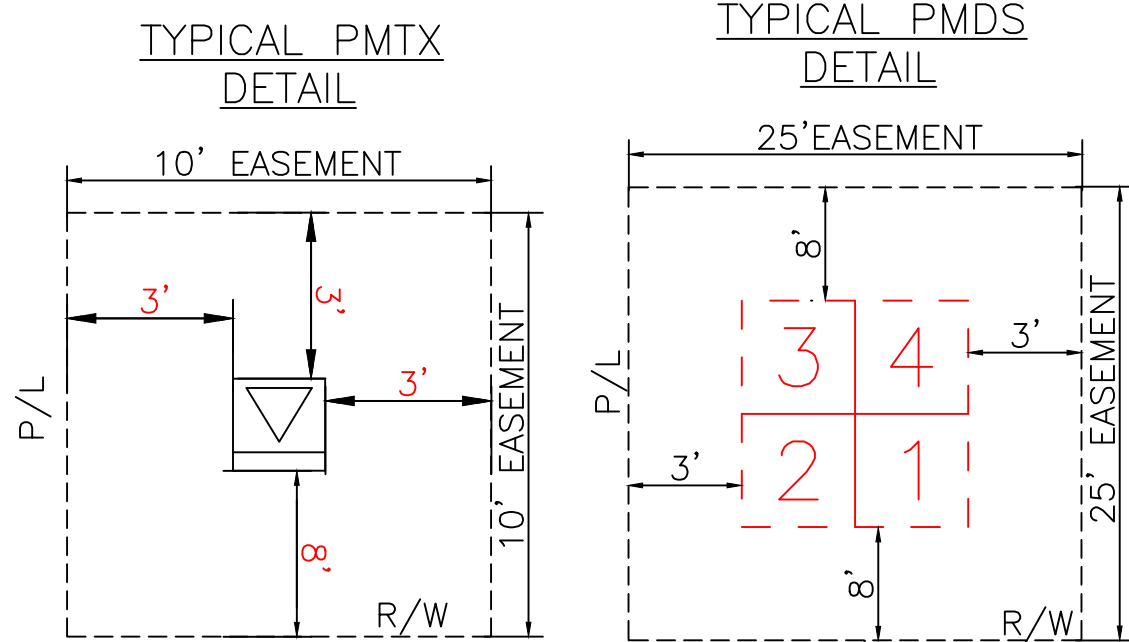
AS—BUILT COPY		AS—BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY—90 DESTIN/OKALOOSA, FL				
Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY						
Job CERTIFIED COMPLETED as shown on this AS—BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE						
Supervisor's Signature Date						CITY		DR. DIST.	COUNTY		AIR	STATE		RD	FAA	MAP NO.	—
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						WMD		RR	XING		COUNTY	RD.		TRANS.			
Foreman's Signature Date						Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		DWG NO. GP					
													0 20 40 80 FEET		WR: 11341323 WR: D0113 — 41 — 323		

CAD NAME: NO—NAME

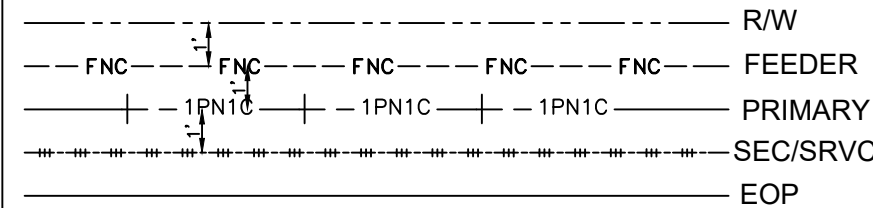
PLOT TIME: 00:00:00

PLOT DATE: 00/00/00

LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 1B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
	WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	

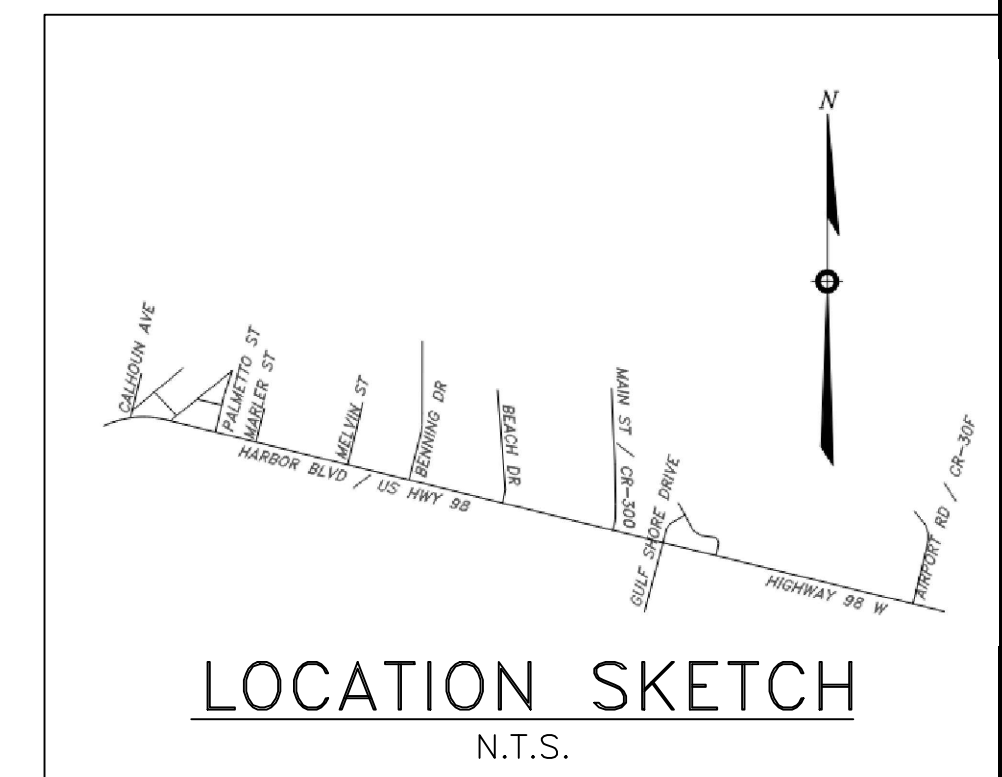
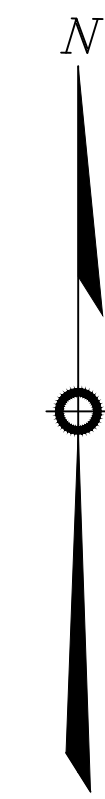
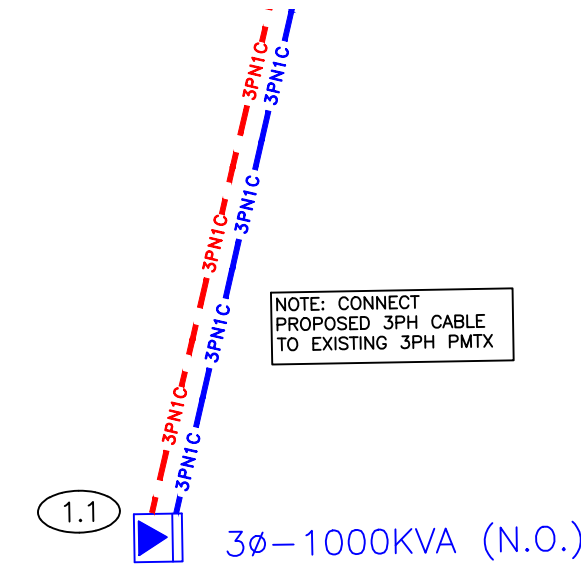


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

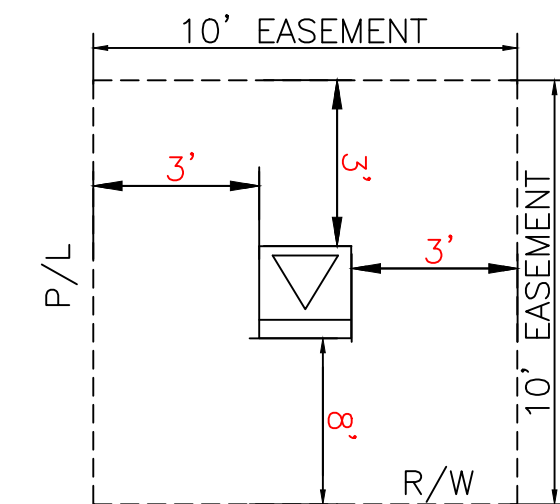
W/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL
DWG NO. PAGE 1
WR: 11341323 WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 1

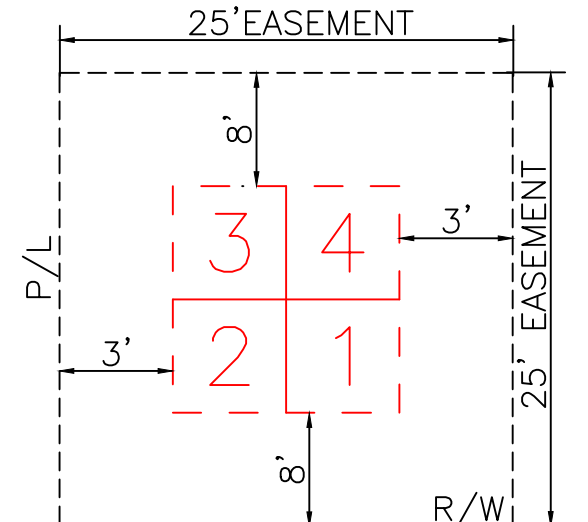
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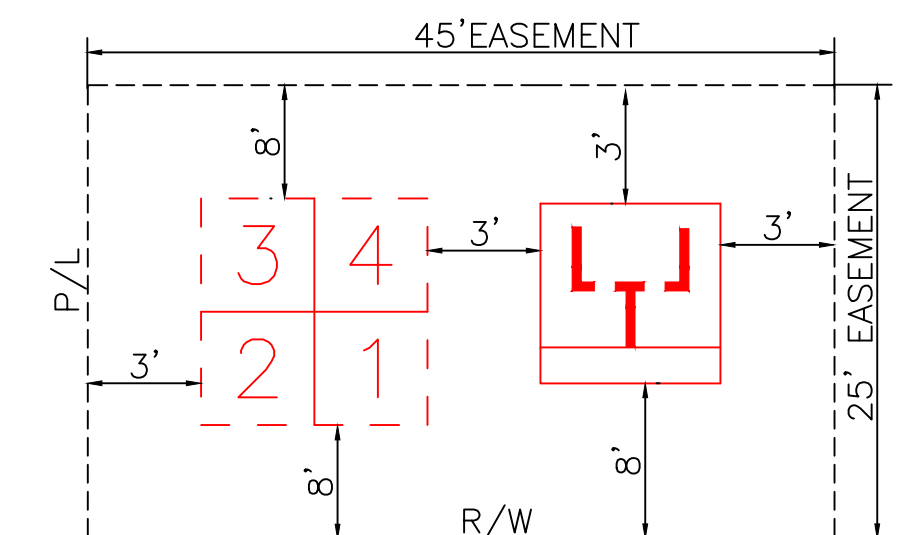
TYPICAL PMTX
DETAIL



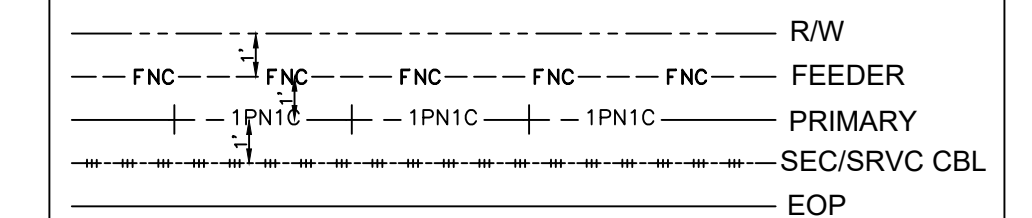
TYPICAL PMDS
DETAIL



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

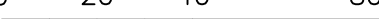
EASEMENTS REQUIRED

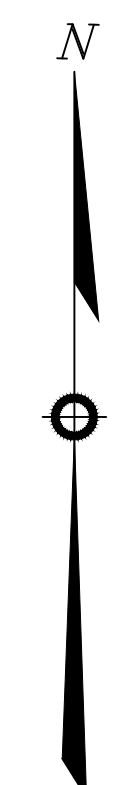
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials _____ Crt. Date _____		Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/State? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet _____		Duct Bank Feet _____	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		FOR FPL RECORD		CITY DR. DIST.		COUNTY AIR STATE RD FAA	
Foreman's Signature _____ Date _____						WMD RR XING		COUNTY RD. TRANSM.	
Posted by _____				Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			



DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
DRAWN BY		
DATE		
MAP NO.	-	
0 20 40 80  FEET		DWG NO. PAGE 1B WR-113413233 WR-D0113 - 41 - 323



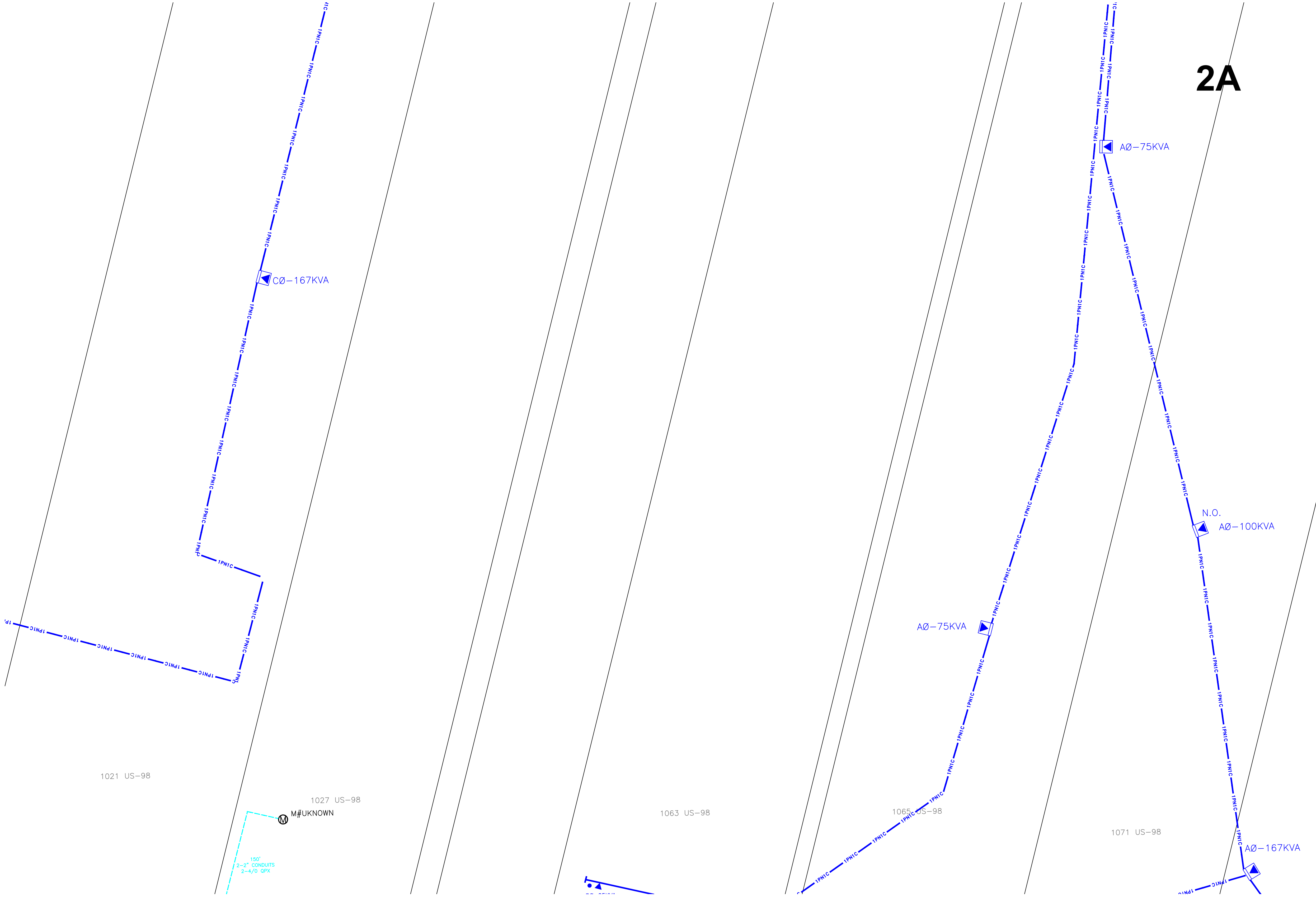
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(N.T.S.)

----- R/W
----- FEEDER
----- PRIMARY
----- SEC/SRVCS CBL
----- EOP

M/A: NW	
CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 2
WR: 11341323	WR: D0113 - 41 - 323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

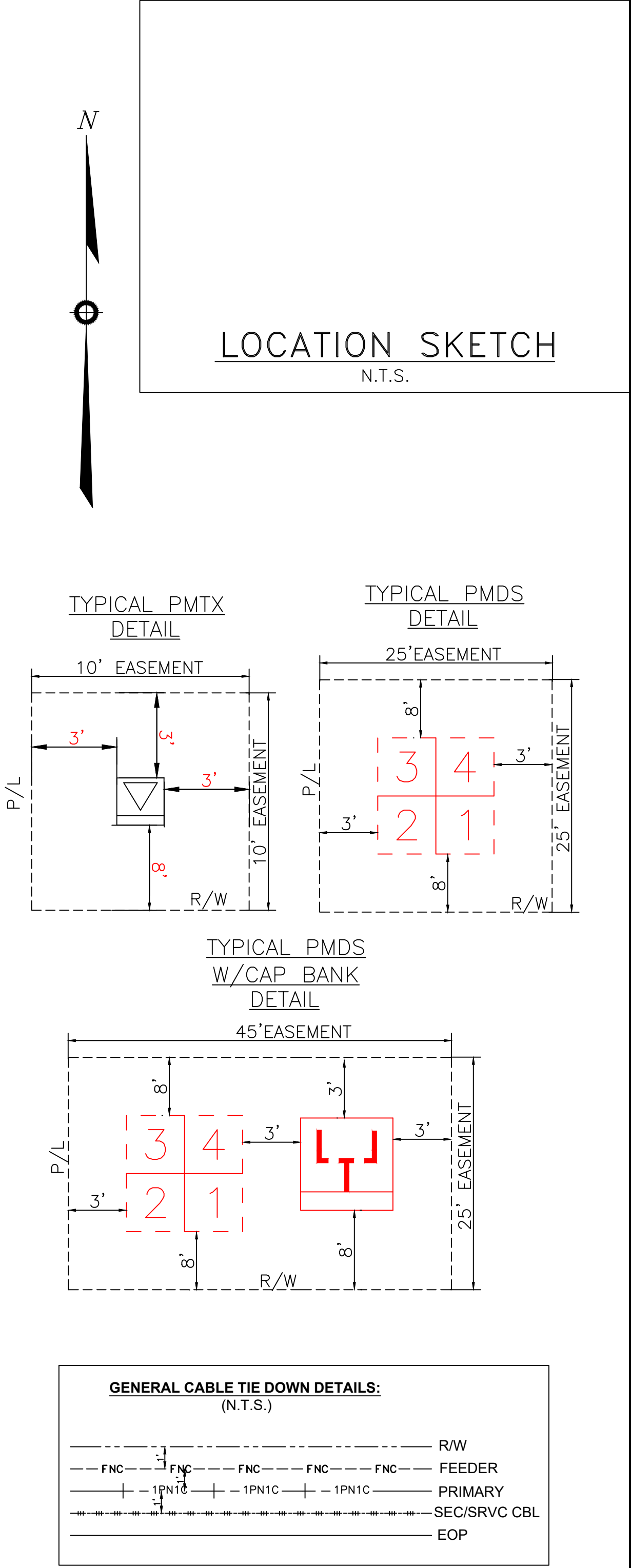
☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



FOR CONTINUATION SEE PAGE 2

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.



REFERENCE DWG's

TWNP: 00S RNG: 00E SEC: 00 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature _____ Date _____	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature _____ Date _____	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
		PERM CITY	DR. DIST.	COUNTY AIR	STATE RD
		PERM WMD	RR XING	COUNTY RD.	TRANS.
Posted by		Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐

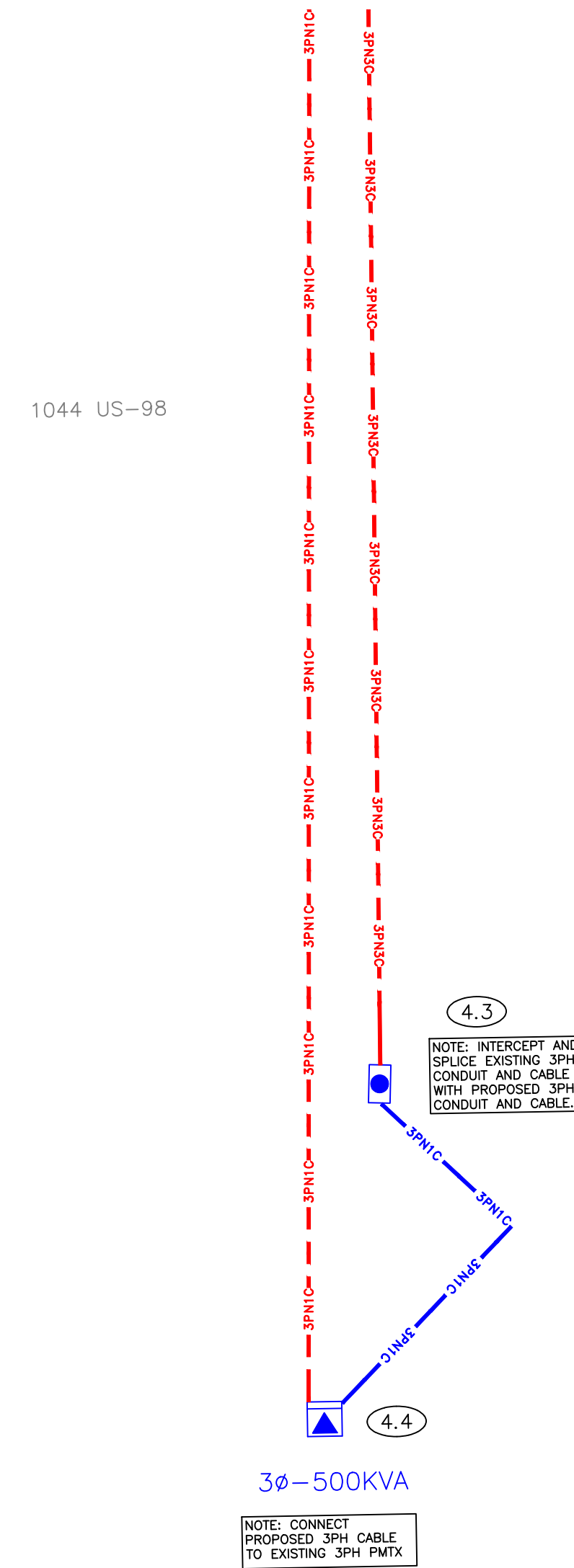
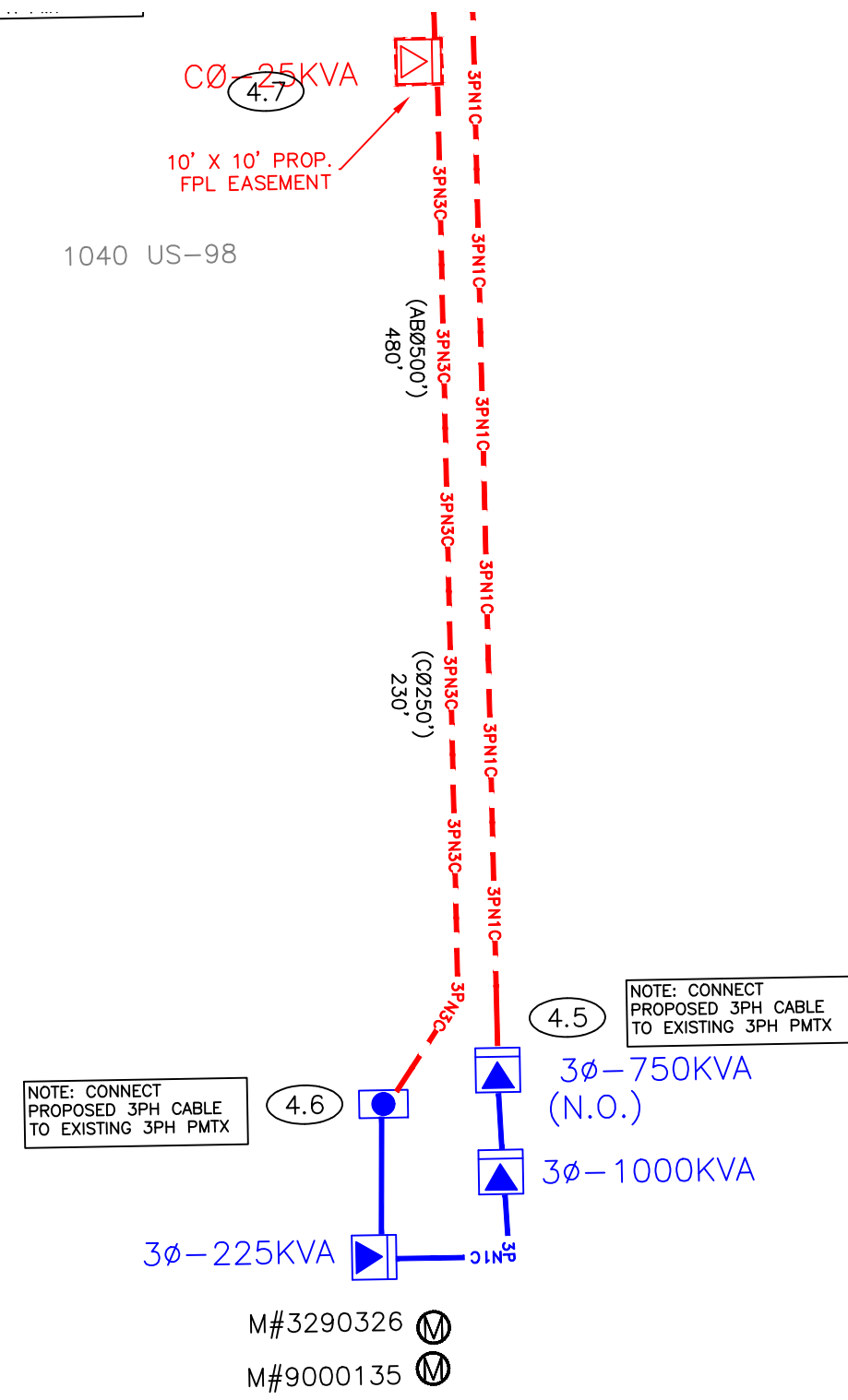
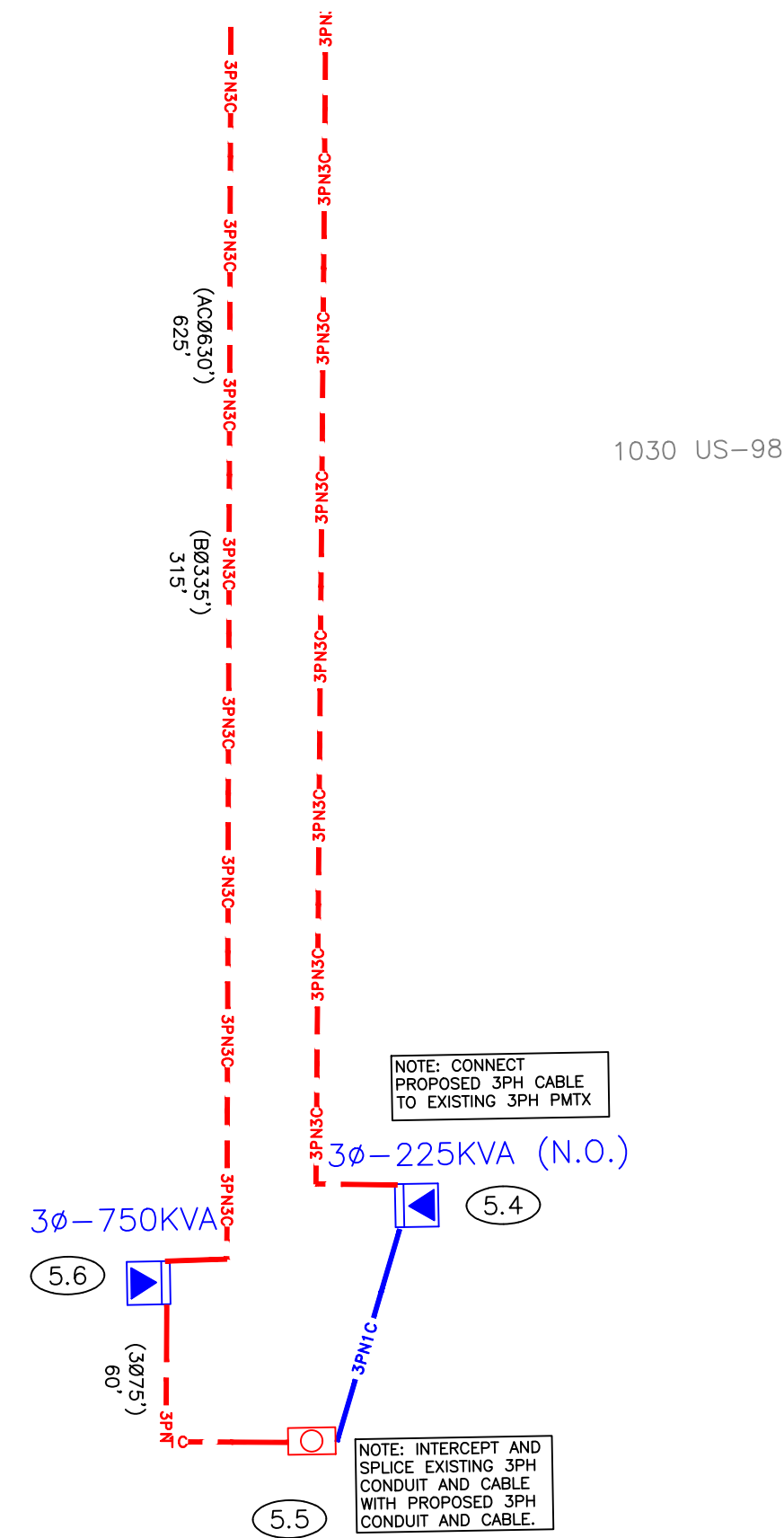


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-

0 20 40 80
FEET

M/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 2A
WR: 11341323	WR: D0113 - 41 - 323

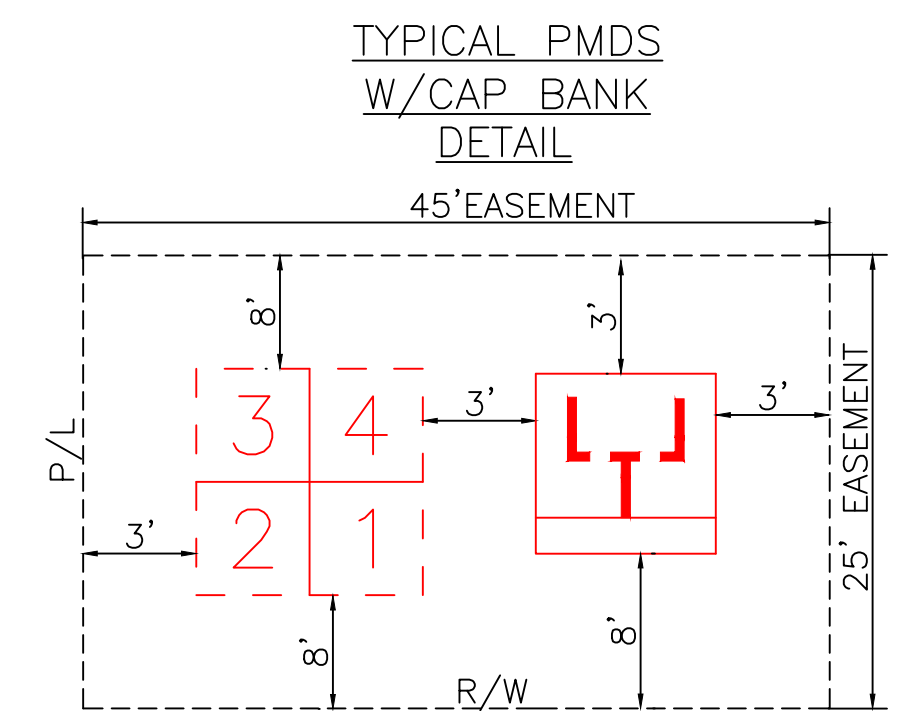
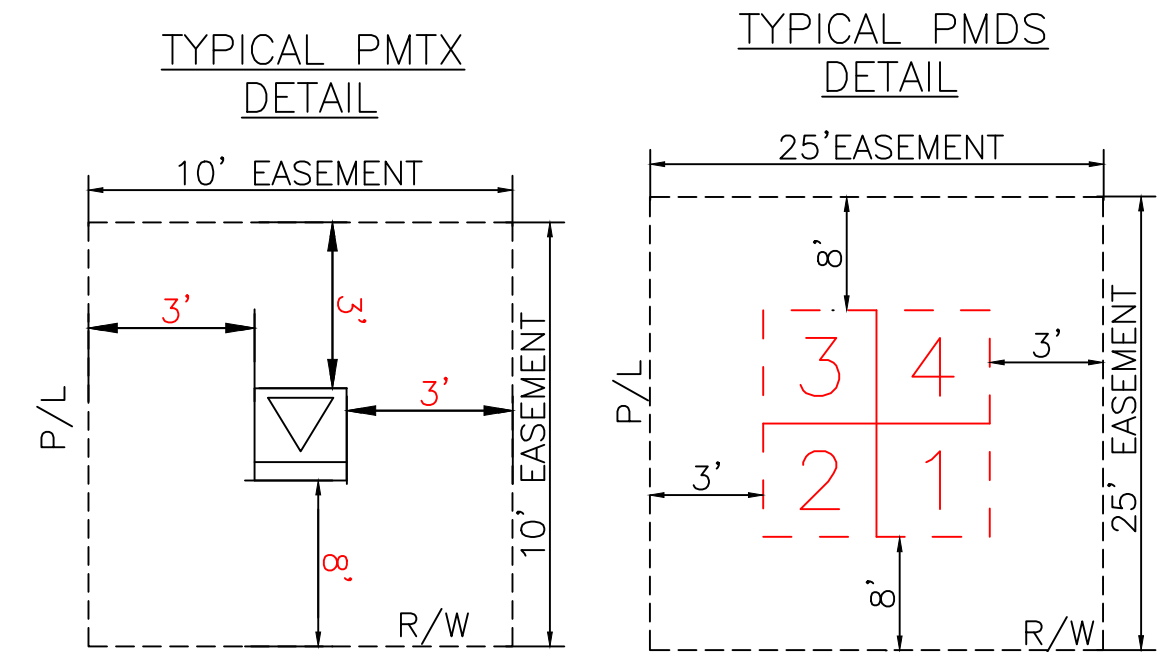
FOR CONTINUATION SEE PAGE 2



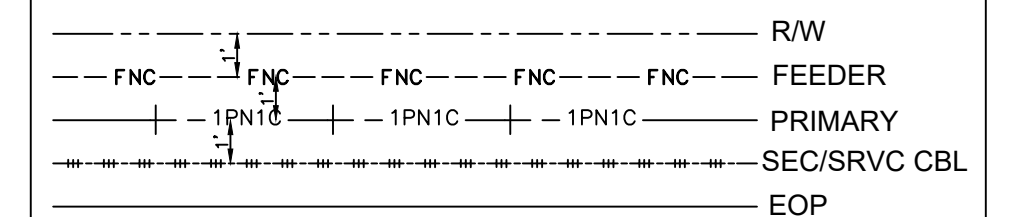
2B

LOCATION SKETCH

N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

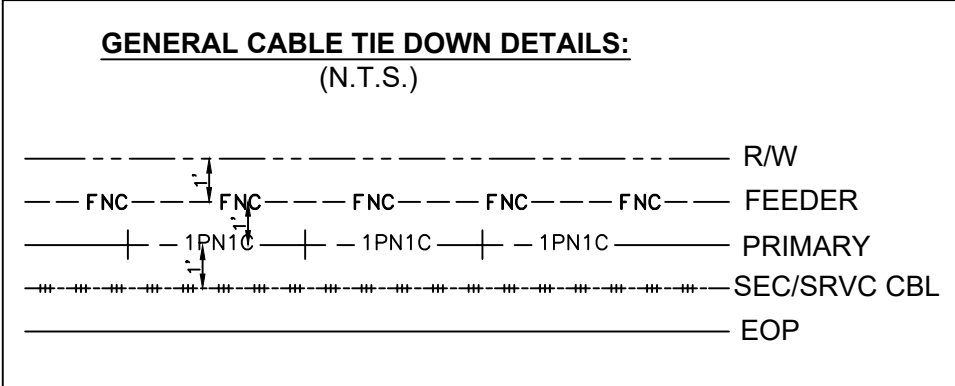
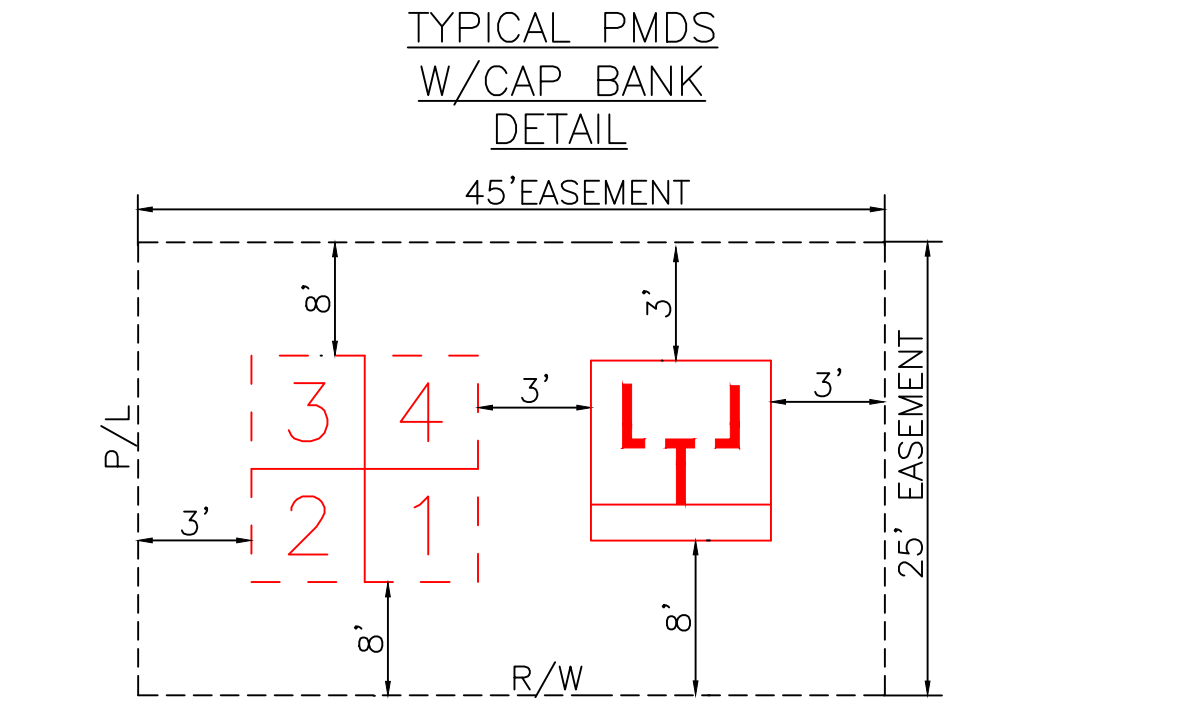
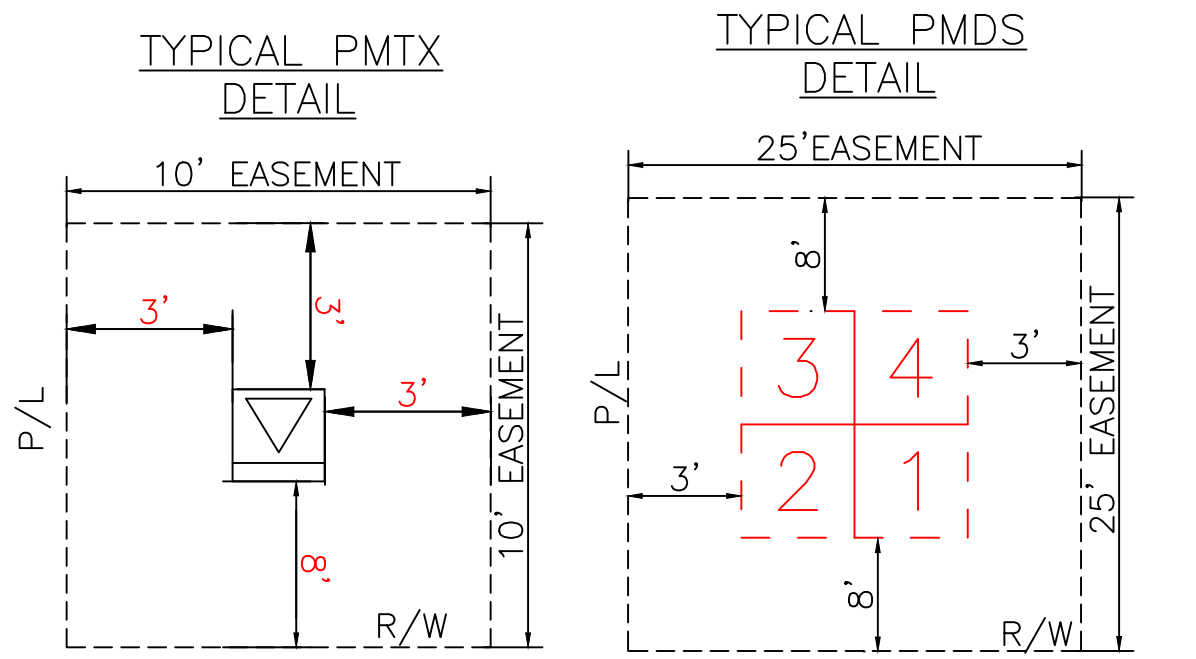
EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/State? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	Drawn By						
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	Date							
Supervisor's Signature				Date	FPL FIELD OFFICE 1000 WMD RR XING COUNTY RD.	AIR STATE RD TRANSM.	Map No.	-						
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by			Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐						
Foreman's Signature		Date										DWG NO.	PAGE 2B WR: 113413233 WR: D0113 - 41 - 323	

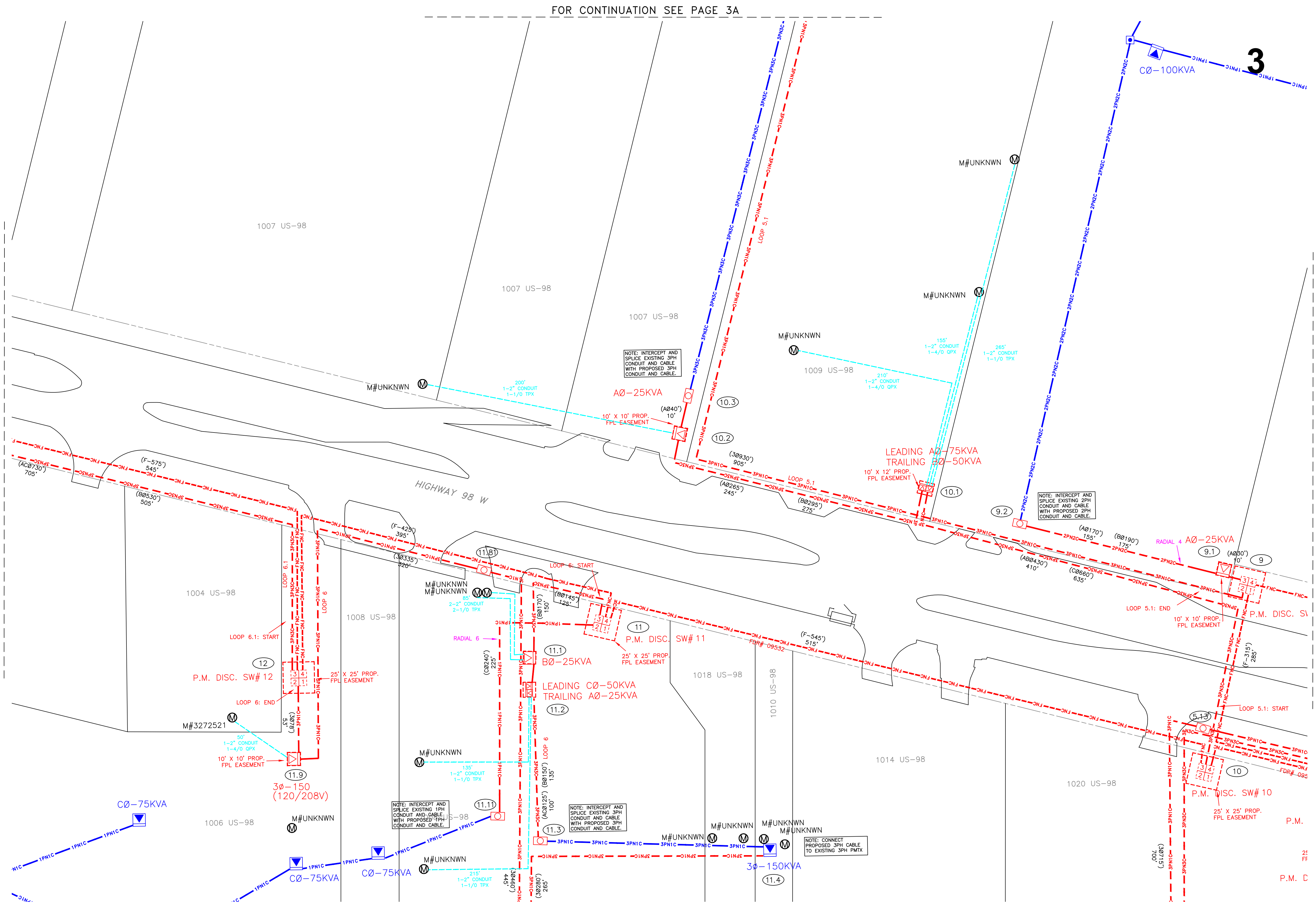
FOR CONTINUATION SEE PAGE 3A



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 4

FOR CONTINUATION SEE PAGE 2



FOR CONTINUATION SEE PAGE 3B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

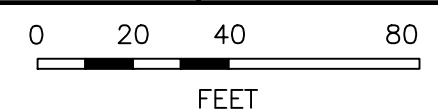
ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐							
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet							
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.				
Foreman's Signature				Posted by				Telephone Request?				YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-



M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 3

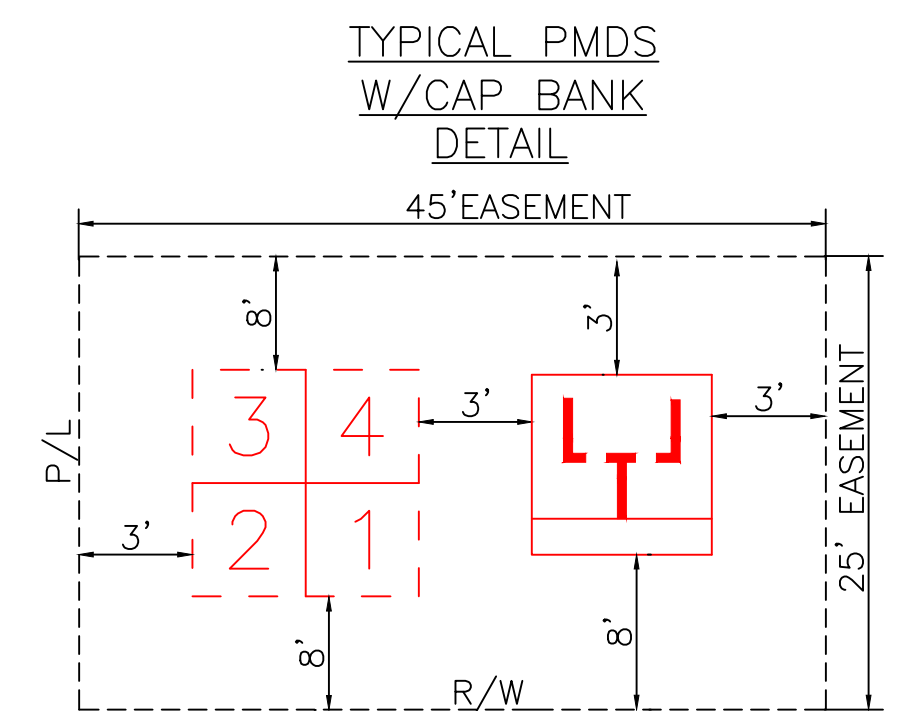
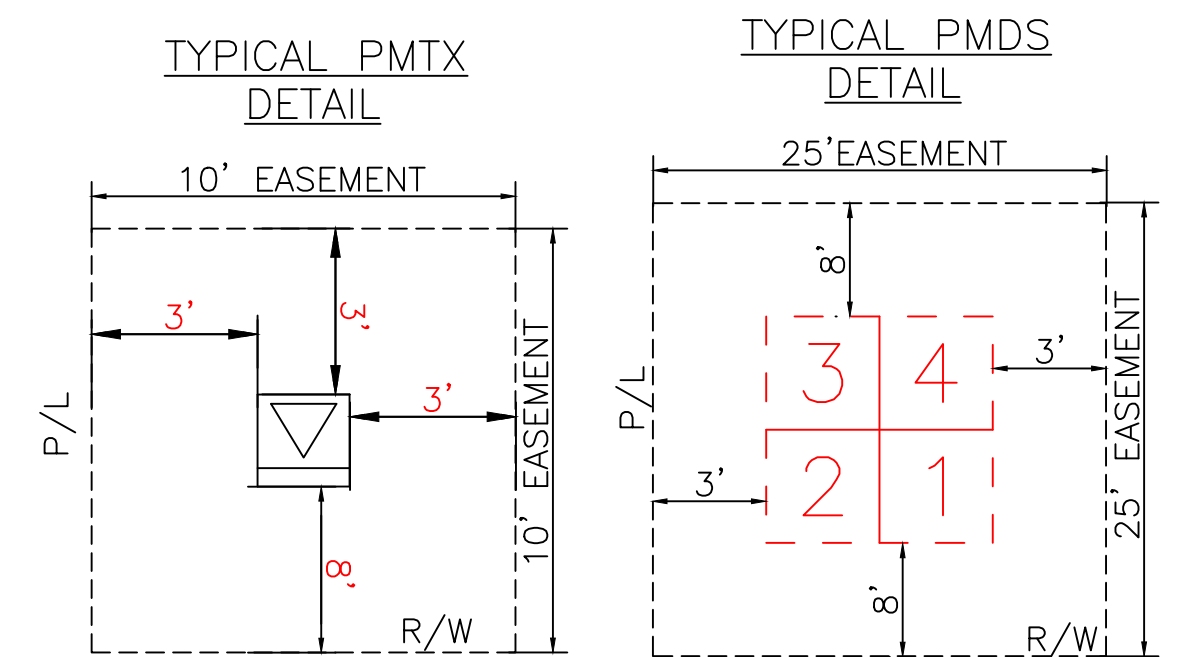
WR: 11341323 WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 4

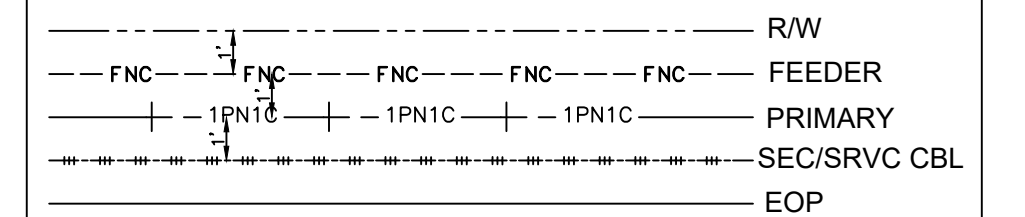
3A



LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 3

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

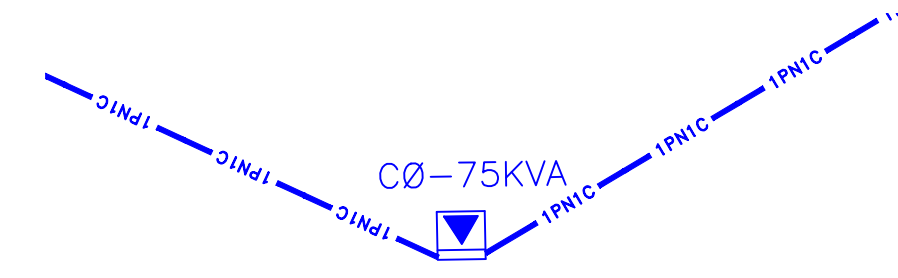
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT RECORD CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD. TRANSM.		Posted by Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐			
Foreman's Signature _____ Date _____									



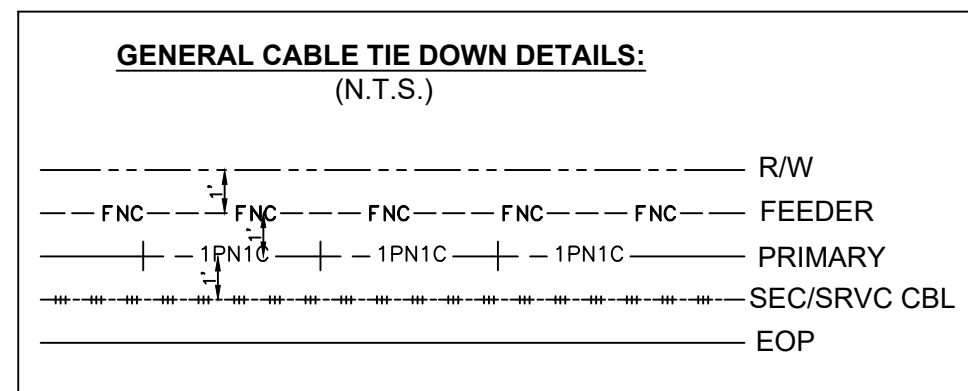
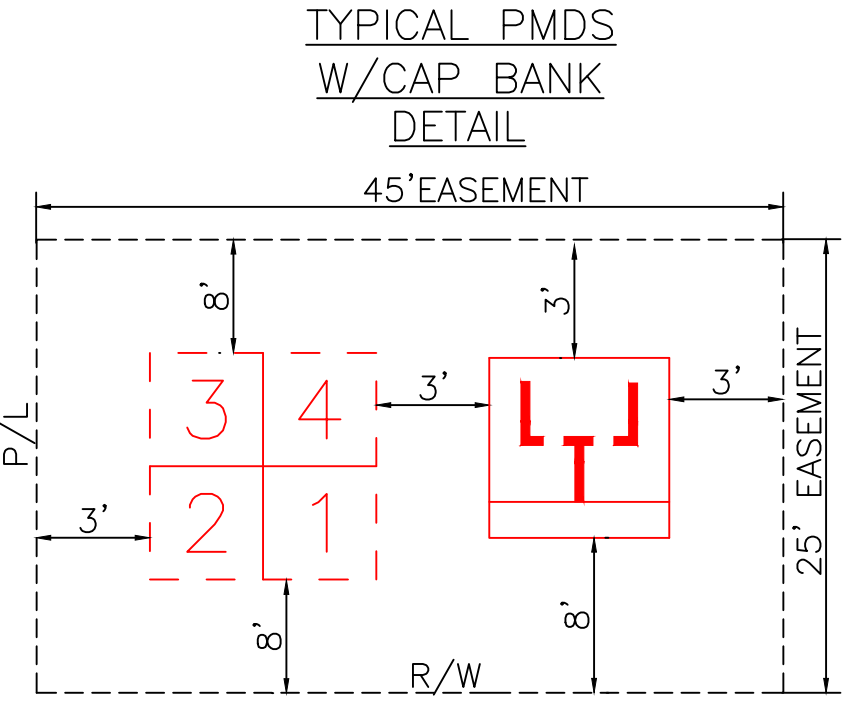
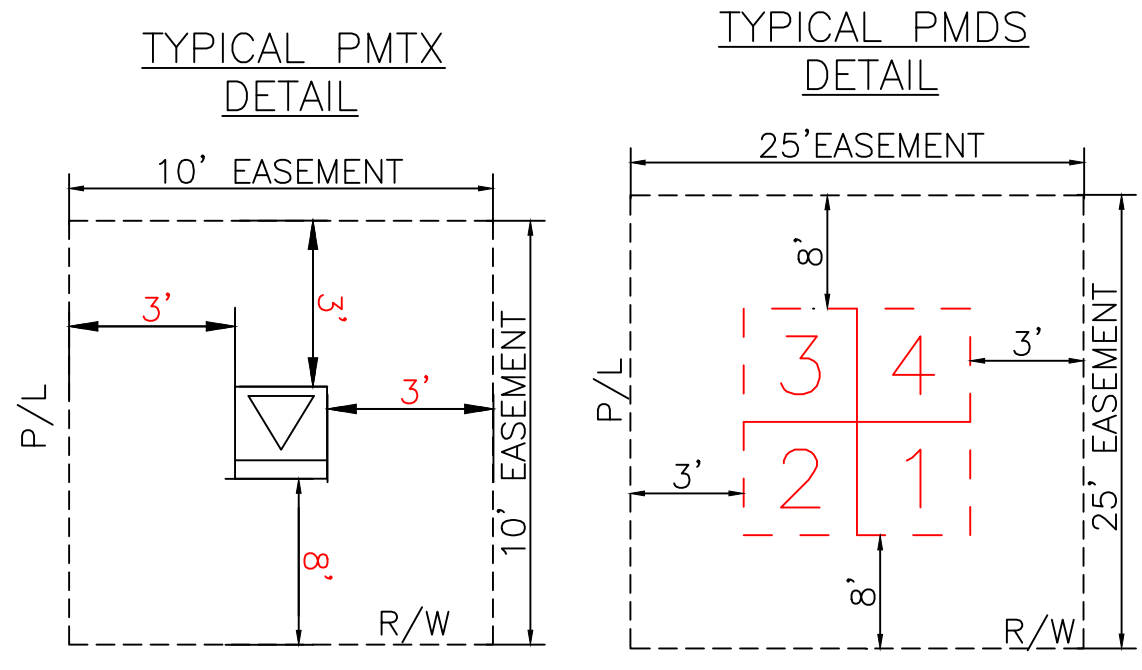
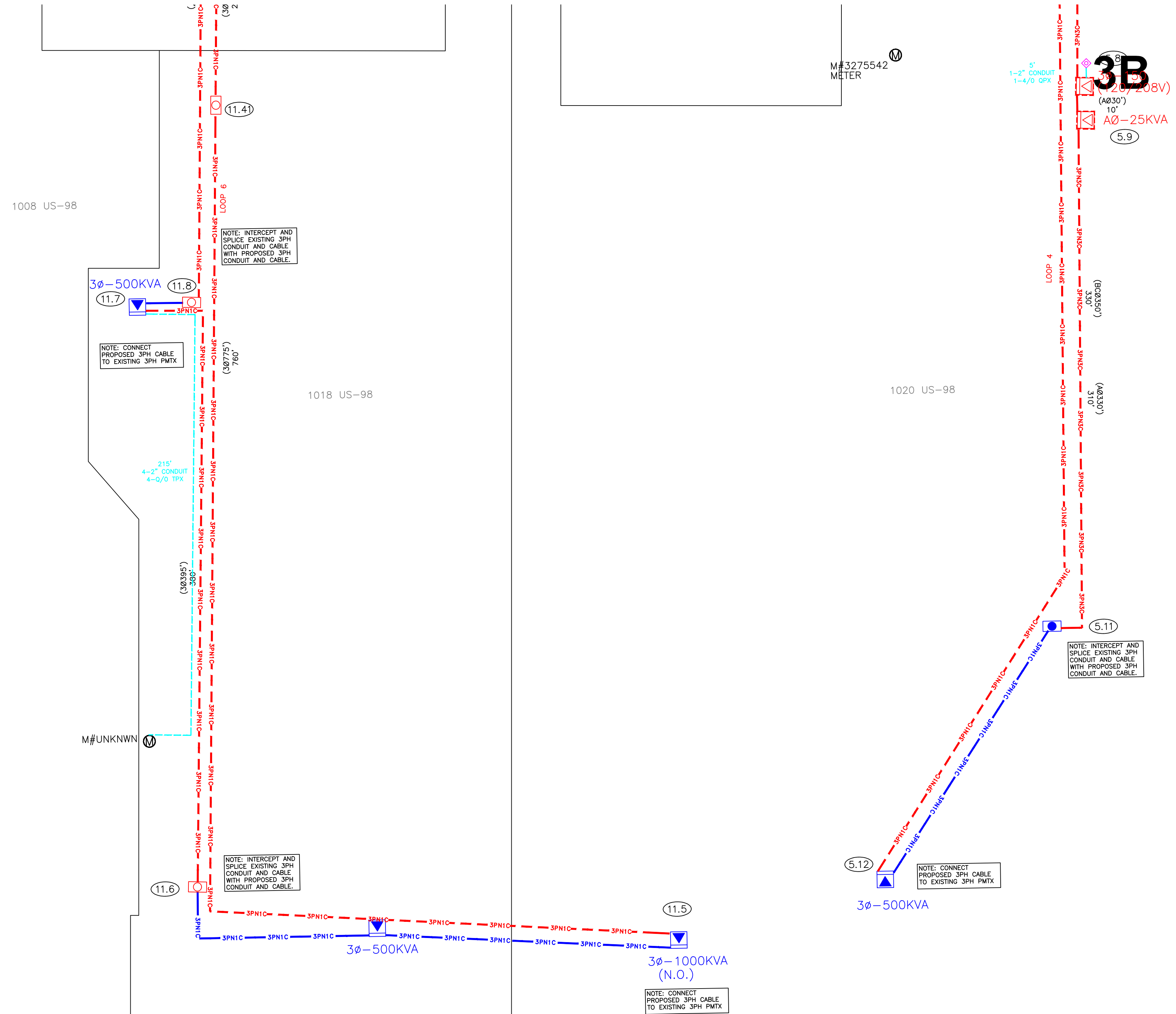
DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
DRAWN BY		
DATE		
MAP NO.	-	
		DWG NO. PAGE 3A WR: 1341323 WR: D0113 - 41 - 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME



☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 3



REFERENCE DWG's

EASEMENTS REQUIRED

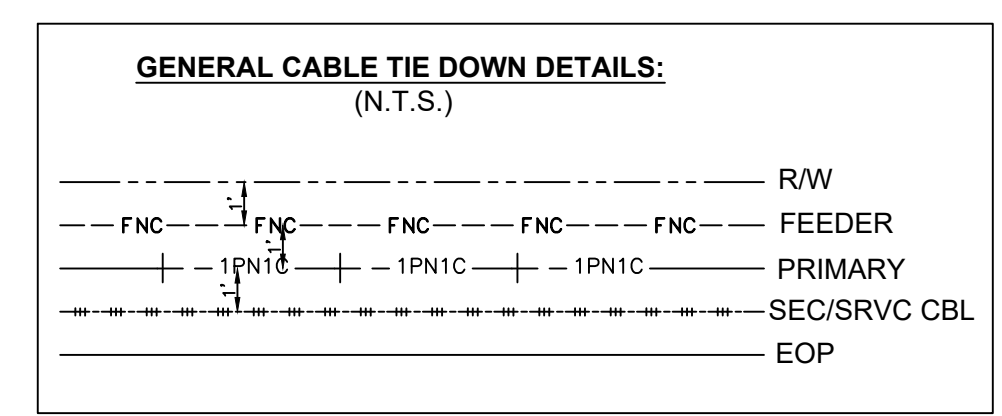
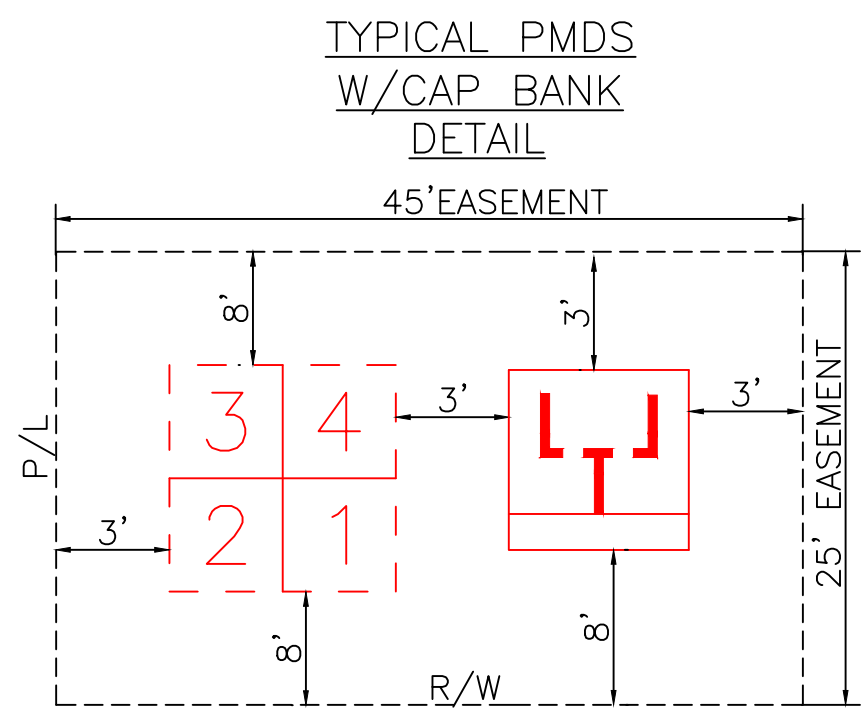
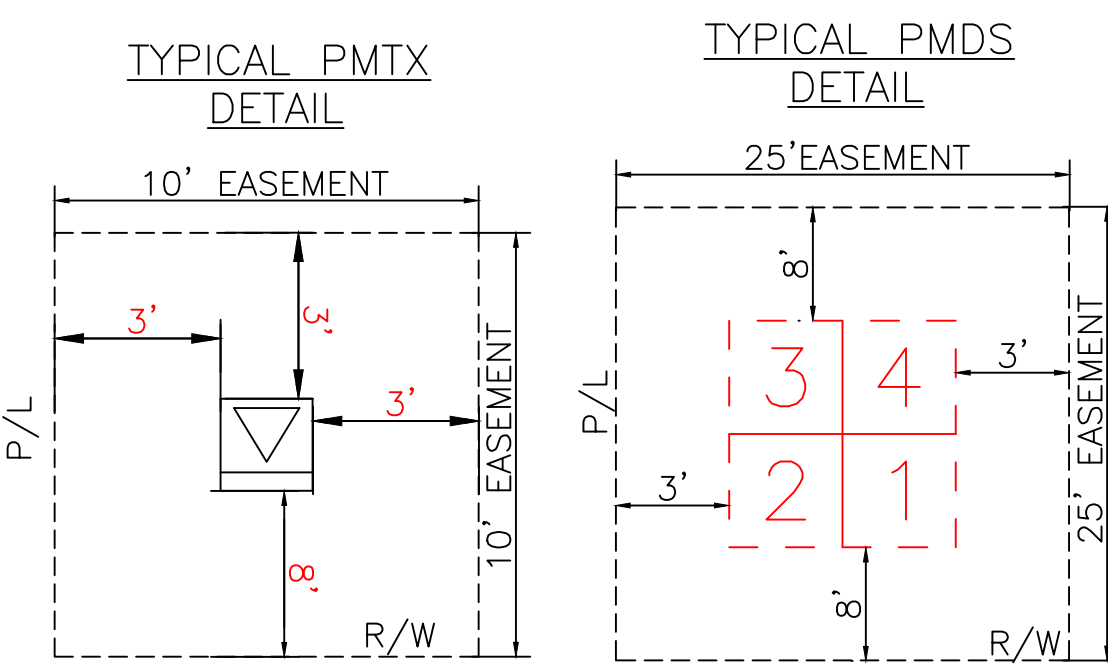
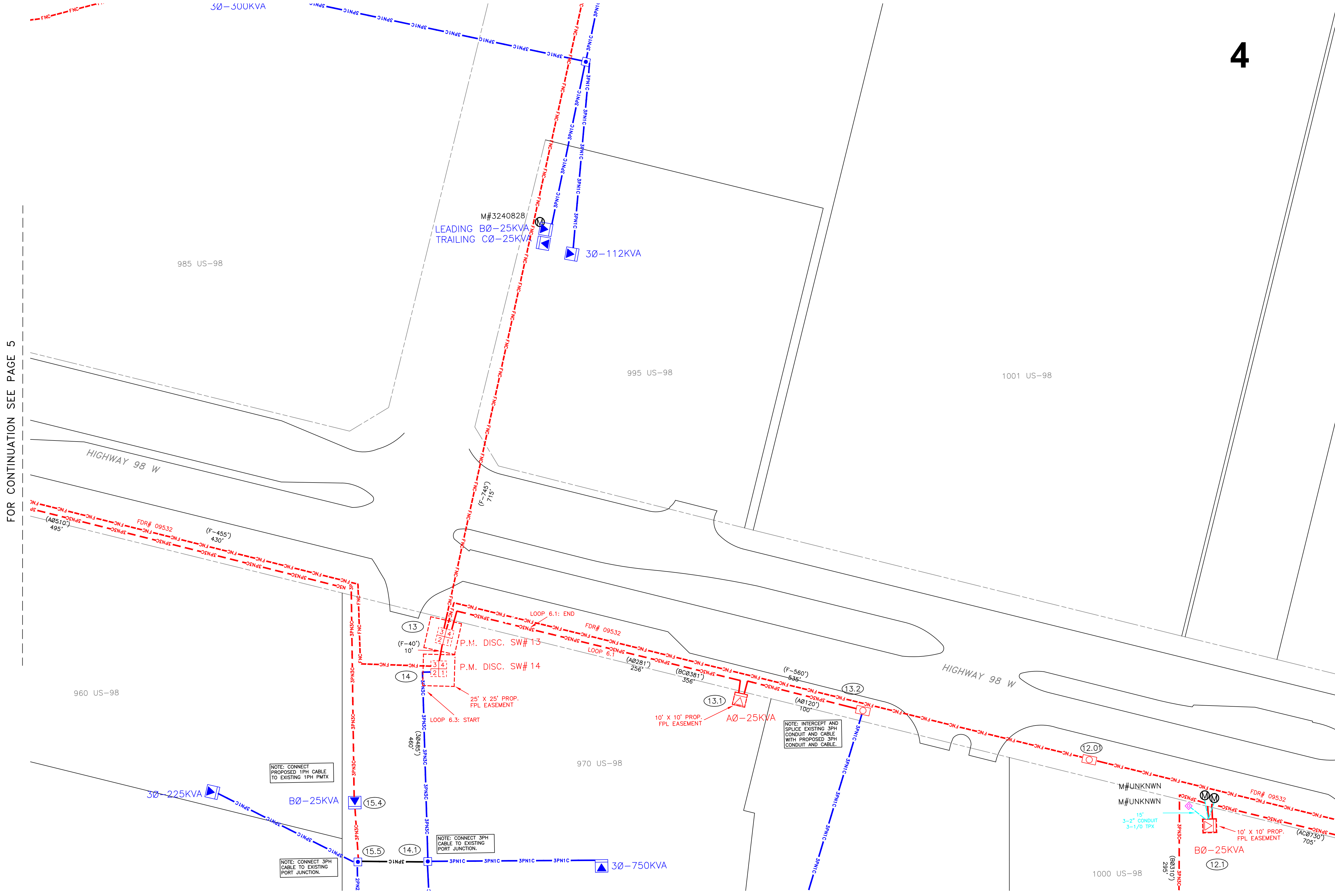
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 3B DWG NO. 11341323 WR: D0113 - 41 - 323	
Initials _____ Cert. Date _____		Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Supervisor's Signature _____ Date _____		Map Posting? YES ☐ NO ☐		Trench Feet _____		Duct Bank Feet _____			DATE			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Foreman's Signature _____ Date _____		Posted by _____		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			MAP NO.	-		
												0 20 40 80 FEET		

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



REFERENCE DWG's

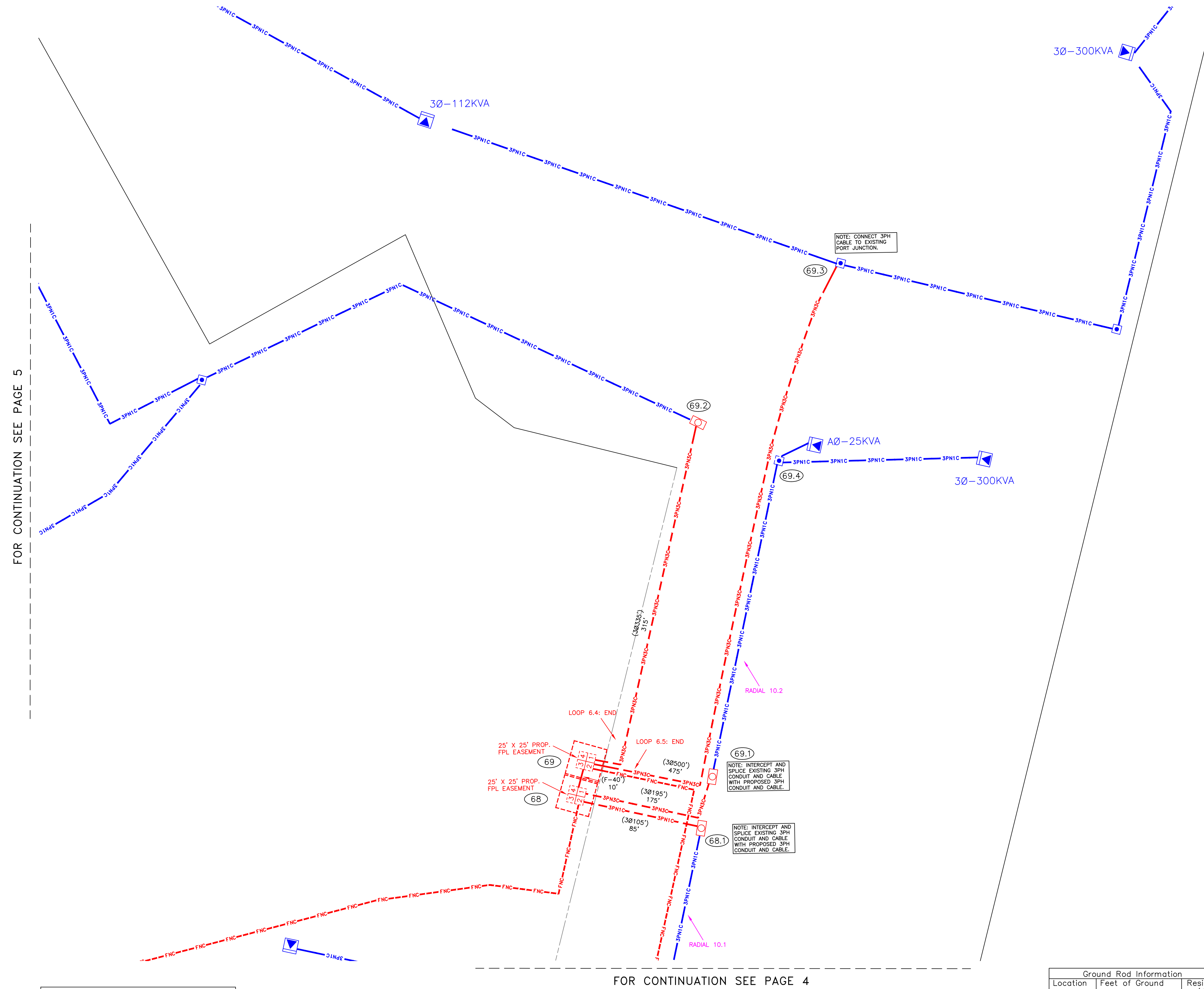
ROW AGREEMENT
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 4B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

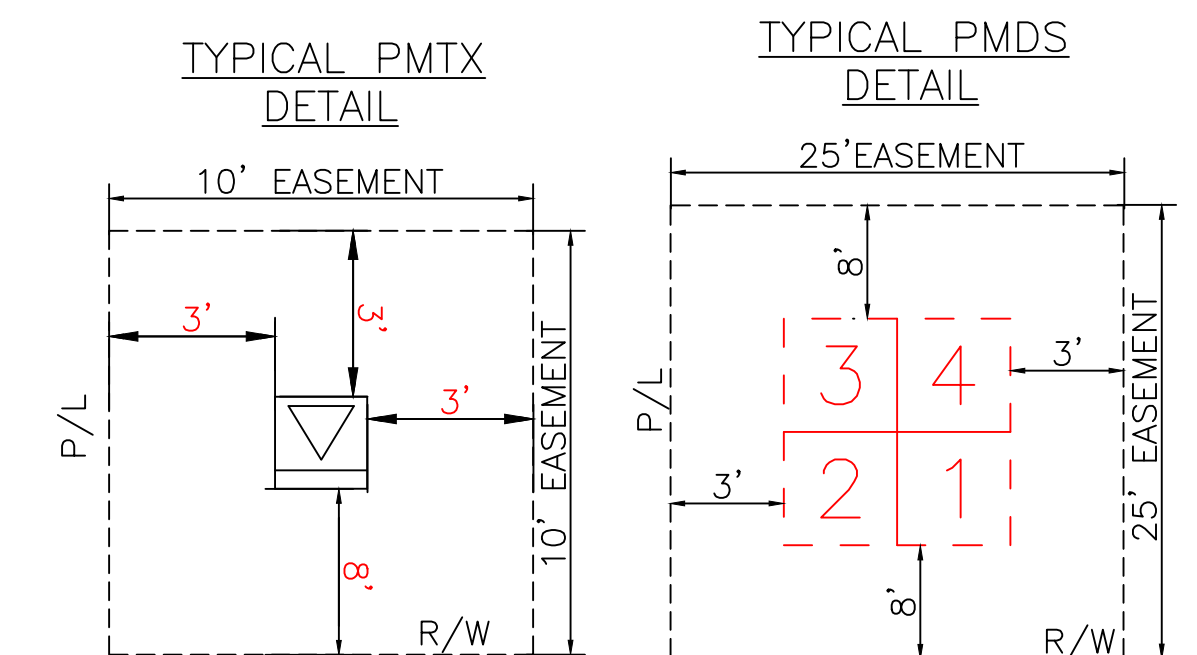
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Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Supervisor's Signature Date		Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Foreman's Signature Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			MAP NO.		



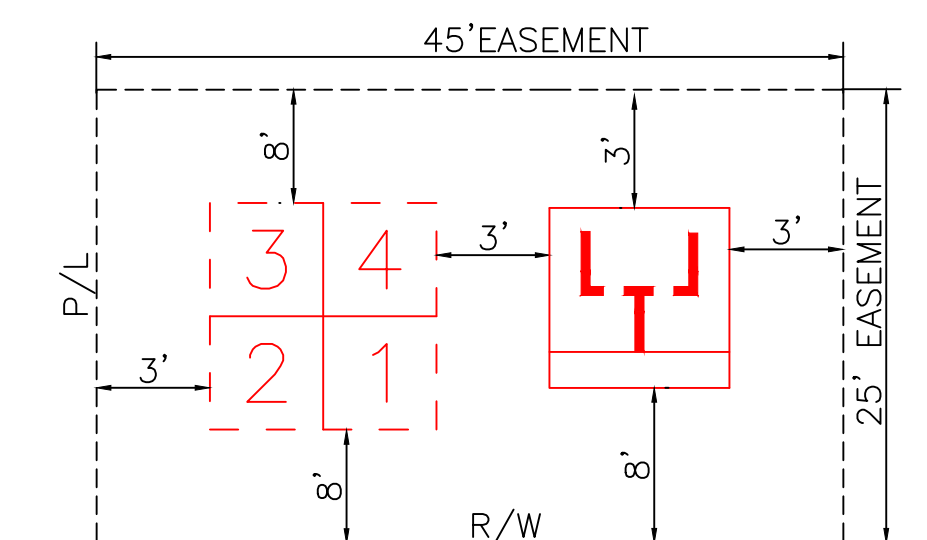
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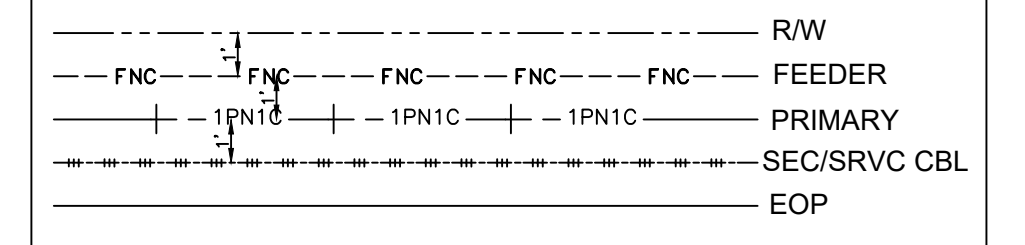
LOCATION SKETCH
N.T.S.



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

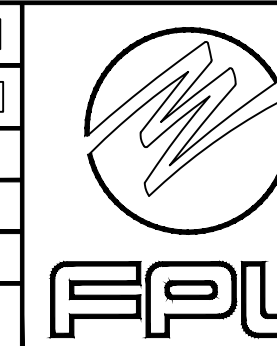
EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐											
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/State? YES ☐ NO ☐											
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet											
Supervisor's Signature		Date		RECORD <table border="1" style="margin-left: 5px;"> <tr> <td>CITY</td> <td>DR. DIST.</td> <td>COUNTY</td> <td>STATE</td> <td>FAA</td> </tr> <tr> <td>WMD</td> <td>RR XING</td> <td>COUNTY AIR</td> <td>TRANS.</td> <td></td> </tr> </table>		CITY	DR. DIST.	COUNTY	STATE	FAA	WMD	RR XING	COUNTY AIR	TRANS.					
CITY	DR. DIST.	COUNTY	STATE			FAA													
WMD	RR XING	COUNTY AIR	TRANS.																
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐											
Foreman's Signature		Date																	



DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
DRAWN BY		
DATE		
MAP NO.	-	
		DWG NO. PAGE 4A W/P- 11341323 W/P- D0113 - 41 - 323

The diagram illustrates a power distribution network with three feeders. The top feeder begins with a B0-25KVA transformer, followed by a series of 1P/NIC segments, then a B0-37KVA transformer, and continues with more 1P/NIC segments. The bottom feeder starts with a B0-25KVA transformer, followed by a series of 1P/NIC segments, then another B0-25KVA transformer, and continues with more 1P/NIC segments. A third B0-25KVA transformer is shown at the end of the bottom feeder.

LEADING AØ-25KVA
TRAILING BØ-25KVA

AØ-37.5KVA AØ-25KVA

ROW	AGREEMENT
-----	-----------

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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4B

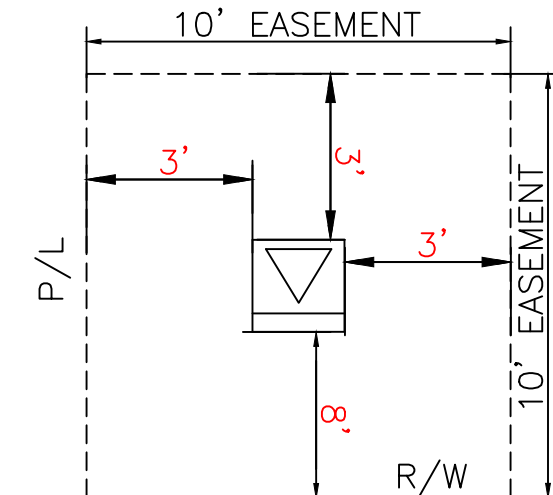
CØ-75KVA

3Ø-150KVA 

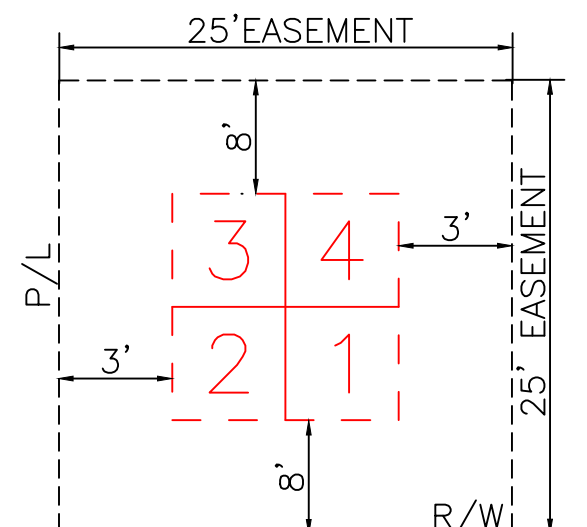
30-150KVA 

LOCATION SKETCH
N.T.S.

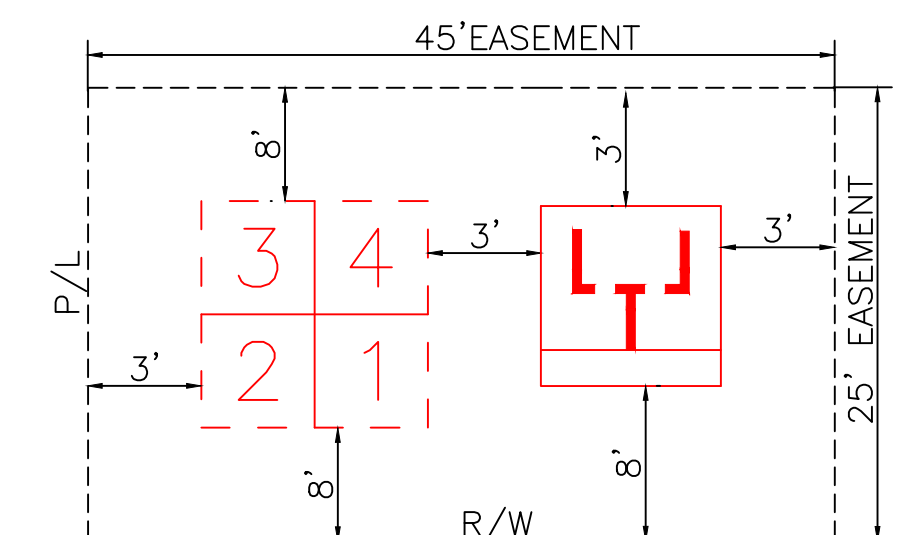
TYPICAL PMTX
DETAIL



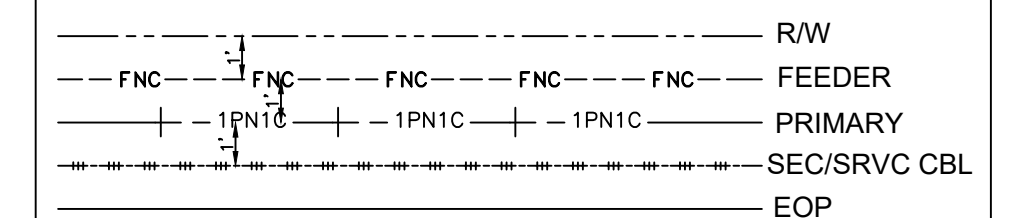
TYPICAL PMDS
DETAIL



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

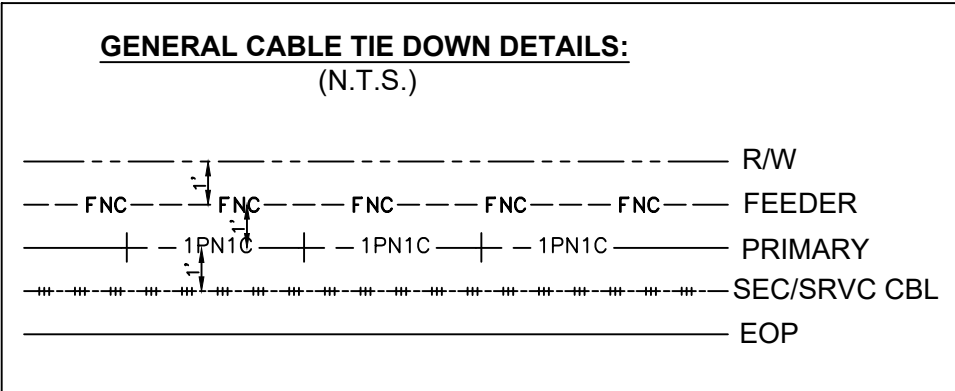
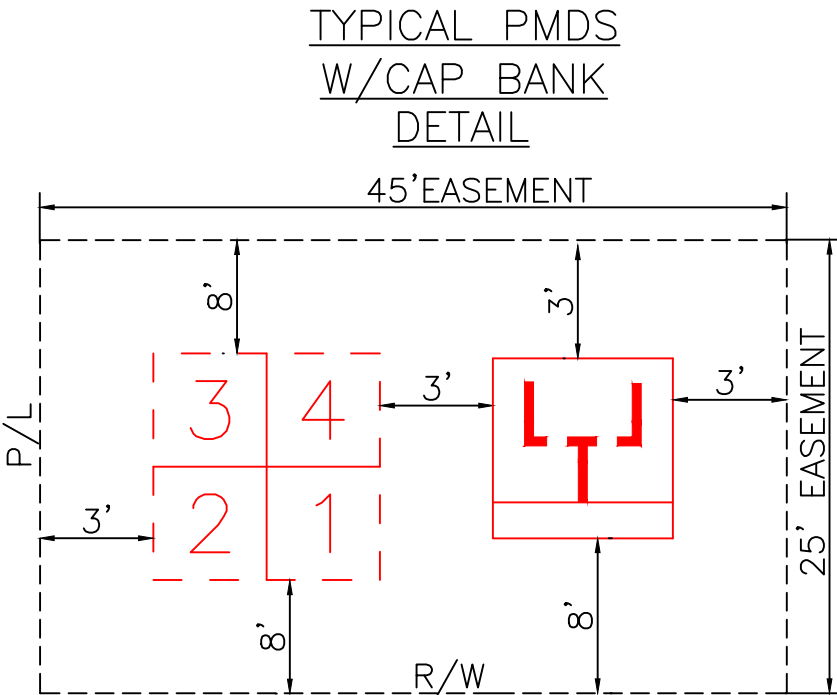
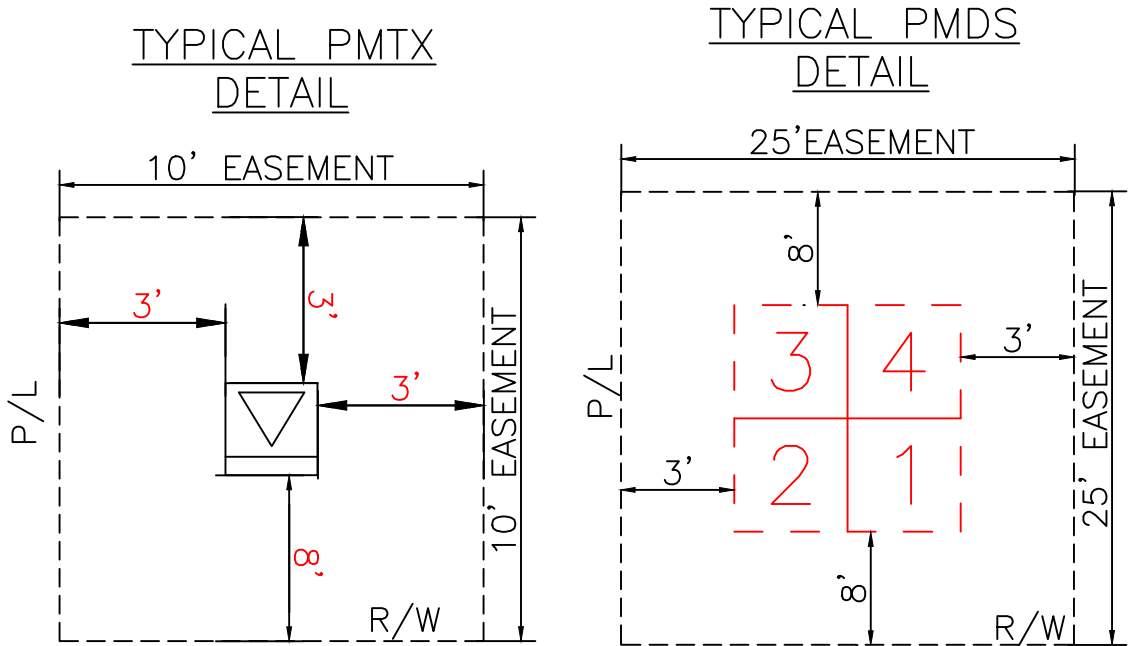
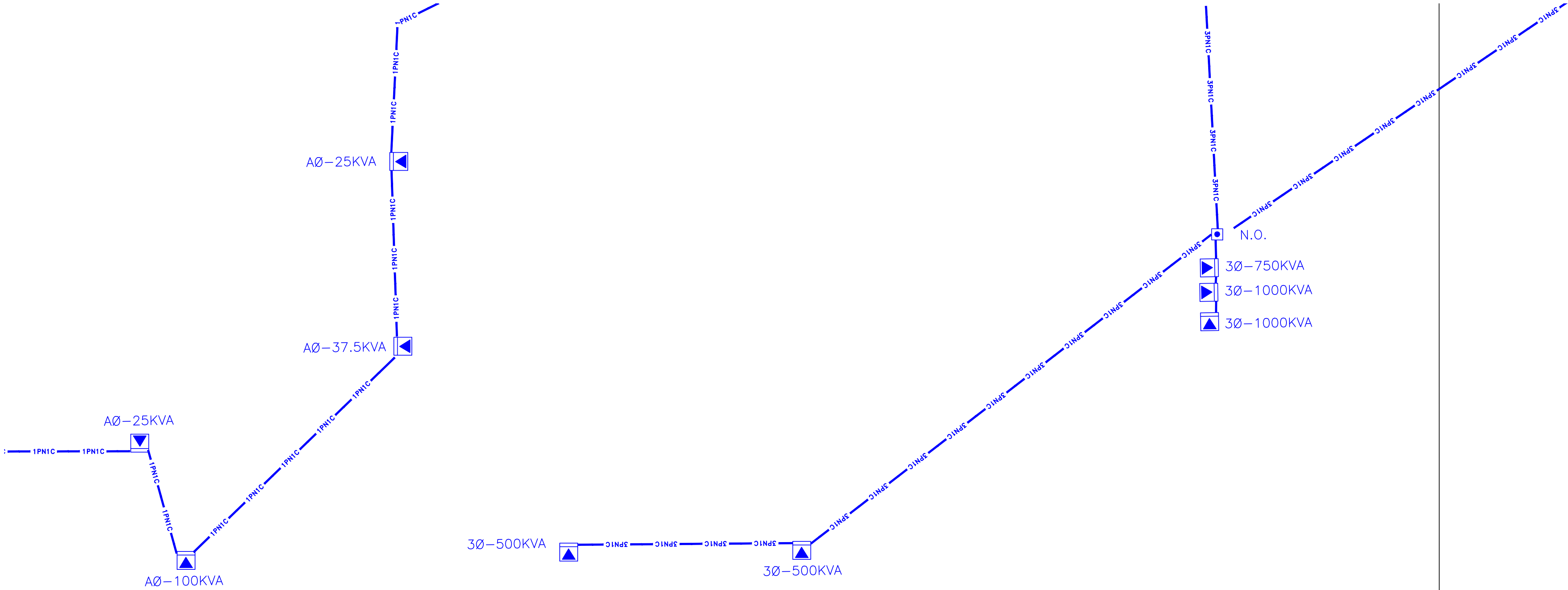
AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stage? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐		 FPL	DESIGNED BY		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL		
Initials	Cart. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐		Designer/Stage? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐		DRAWN BY				
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE				
Supervisor's Signature		Date		RELAY RELOC	CITY	DR. DIST.	COUNTY	AIR	STATE RD		FAA	MAP NO.			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					WMD	RR XING	COUNTY RD.	TRANSM.			FEET				
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		0 20 40 80 FEET		DWG NO. PAGE 4B			
										WR: 13413233		WR: D0113 — 41 — 323			

FOR CONTINUATION SEE PAGE 4B

4C



LOCATION SKETCH
N.T.S.



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

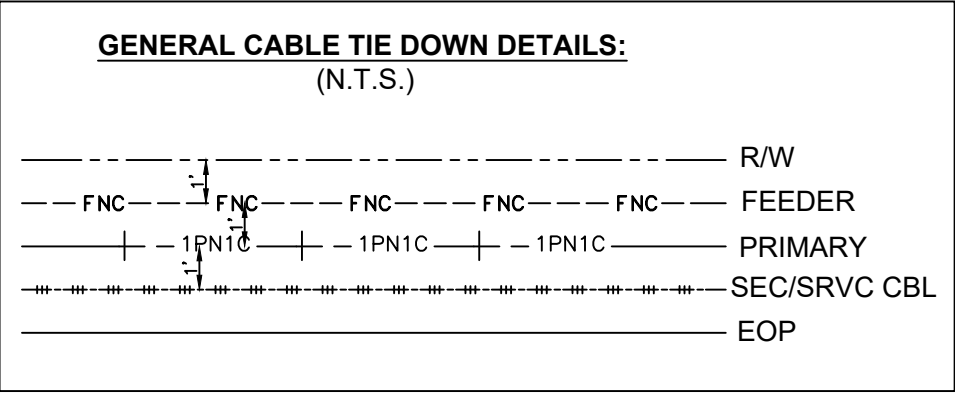
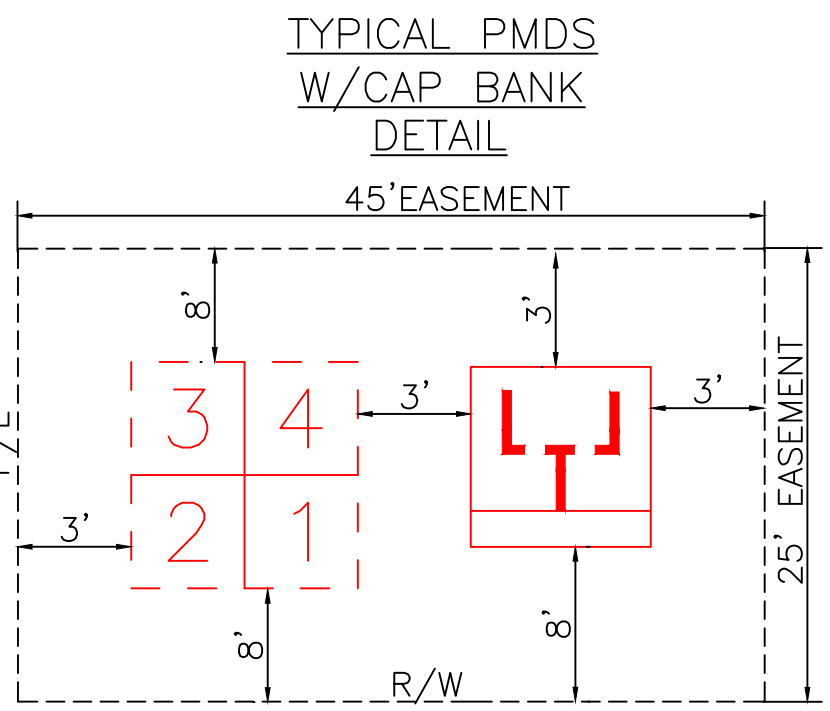
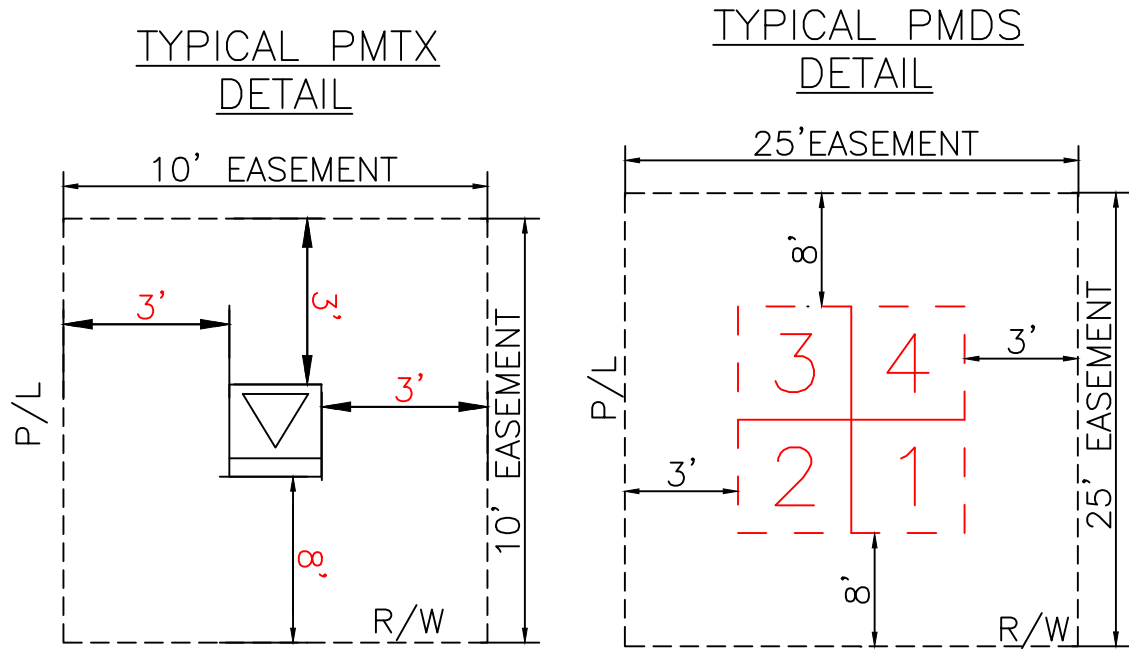
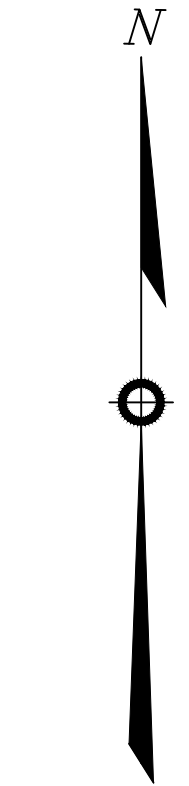
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

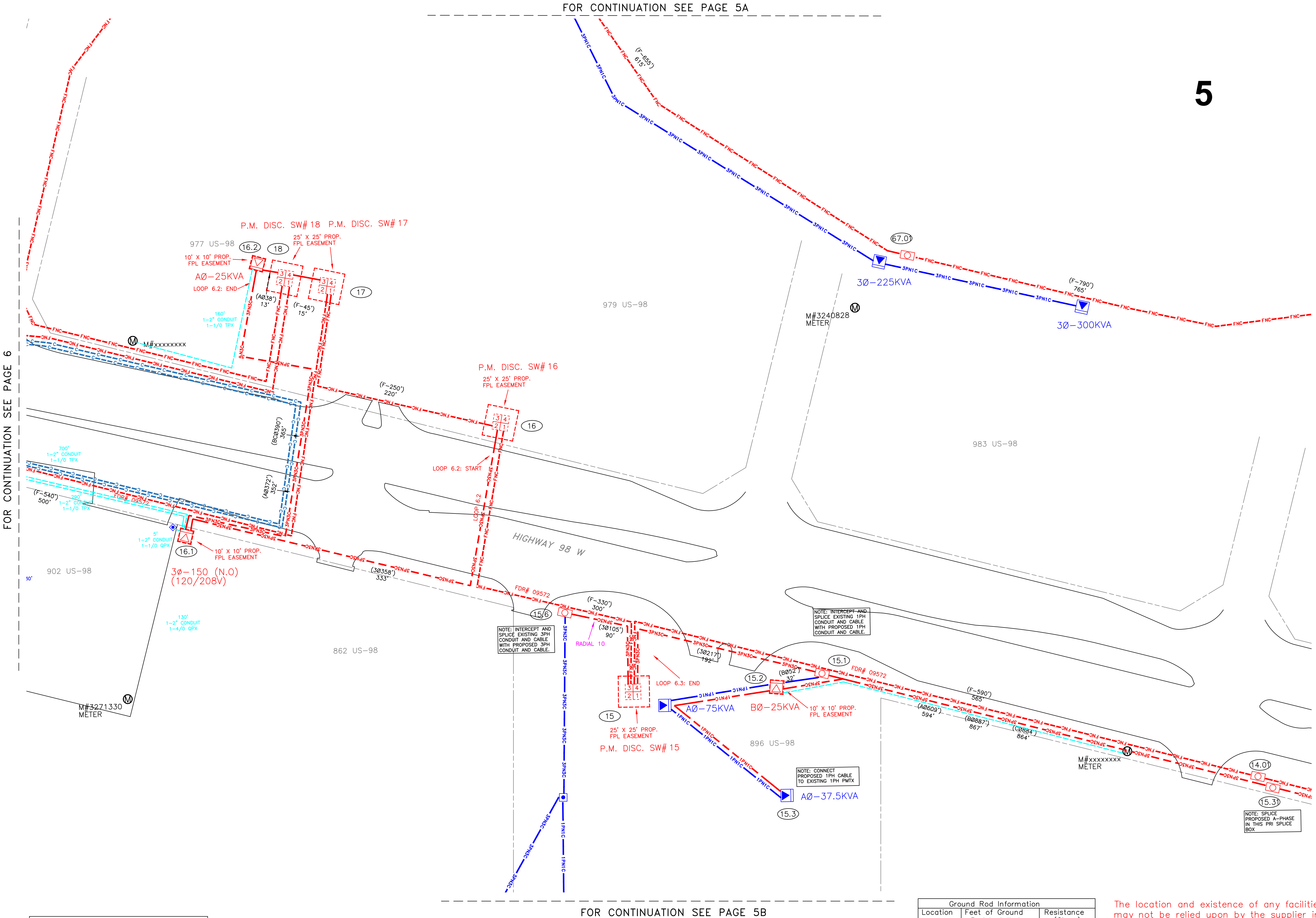
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Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Supervisor's Signature _____ Date _____	Map Posting? YES ☐ NO ☐	Trench Feet _____	Duct Bank Feet _____		DATE		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	Foreman's Signature _____ Date _____	Posted by _____	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐		MAP NO.	-	

5

LOCATION SKETCH
N.T.S.



REFERENCE DWG's



ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S, RNC: 00E, SEC: 00, QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐					
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet					
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.		
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐

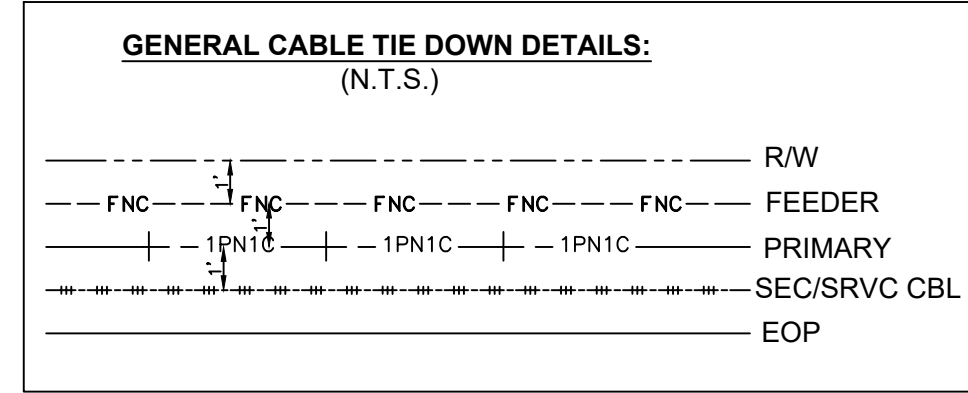
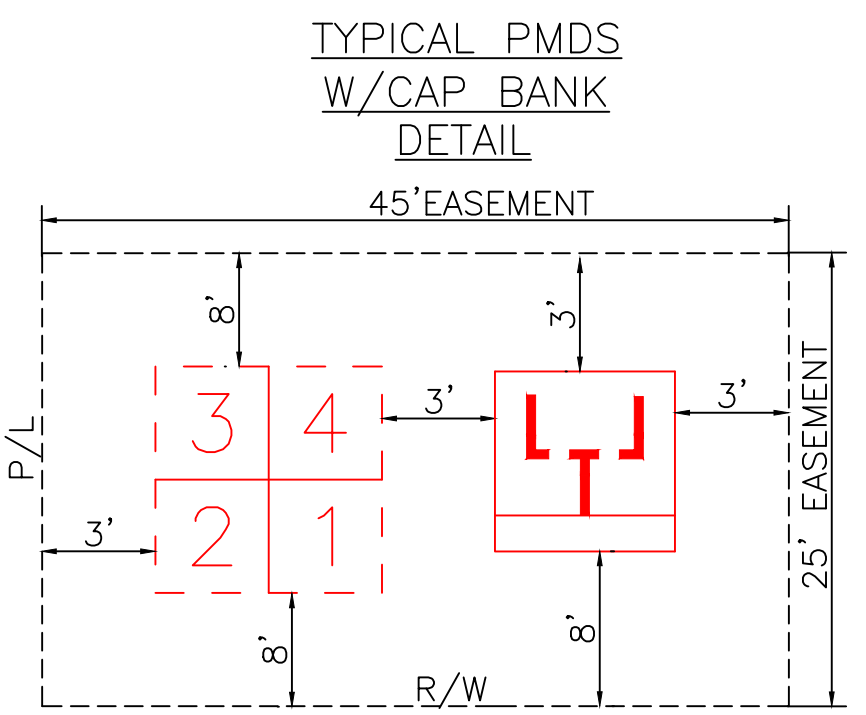
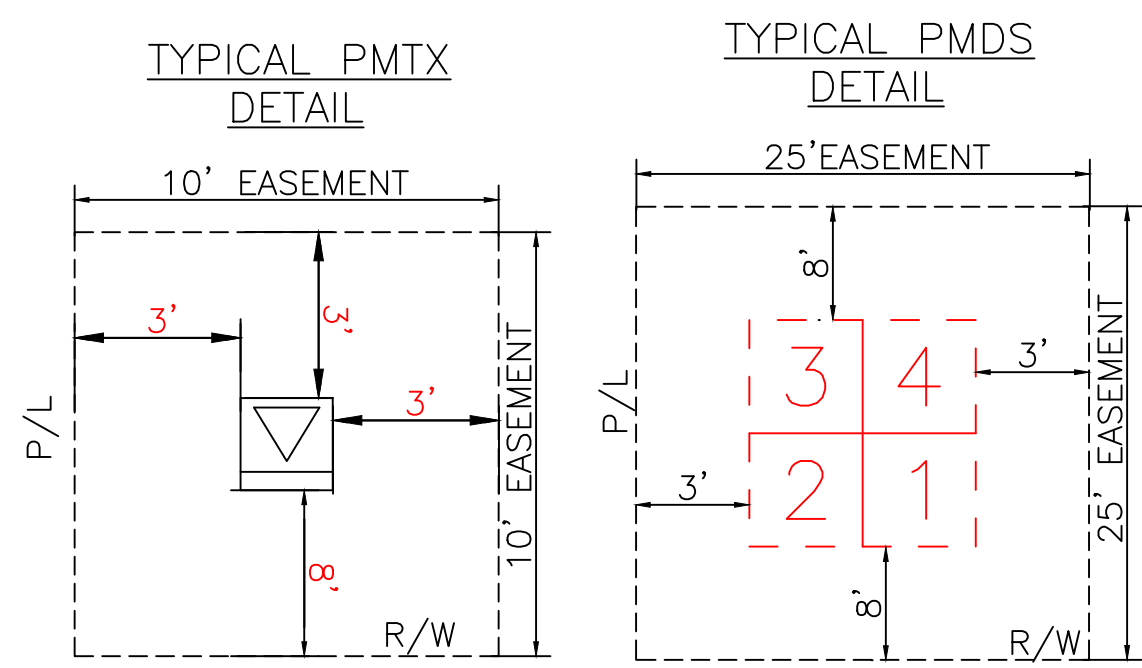
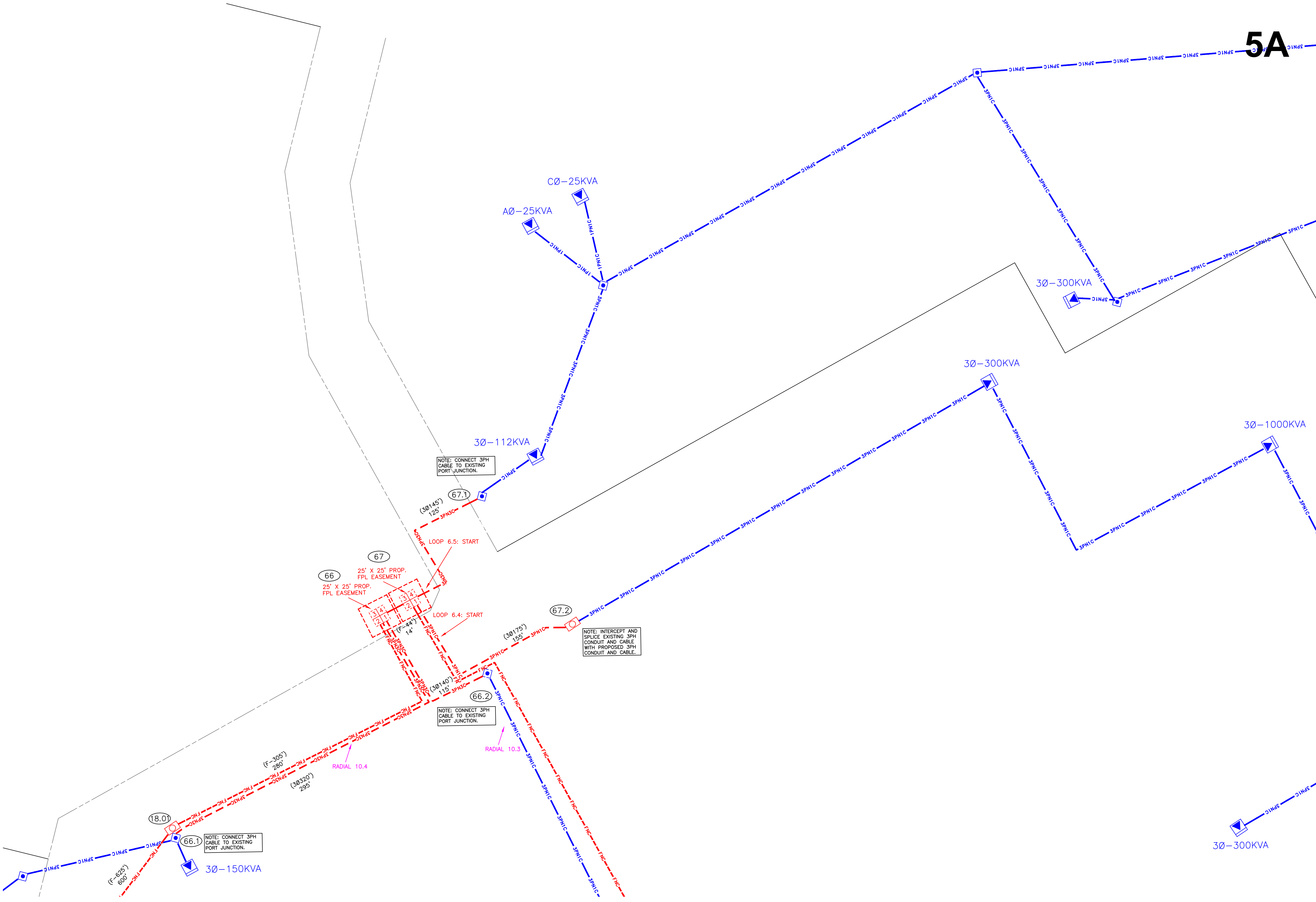


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	

M/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL
DWG NO. PAGE 5
WR: 11341323 WR: D0113 - 41 - 323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



REFERENCE DWG's

ROW AGREEMENT
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 5

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL DWG NO. PAGE 5A WR: 11341323 WR: D0113 41-323	
Initials	Cert. Date	Foreman's Signature	Date	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	DRAWN BY		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Trench Feet		DATE			
Supervisor's Signature				Duct Bank Feet		MAP NO.	-		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				CITY DR. DIST. COUNTY AIR STATE RD FAA		0 20 40 80 FEET			
Foreman's Signature				WMD RR XING COUNTY RD. TRANSM.					
Posted by				Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐					



TYPICAL PMTX
DETAIL

10' EASEMENT

3'

P/L

3'

8'

R/W

TYPICAL PMDS
DETAIL

25' EASEMENT

8'

3'

P/L

3'

8'

R/W

[illegible]

ROW AGREEMENT

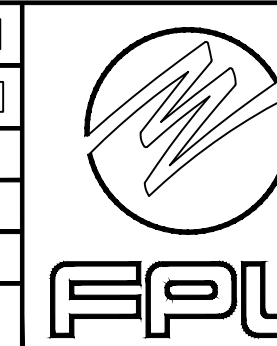
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 6B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/State? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		RECORD COPY CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD TRANS.					
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.									
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	



DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
DRAWN BY		
DATE		
MAP NO.	-	
		DWG NO. PAGE 6 W/P- 11341323 W/P- D0113 - 41 - 323

NO	NO-NAME	PLOT DATE: 00/00/00	PLOT TIME: 00:00:00
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The diagram illustrates a power distribution network. A main line starts from the left, passing through four substations: CØ-100KVA, AØ-50KVA, AØ-75KVA, and AØ-75KVA. A branch line connects the AØ-75KVA substation to another AØ-75KVA substation. The lines are labeled with '1P1N1C' and '2P1N1C' indicating the number of phases and neutral conductors. A red line highlights a specific path from the CØ-100KVA substation through the AØ-50KVA and AØ-75KVA substations to the AØ-25KVA substation.

6B

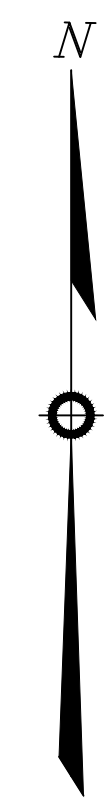
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R-829

3-795AAC & N-4/OAAC

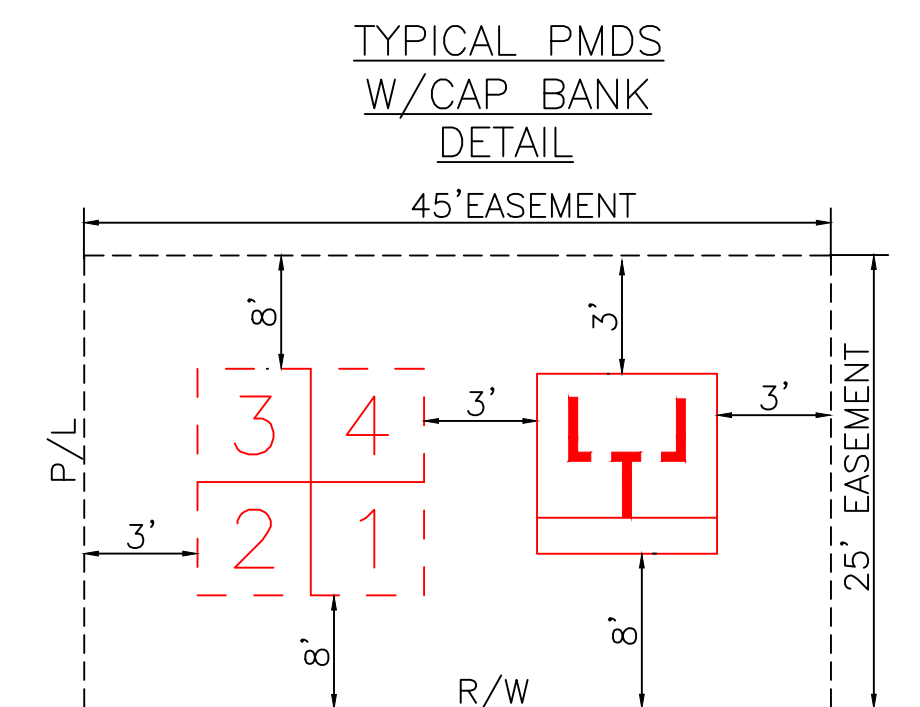
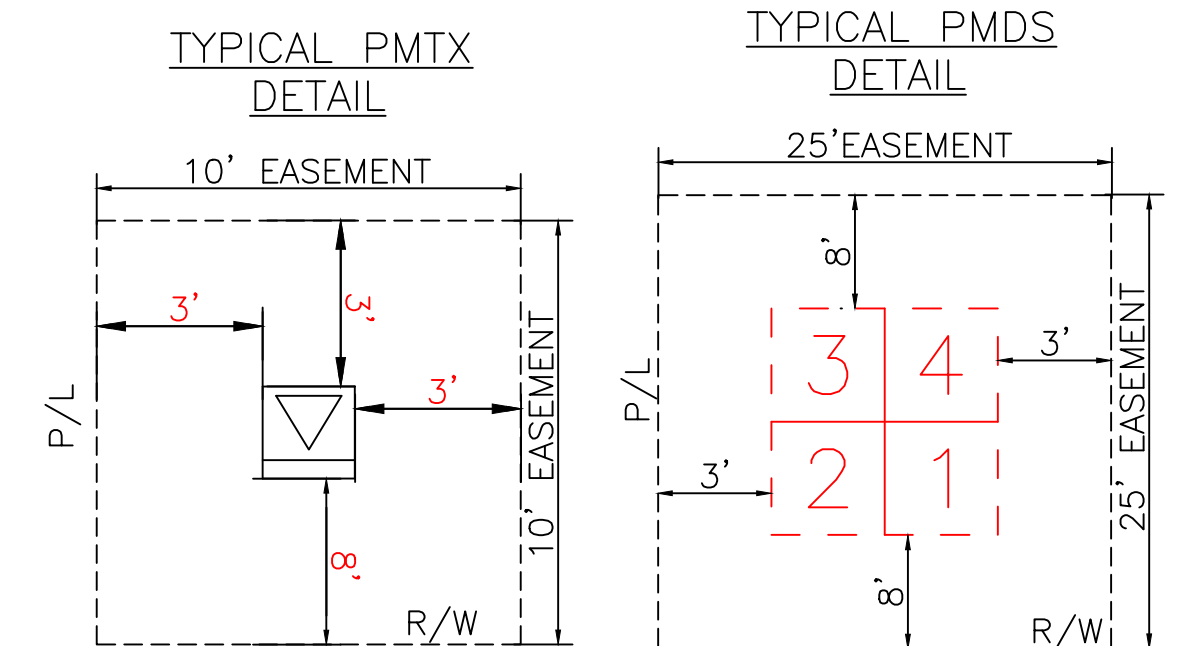
Cap Bank
600kvar

BØ-50KVA

1002 US-98



N.T.S.

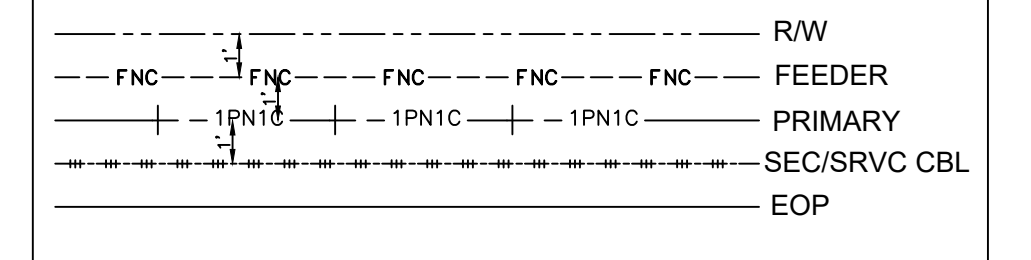
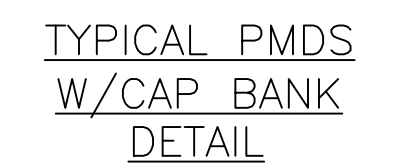


Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
Initials	Cert. Date	Foreman's Signature _____		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐	Drawn By						
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	Date							
Supervisor's Signature _____				Date	FPL FIELD RECORD	CITY WMD	DR. DIST. RR XING	COUNTY COUNTY RD.	STATE RD TRANSM.		FAA 	MAP NO.	-	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.														
Foreman's Signature _____		Date		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐			0 20 40 80 FEET		DWG NO. PAGE 6B WR: 113413233 WR: D0113 - 41 - 323			

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



TWNP: 00S RNG: 00E SEC: 00 QTR: _____

US HWY-90
STIN/OKALOOSA, FL

DWG NO.	PAGE 7
WR: 11341323	WR: D0113-41-323



EASEMENTS REQUIRED

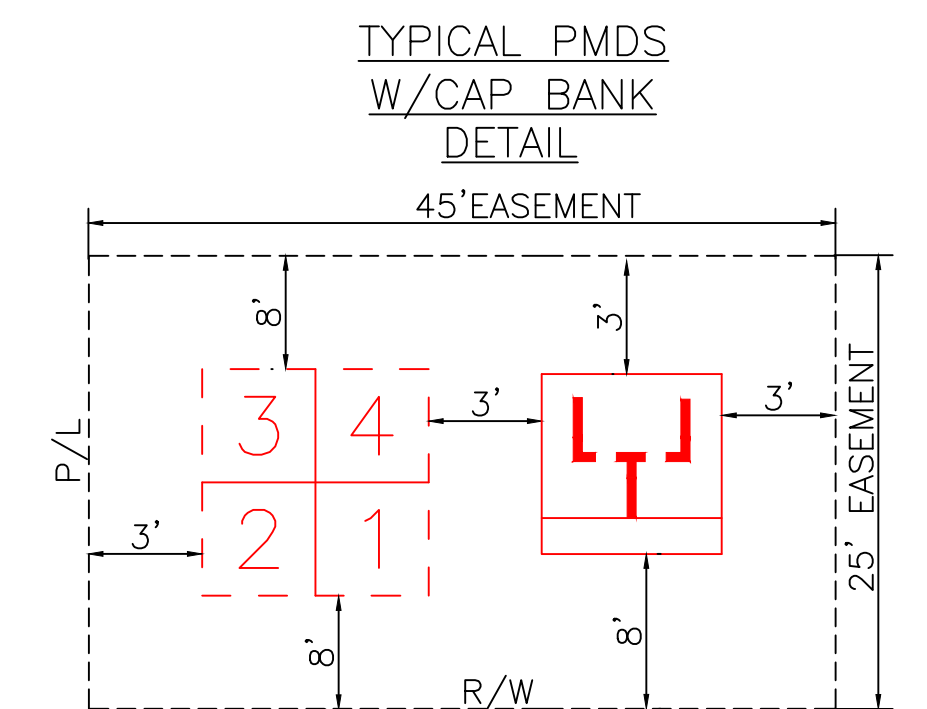
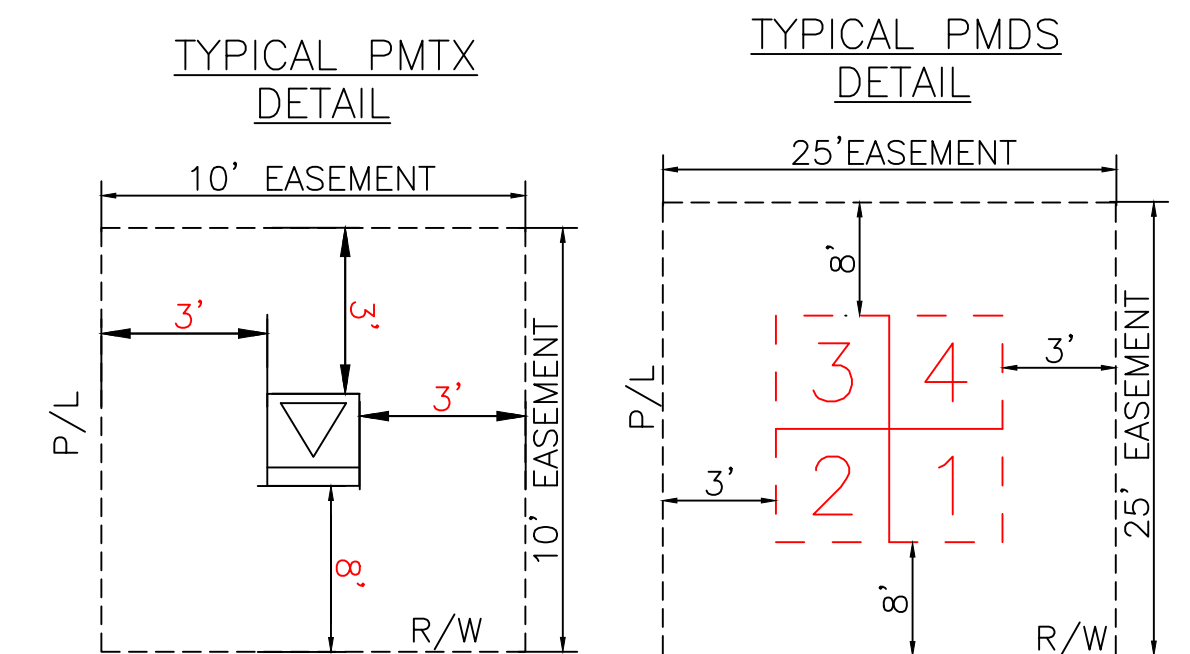
PLOT DATE: 00/00/00	PLOT TIME: 00:00:00	CAD NAME: NO-NAME
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FOR CONTINUATION SEE PAGE 7

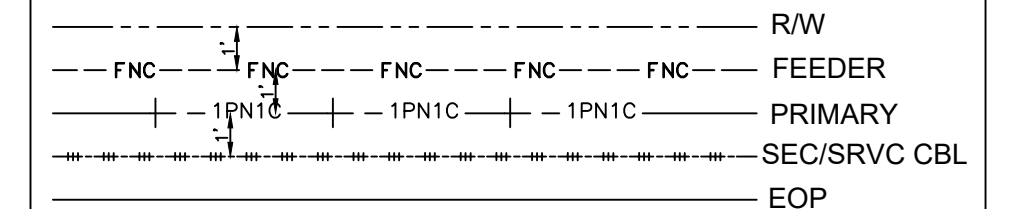


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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

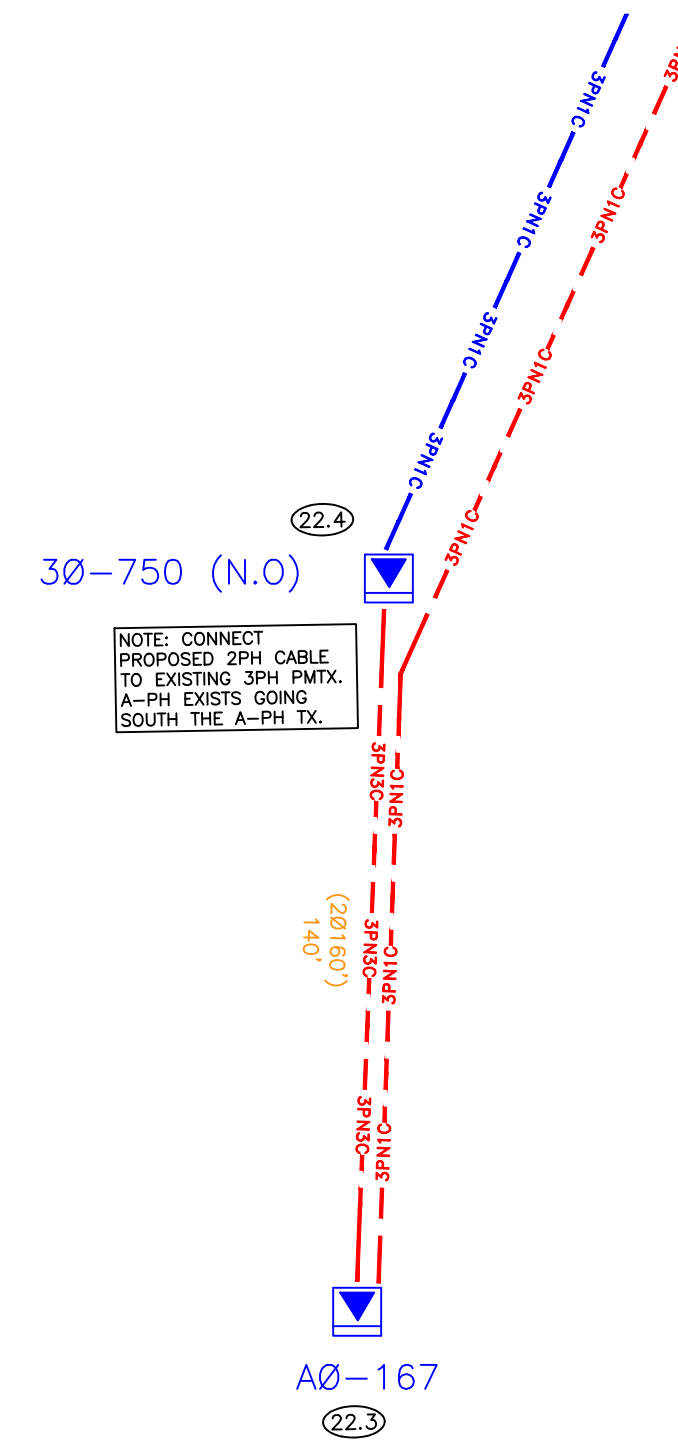


REFERENCE DWG's

EASEMENTS REQUIRED

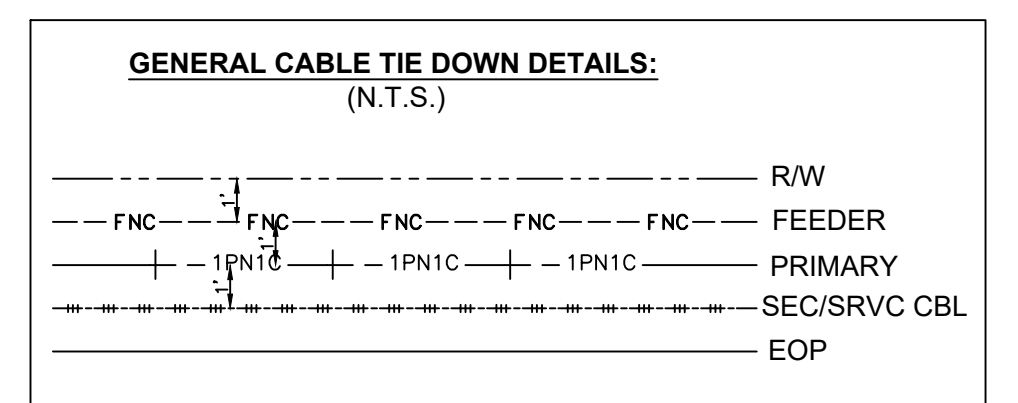
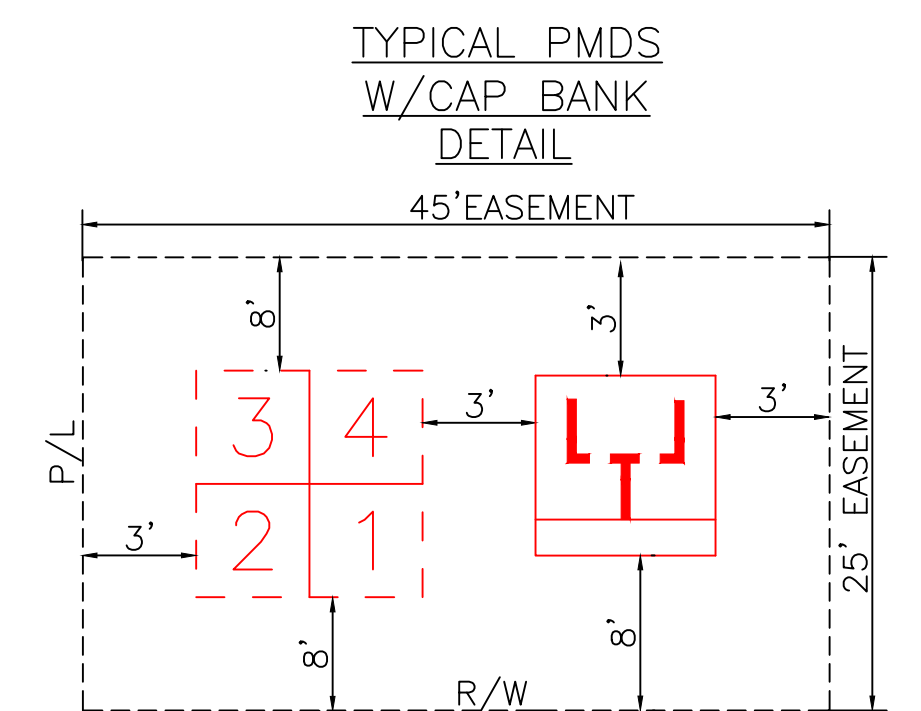
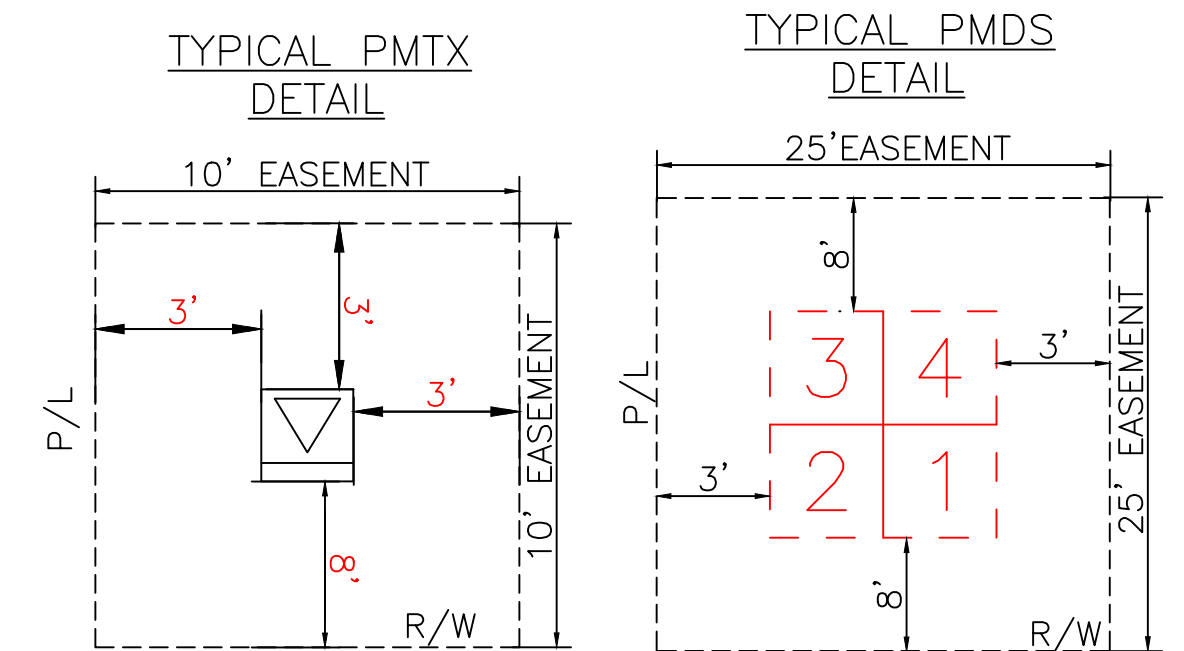
AS-BUILT COPY		AS-BUILT CREW PRINT				DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL									
Initials	Cart. Date	Foreman's Signature				Date				DRAWN BY							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Trench Feet				Duct Bank Feet							
Supervisor's Signature						Date				DATE							
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				PERMIT CITY WMD		DR. DIST. RR KING		COUNTY AIR COUNTY RD.		STATE RD TRANSM.		FAA		MAP NO. -		DWG NO.	
Foreman's Signature				Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				0 20 40 80 FEET		WR: 11341323 WR: D0113 - 41 - 323	

FOR CONTINUATION SEE PAGE 7



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

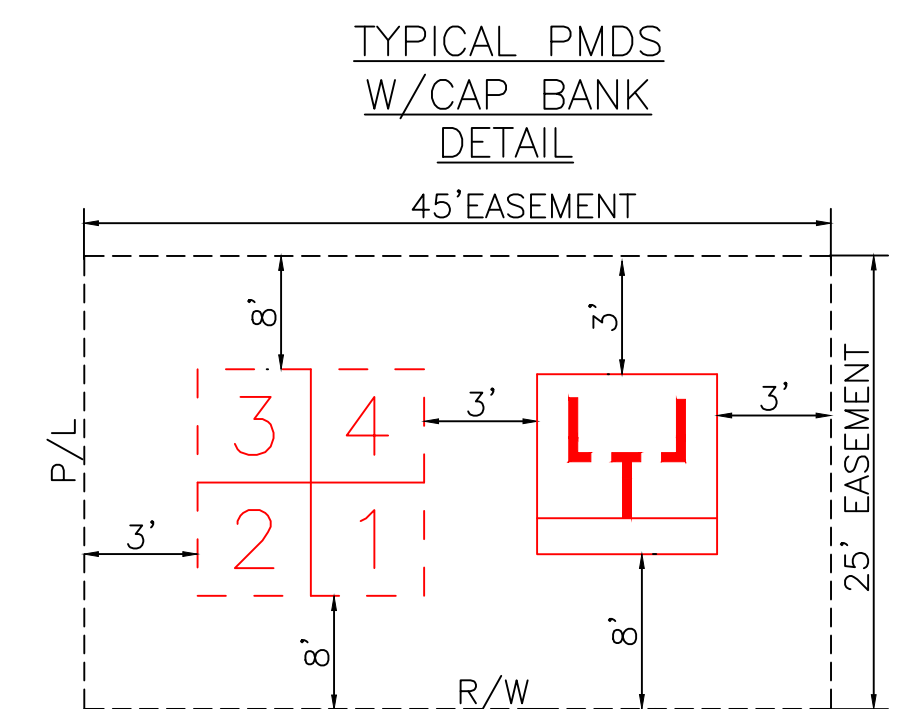
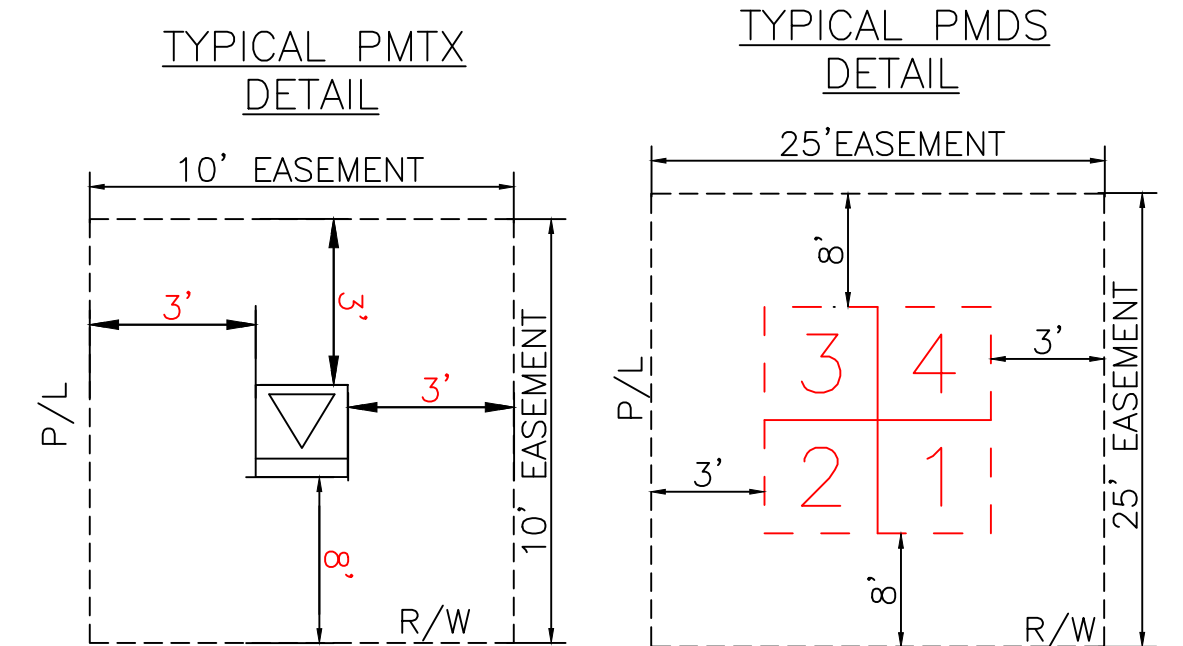


REFERENCE DWG's

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stage? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stage? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet		DATE					
Supervisor's Signature				Date	PERMIT RECORD	CITY	DR. DIST.	COUNTY	AIR		STATE	RD		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					WMD	RR	XING	COUNTY	RD.	TRANSM.			0 20 40 80 FEET	
Foreman's Signature				Date	Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		DWG NO.		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
											WR: 11341323 WR: D0113 - 41 - 323		DWG NO. PAGE 7A	

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



The diagram illustrates the general cable tie down details for a cable tray system. It shows a cross-section of a cable tray with a cable passing through it. The cable is secured by a cable tie down (EOP) and a cable tie down (SEC/SRVCL CBL). The cable is labeled as FNC (Feeder) and 1P1N1C (Primary). The cable tray is labeled as R/W (Rear Wall) and FEEDER. The cable tray is supported by a structure labeled as SEC/SRVCL CBL (Secondary/Service Cable). The cable tray is also labeled as EOP (End of Pipe).

REFERENCE DWG's

TWNP: 00S RNG: 00E SEC: 00 QTR:

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 8
WR: 11341323 WR: D0113 - 41 - 323

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.					Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT RECD	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
					WMD	RR XING	COUNTY RD.	TRANSM.	
Foreman's Signature		Date		Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.									

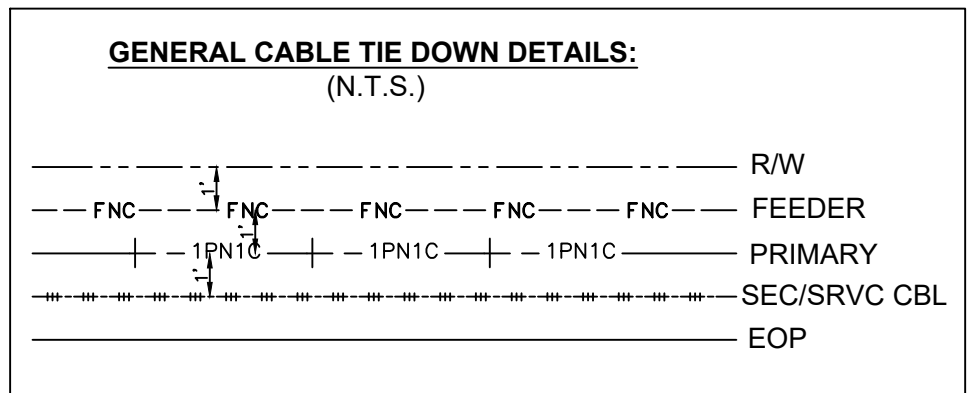
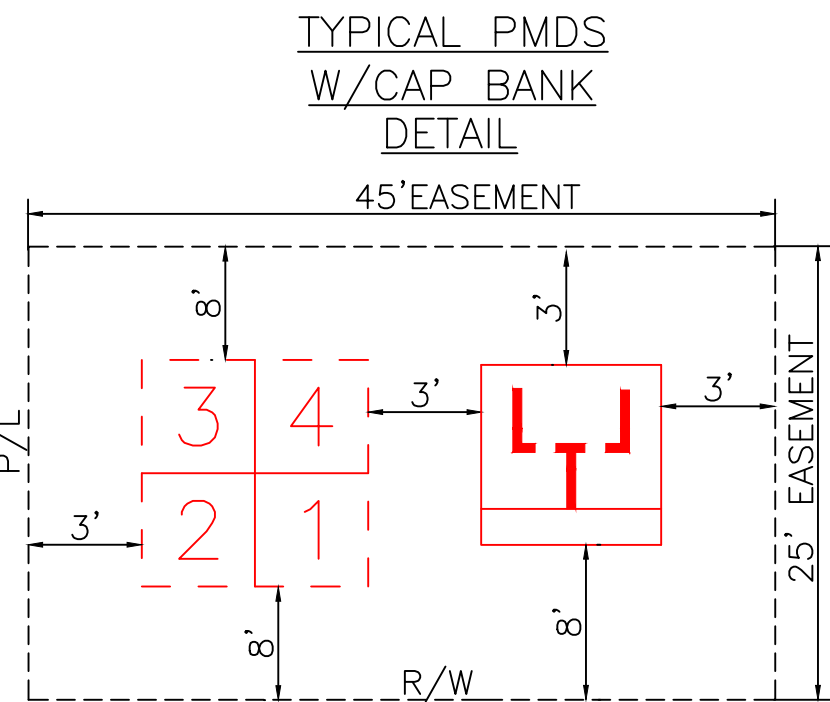
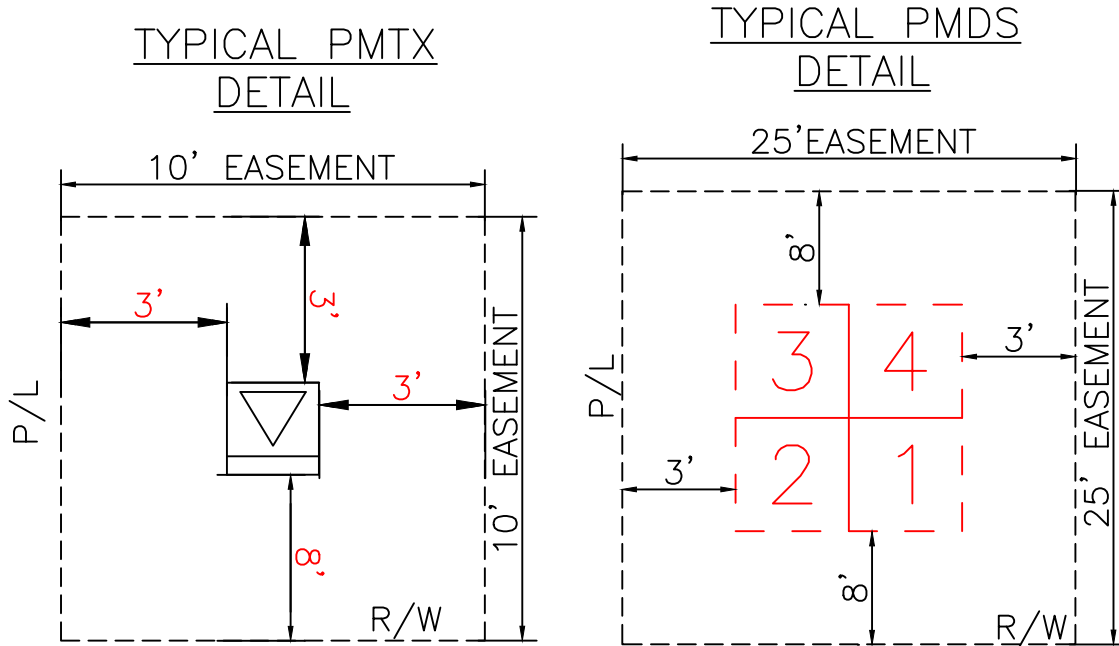
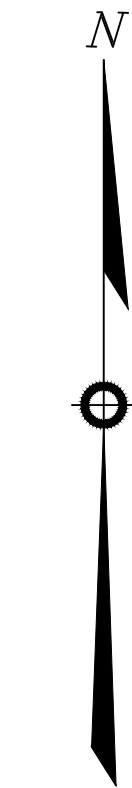


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	—

0 20 40 80
FFET

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 10

FOR CONTINUATION SEE PAGE 8

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Trench Feet		CT/Special Mtr? YES ☐ NO ☐	
Supervisor's Signature						Date		Duct Bank Feet	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						CITY		COUNTY AIR	
Foreman's Signature						Date		STATE RD	
						WMD		COUNTY RD.	
						RR XING		TRANS.	
Posted by						Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 9
WR: 11341323	WR: D0113 - 41 - 323

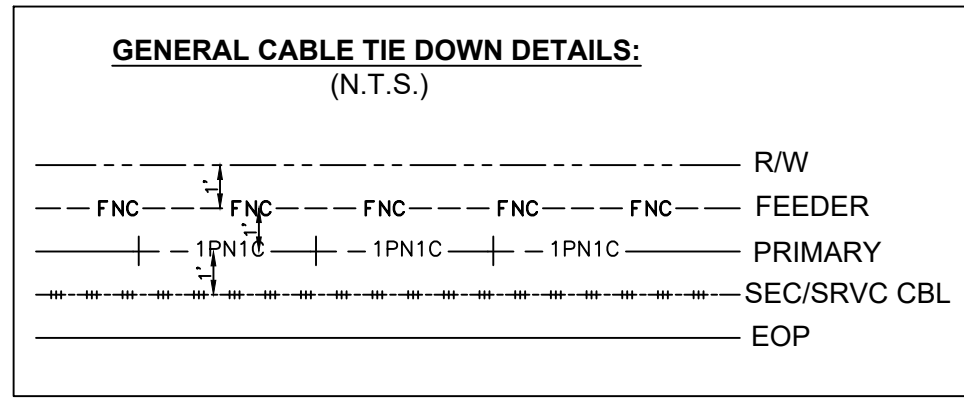
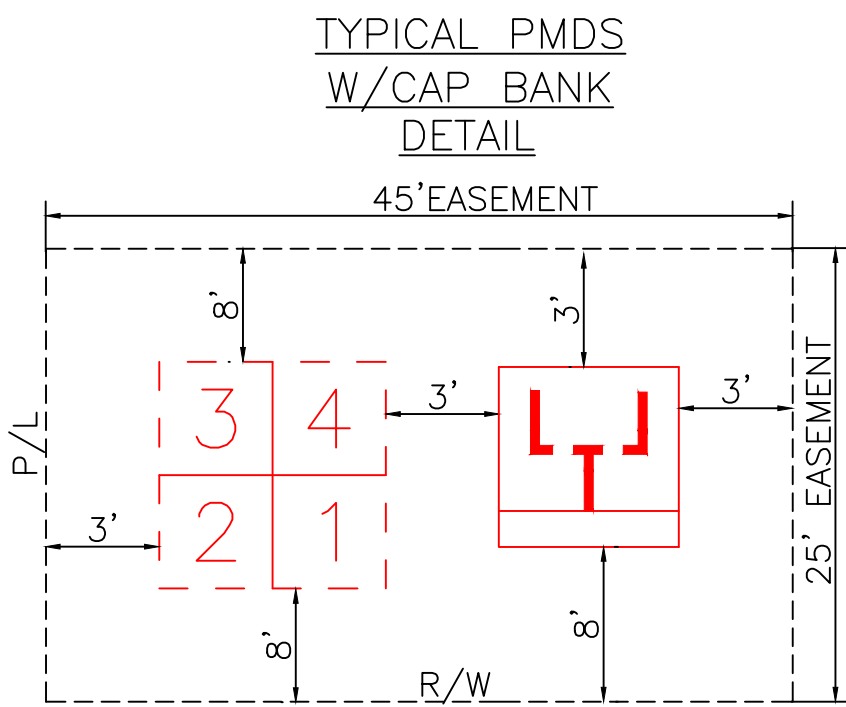
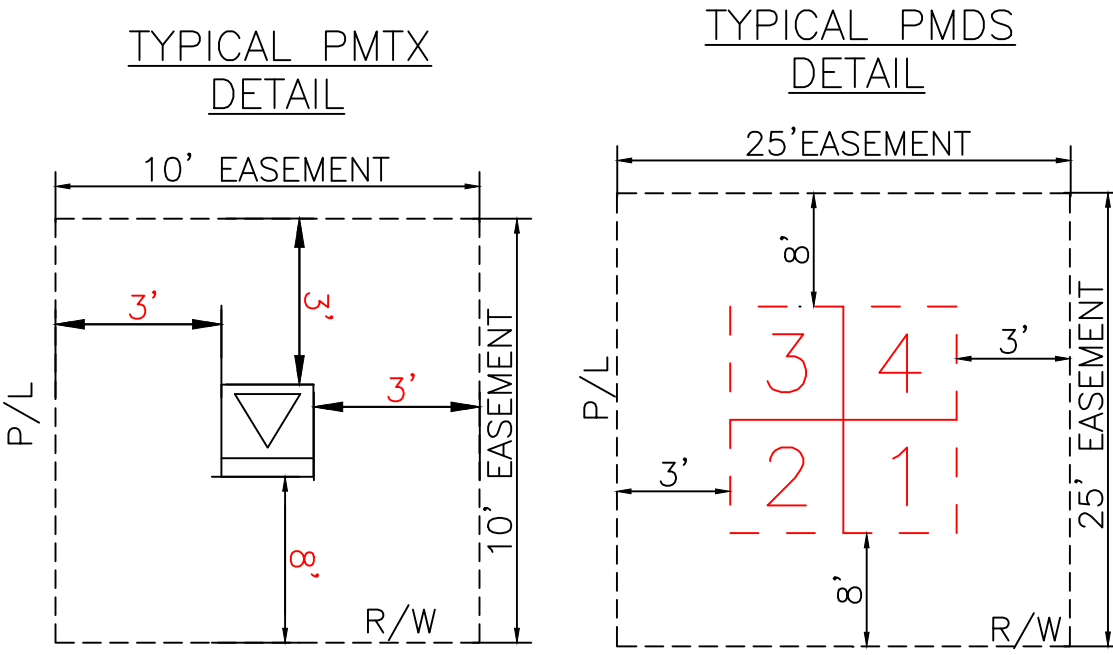
TWNP: 00S RNG: 00E SEC: 00 QTR: _____

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 25KV ☐ 25KV ☒ SALT SPRAY ☐



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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	
Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	
Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	
Date	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANS.		
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: NW	CITY OF DESTIN PHASE 1
	UG FOR CONSTRUCTION
	US HWY-90
	DESTIN/OKALOOSA, FL
DWG NO.	PAGE 10
WR: 1134	323 WR: D0113 - 41 - 323

TWNP: 00S RNG: 00E SEC: 00 QTR:

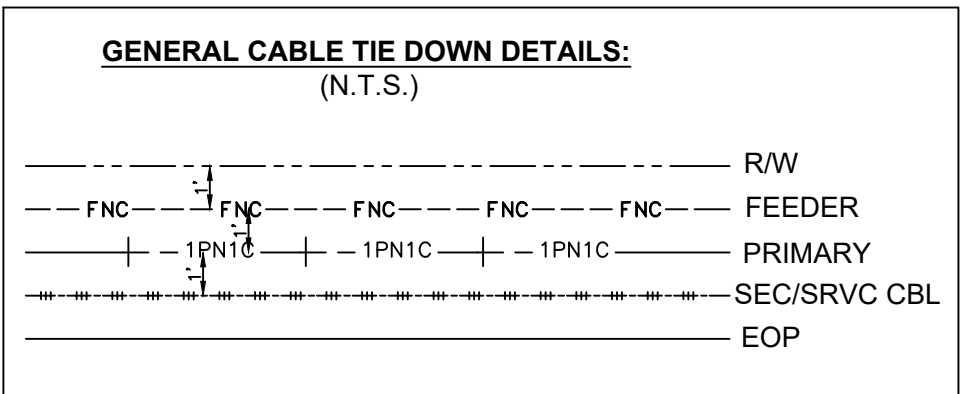
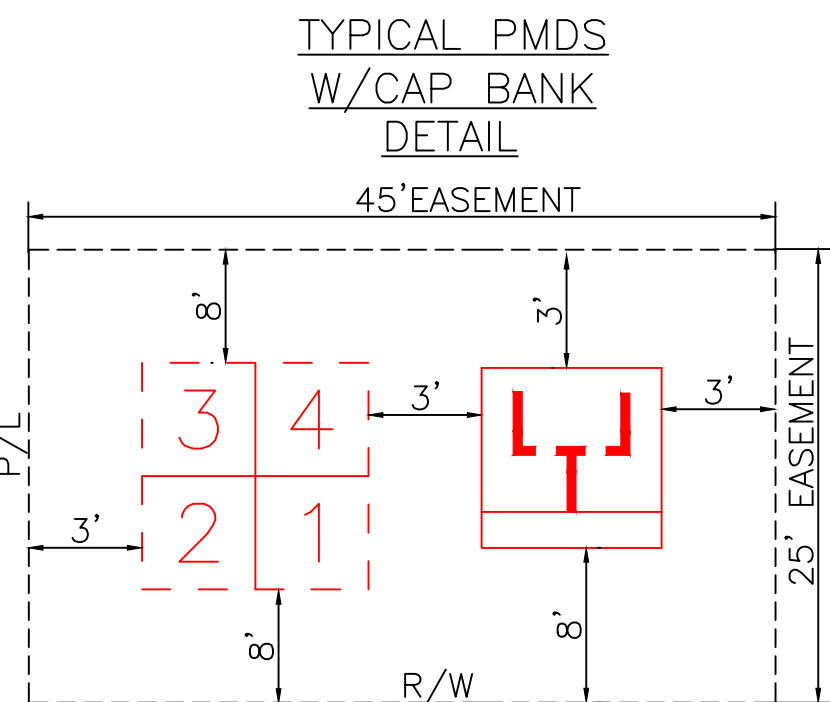
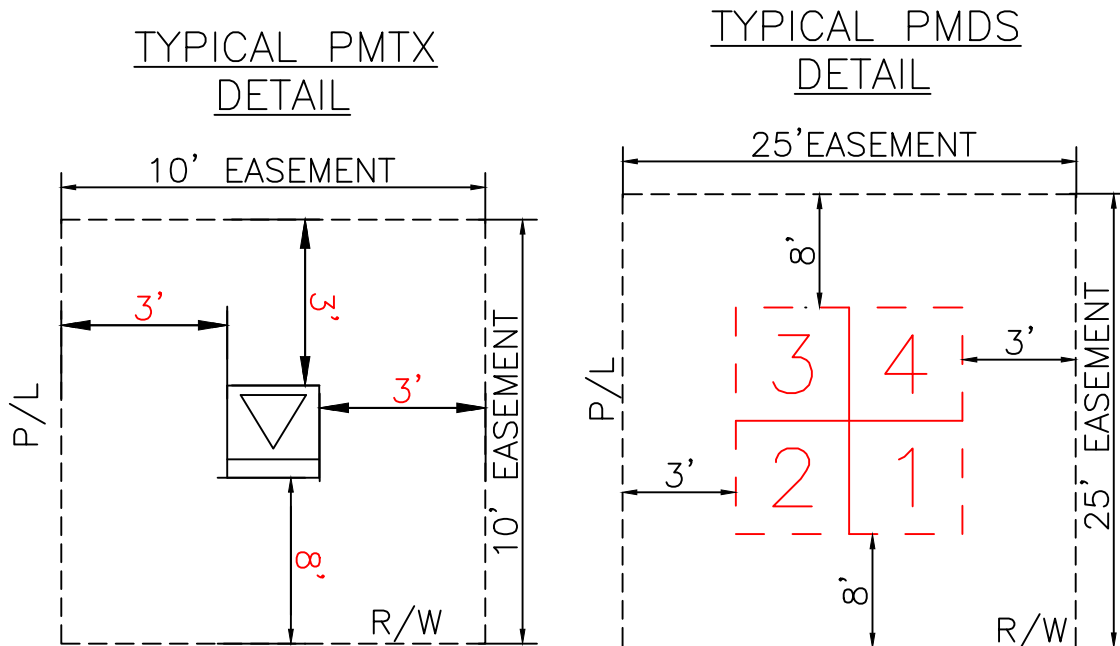
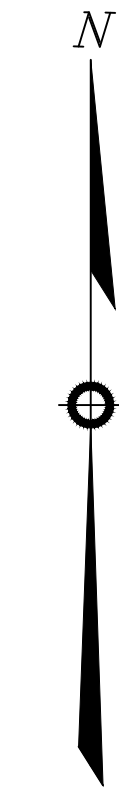
FOR CONTINUATION SEE PAGE 11

FOR CONTINUATION SEE PAGE 9

PLOT DATE: 06/00/00 CAD NAME: NO-NAME PLOT TIME: 00:00:00

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 12

FOR CONTINUATION SEE PAGE 10

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	
Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	
Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	
Date	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
WMD	RR XING	COUNTY RD.	TRANS.		
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: **NW**

**CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION**

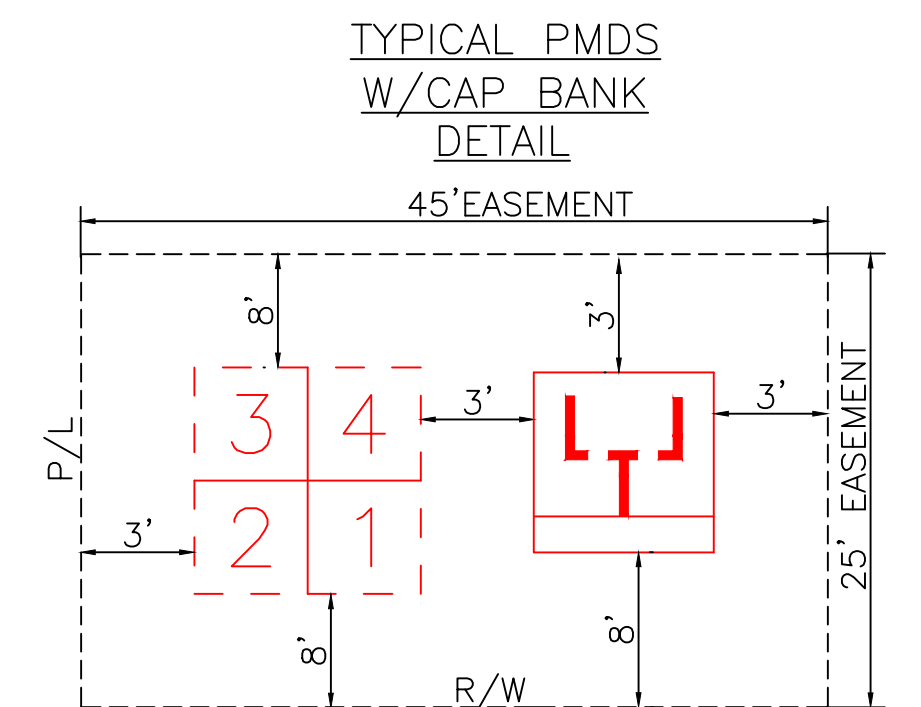
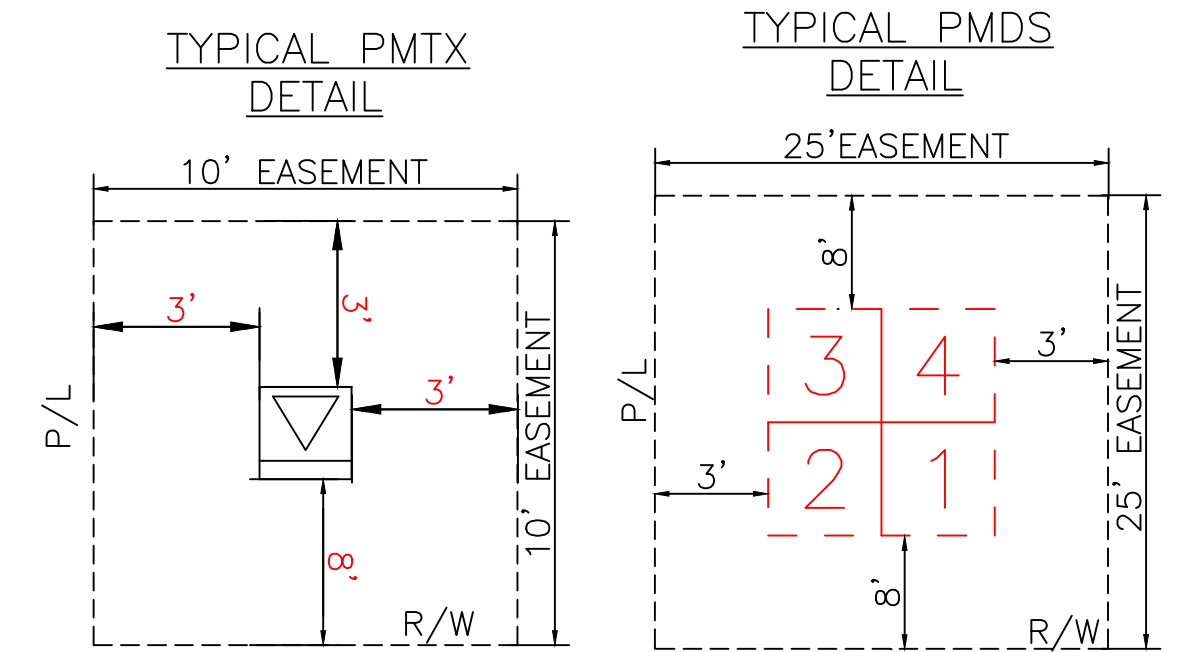
US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. **PAGE 11**

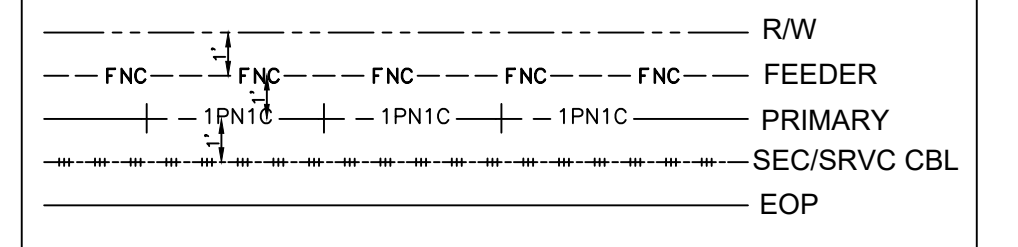
WR: **11341323** WR: **D0113** - 41 - **323**

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 12
WR: 11341323 WR: D0113 — 41 — 323

ROW AGREEMENT

EASEMENTS REQUIRED

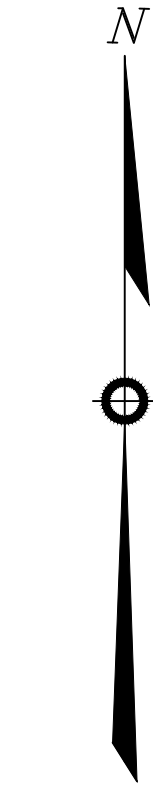
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Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE			
Supervisor's Signature _____ Date _____ All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Permit Rec'd		CITY DR. DIST. COUNTY AIR STATE RD FFA WMD RR XING COUNTY RD. TRANSM.					MAP NO. _____			
Foreman's Signature _____ Date _____		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				 0 20 40 80 FEET		DWG NO. PAGE 12 WR: 11341323WR: D0113 - 41 - 323		

PLOT DATE: 00/00/00	PLOT TIME: 00:00:00	CAD NAME: NO-NAME
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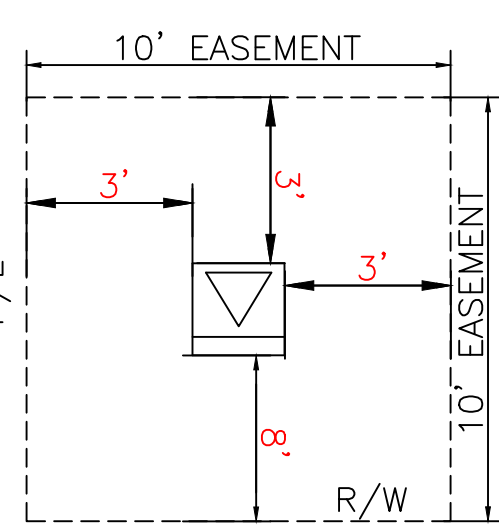
INACCESSIBLE 12KV FUTURE 25KV 25KV SALT SPRAY

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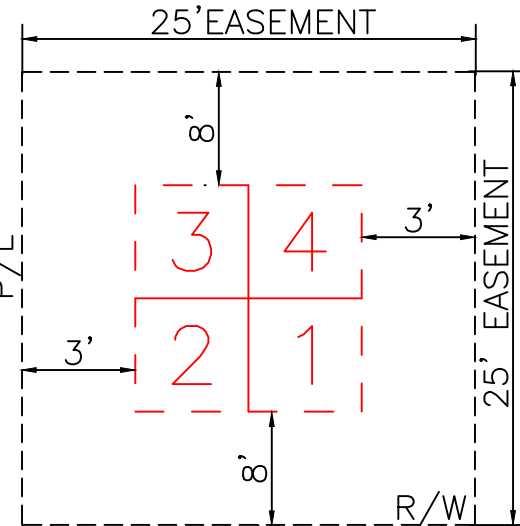
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



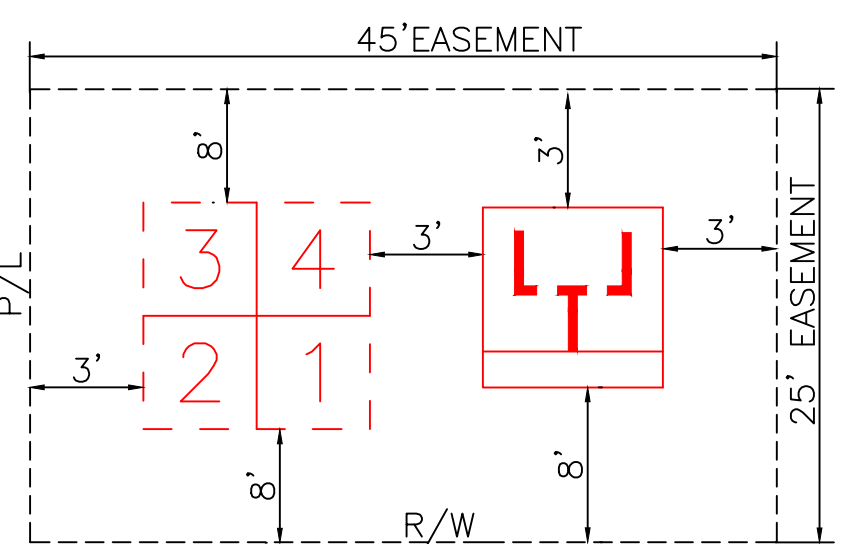
TYPICAL PMTX DETAIL



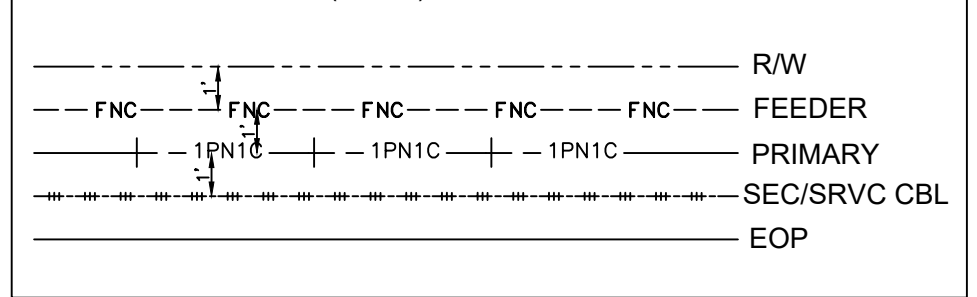
TYPICAL PMDS DETAIL



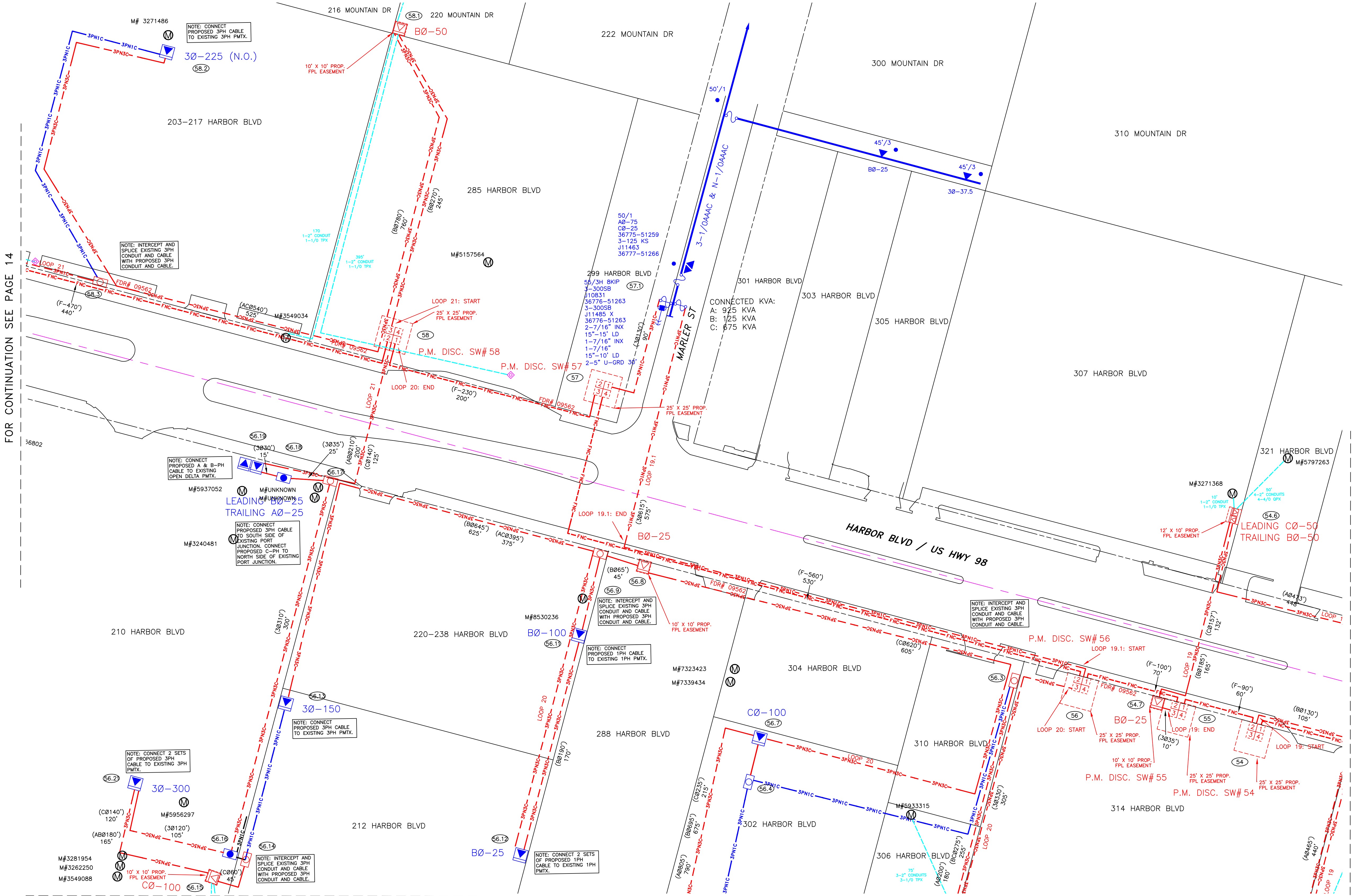
TYPICAL PMDS W/CAP BANK DETAIL



GENERAL CABLE TIE DOWN DETAILS: (N.T.S.)



REFERENCE DWG's



FOR CONTINUATION SEE PAGE 13A

FOR CONTINUATION SEE PAGE 13A

FOR CONTINUATION SEE PAGE 12

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	
Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	
Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	
Date	

Easement?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐
Posted by	

Survey/Stake?	YES ☐ NO ☐
Designer/Stake?	YES ☐ NO ☐
Trench Feet	
Duct Bank Feet	
CITY	DR. DIST.
WMD	RR XING
COUNTY AIR	COUNTY RD.
STATE RD	TRANS.
FAA	
Telephone Request?	YES ☐ NO ☐
CATV Request?	YES ☐ NO ☐



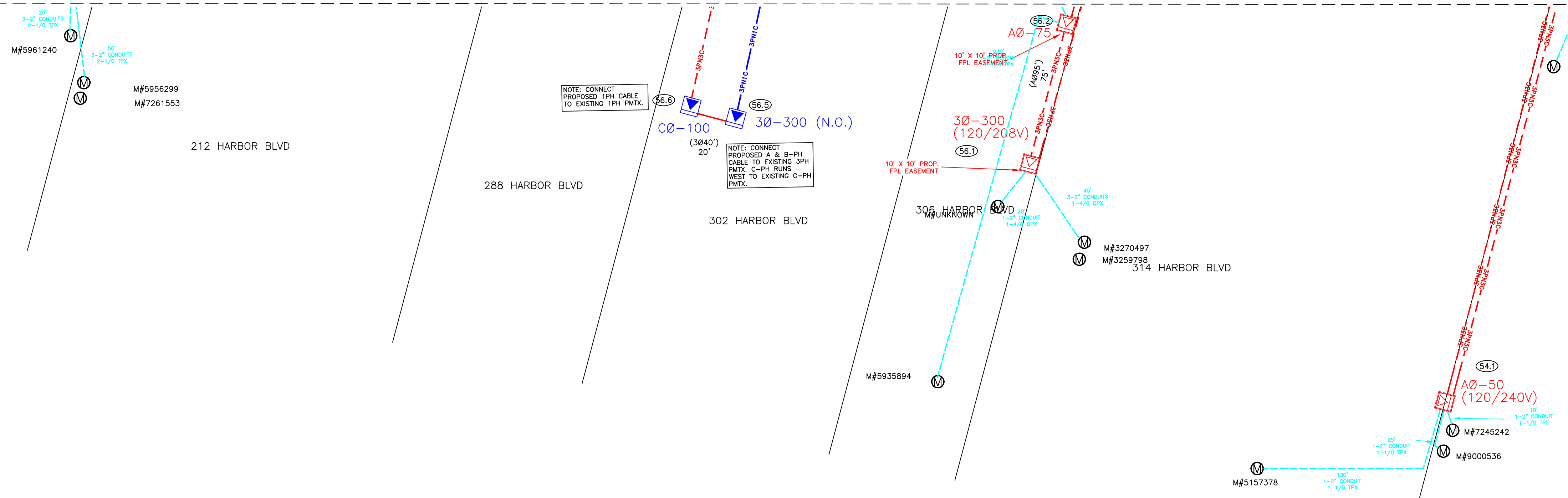
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 13
WR: 11341323	WR: D0113 - 41 - 323

CAD NAME: NO-NAME PLOT DATE: 06/00/00 PLOT TIME: 00:00:00

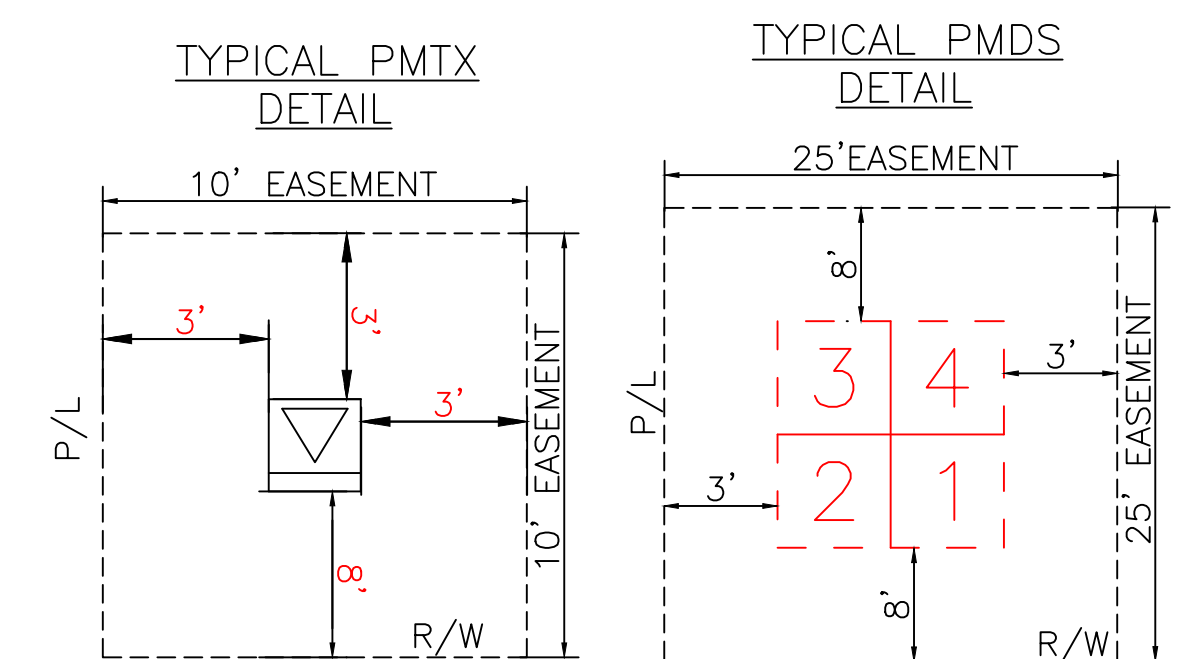
FOR CONTINUATION SEE PAGE 13

FOR CONTINUATION SEE PAGE 13

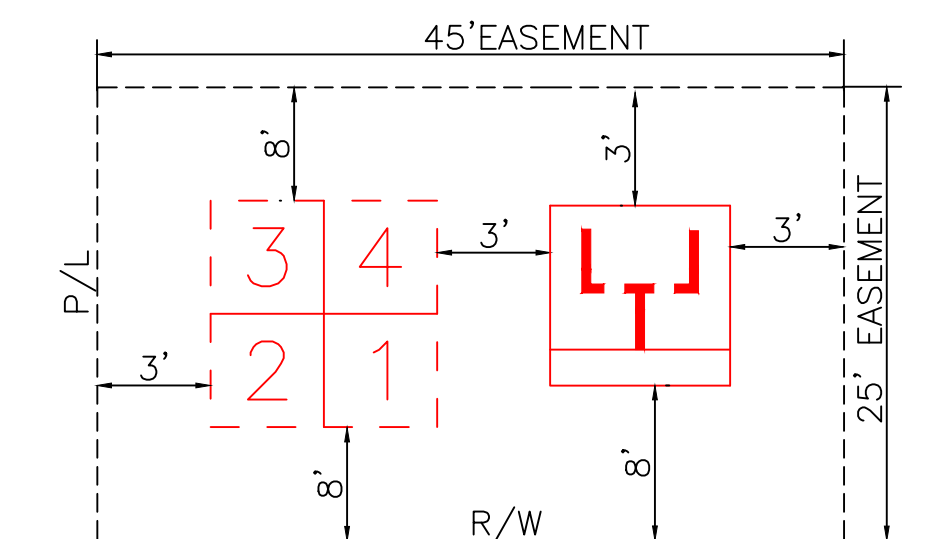


The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

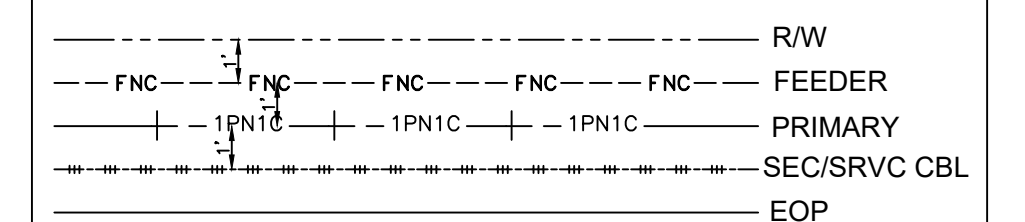
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



TYPICAL PMDS
W/CAP BANK
DETAIL



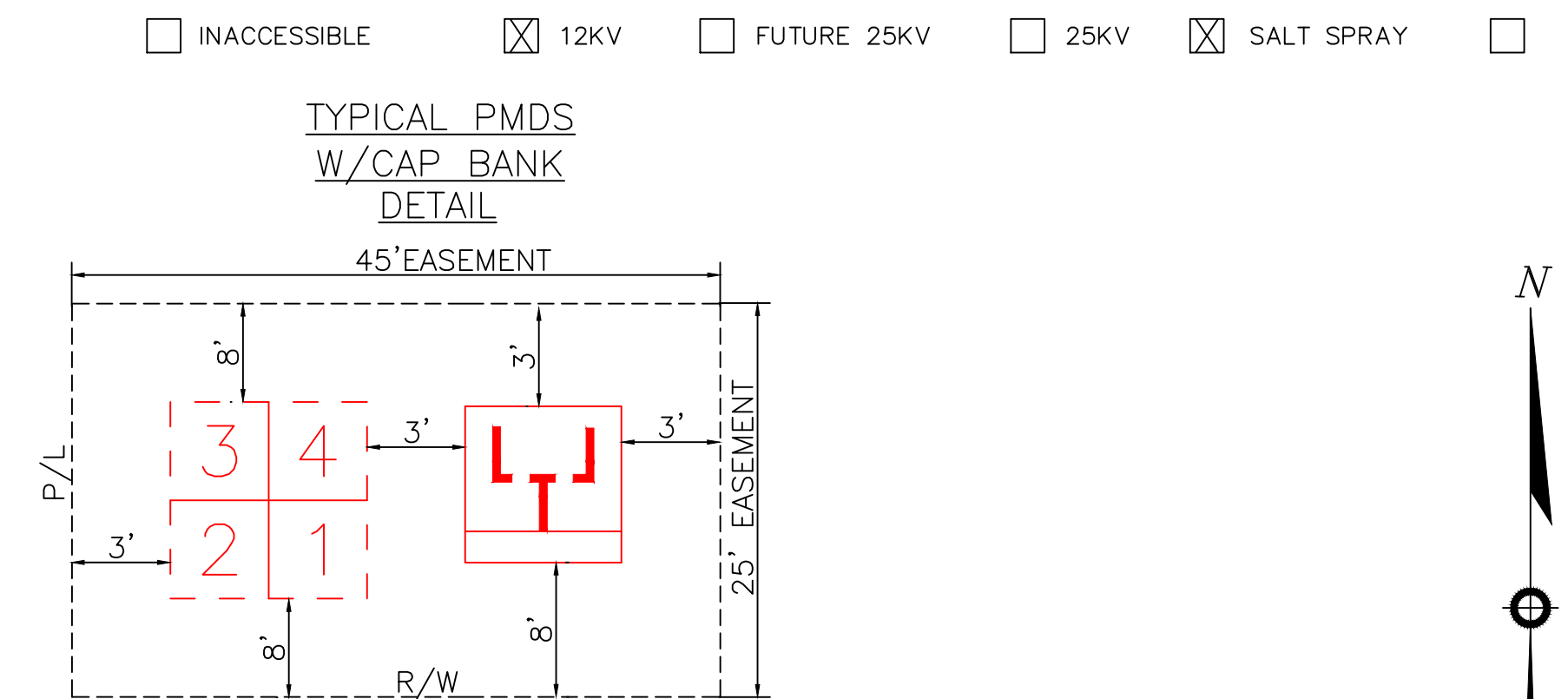
GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT				DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL			
Initials	Cart. Date	Foreman's Signature				Date				DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print.						Trench Feet				Duct Bank Feet	
Material changes shown on ROS.						CITY				DR. DIST.	
Supervisor's Signature						Date				STATE RD	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD		RR KING		COUNTY RD.			
Foreman's Signature				Date		CATV Request?		YES ☐ NO ☐			
Posted by				Telephone Request?		YES ☐ NO ☐		CATV Request?			
				YES ☐ NO ☐		YES ☐ NO ☐		0 20 40 80 FEET			
								DWG NO. WR: 11341323 WR: D0113 - 41 - 323			



Timing diagram for the R/W signal. The diagram shows a sequence of five FNC (Function Not Command) pulses. The first pulse is labeled 'FNC' and has a duration of 1P1N1C. The subsequent four pulses are also labeled 'FNC' and have a duration of 1P1N1C. The signal is labeled 'R/W' on the right.

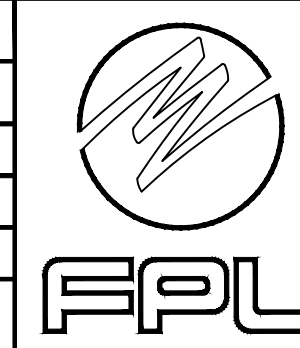


FOR CONTINUATION SEE PAGE 14B

EASEMENTS REQUIRED

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/State? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT RECORD CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD. TRANS.					
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.									
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	—

0 20 40 80
FEET

M/A: **NW**
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL
DWG. NO. **PAGE 14**
WR: **11341323** WR: **00113 - 41 - 323**

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

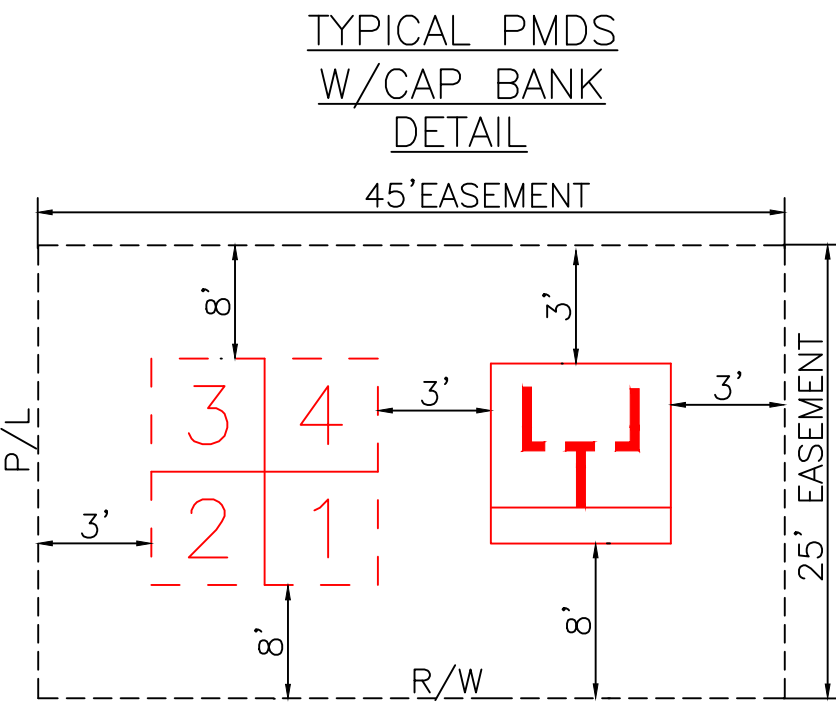
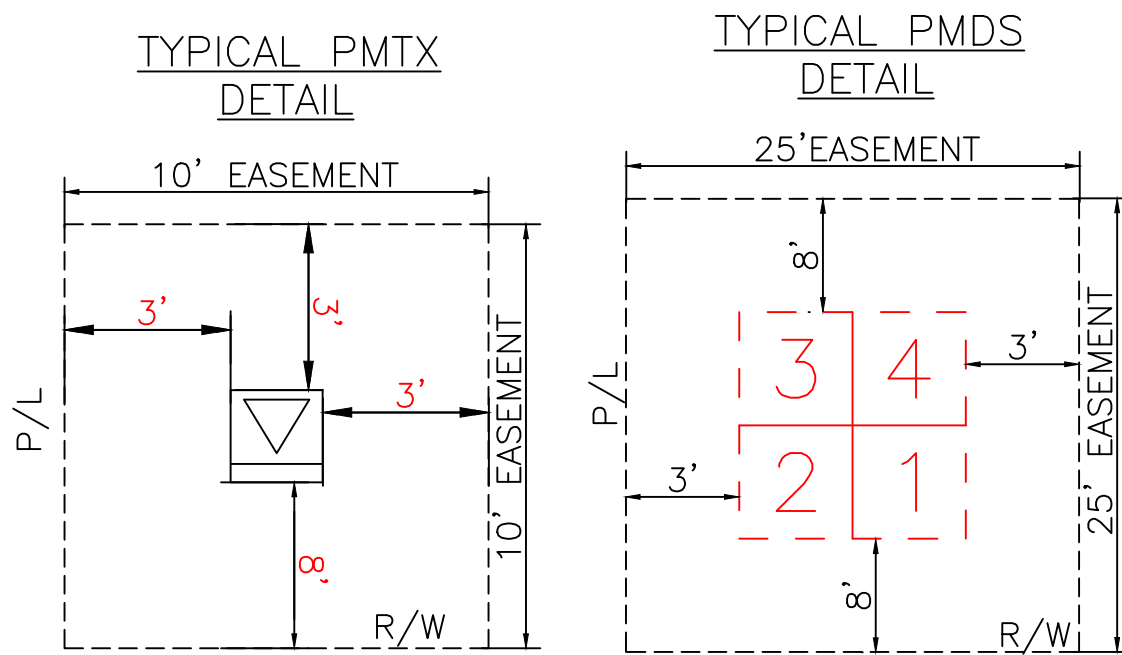
DWG NO. PAGE 14
WR: 11341323 WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 14

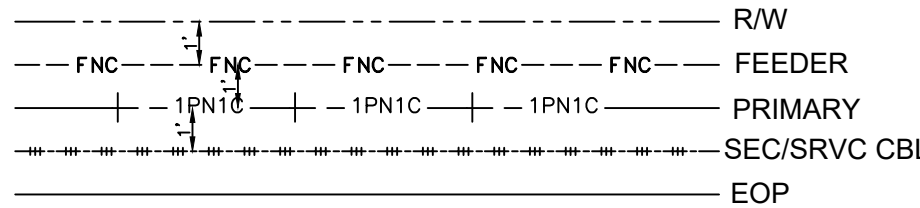
FOR CONTINUATION SEE PAGE 14

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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐	
Initials	Foreman's Signature	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet			
Supervisor's Signature		CITY		DR. DIST.	COUNTY AIR	STATE RD	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		WMD		RR XING	COUNTY RD.	TRANS.		
Foreman's Signature		Posted by		Telephone Request?		YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



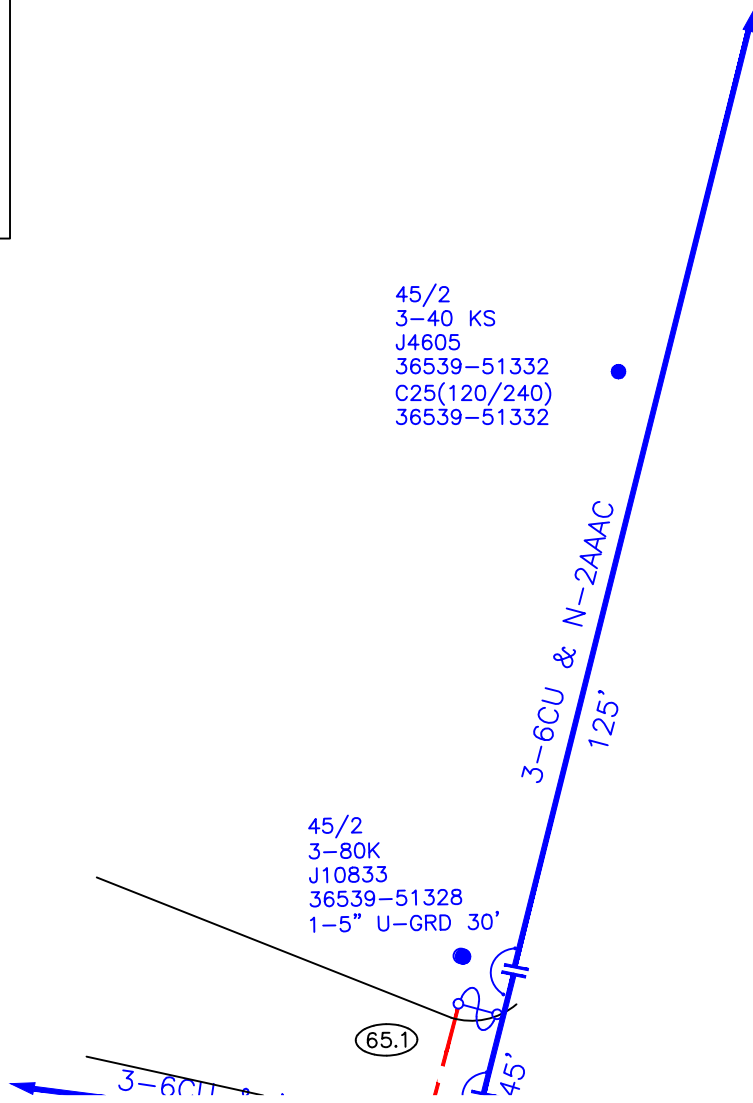
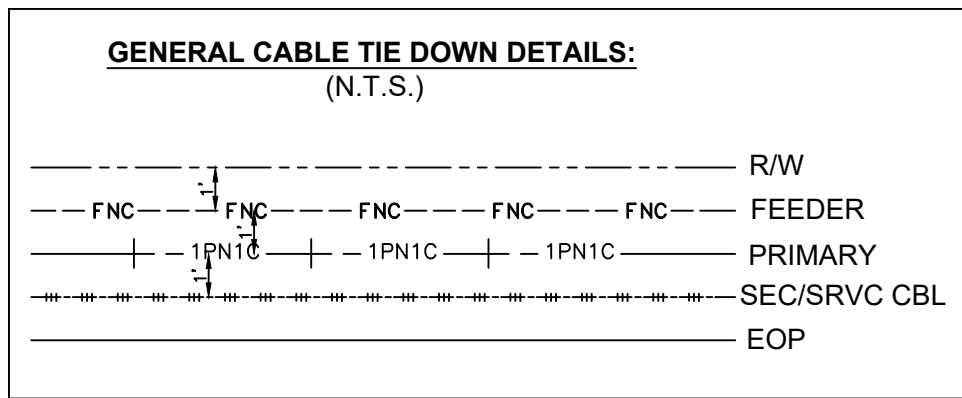
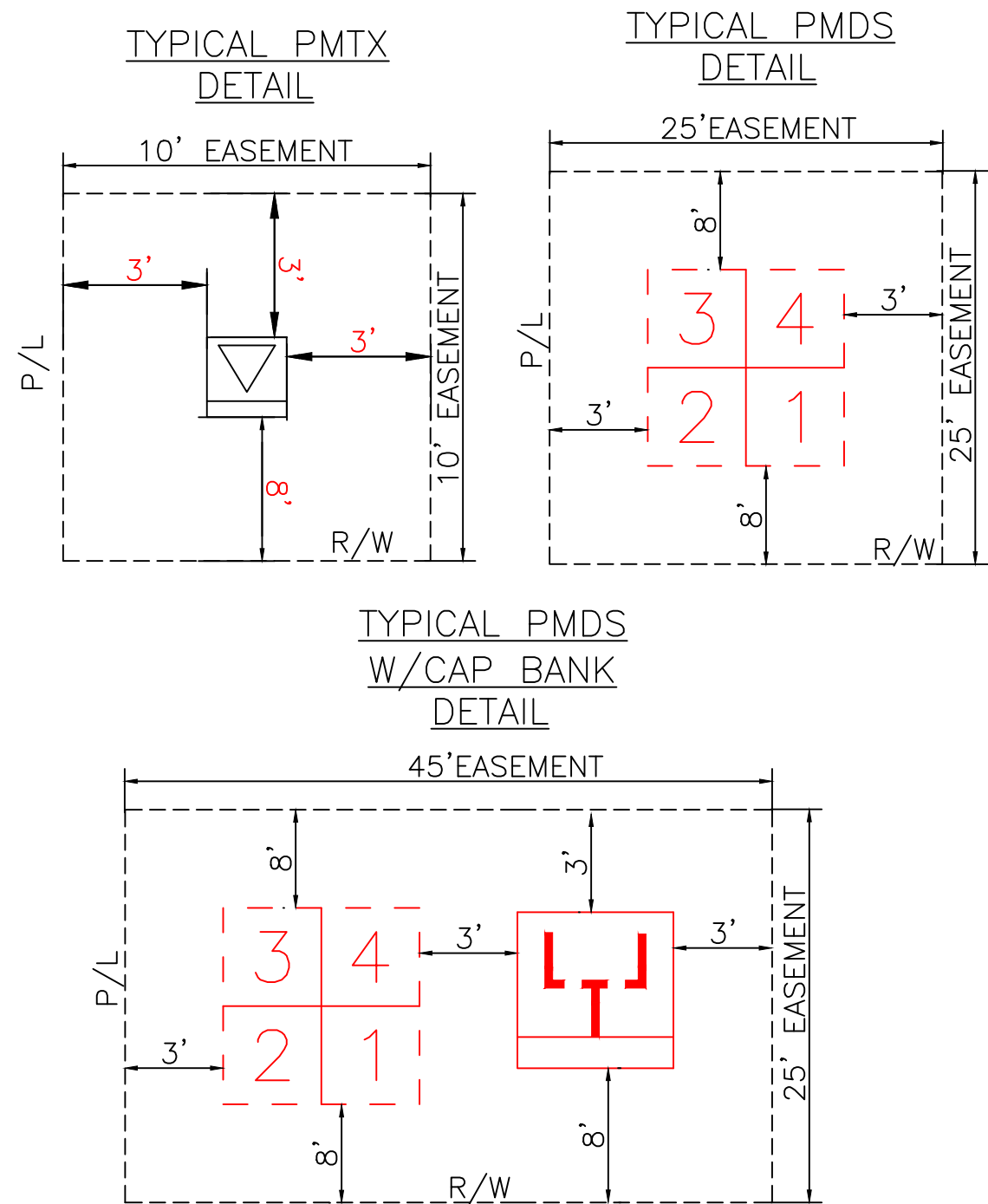
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 14B
WR: 1134-323	WR: D0113-41-323



ROW AGREEMENT

EASEMENTS REQUIRED



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL DWG NO. PAGE 15A WR: 11341323 WR: D0113 - 41 - 323											
Initials		Cert. Date		Foreman's Signature		Date		Tree Work? YES ☐ NO ☐			Designer/Stake? YES ☐ NO ☐				CT/Special Mtr? YES ☐ NO ☐		DRAWN BY							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet		PERM REC'D			CITY				DR. DIST.		COUNTY AIR		STATE RD		FAA		DATE	
Supervisor's Signature		Date		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Foreman's Signature		Date			Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐		MAP NO.		-					
Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		0 20 40 80 FEET																		

FOR CONTINUATION SEE PAGE 14



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.D.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Louis Zunguze, Interim City Manager

DATE: January 22, 2024

SUBJECT: Synalovski Romanik Saye (SRS) Contract

I. BACKGROUND: RFQ 23-01-CD - Proposal for Town Center Conceptual Site Master Planning was released on February 17, 2023. At the May 15, 2023, regular City Council meeting, the Council ranked the firm of Synalovski Romanik Saye ("SRS") first in the selection process and directed the City Manager to negotiate a contract to bring back to Council for consideration. The Master Agreement and first Work Authorization are attached.

II. DISCUSSION: The attached Master Agreement for Professional Planning Services ("Master Agreement") engages SRS to perform certain work geared towards future growth planning in the areas identified in Master Agreement's Exhibit "B." These areas include:

- (1) Most City owned property clustered at the City's western edge, including the Community Center and the newly acquired 1 Harbor property**
- (2) The Marler Street parking cluster of properties**
- (3) The Publix development in the Town Center CRA**
- (4) The City Hall cluster of properties.**

These clusters of properties also present the most likely site for a potential City Center type development. However, in order to effectively manage not only a City Center-type development, but other forms of City growth, it is necessary to consider these properties together and consider the impact development on any one cluster may have on the City as a whole. The Master Agreement intends to accomplish this goal.

Pursuant to the terms of the Master Agreement, SRS would proceed in phases through "Work Authorizations." A Work Authorization is a short description of the specific work to be performed pursuant to the Master Agreement. By taking this phased approach, the City is better able to control the flow and cost of the work.

The first proposed Work Authorization for the first phase of work is also attached. It proposes a series of sub-phases with periodic charettes in-between the sub-phases where SRS presents its progress to the City Council.

(1) First, SRS will perform on-site due diligence and stakeholder meetings. This will be followed with charrette #1 and then an update to City Council.

(2) Next, SRS will engage in schematic programming where it examines, synthesizes, and provides a preliminary report on all information. This would be followed by an on-site stakeholders meeting and charrette #2 followed by an update to City Council.

(3) Based on this input, SRS would refine its programming, again meet with stakeholders, and have charrette #3 and then present its progress to City Council.

(4) From here, SRS would create its final report and make its final presentation to City Council.

The SRS would bill at an hourly rate not to exceed \$125,000. Additionally, \$30,000 in travel and other expenses are anticipated that the City would be required to reimburse.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence

II. Enhanced quality of life and safety for families

III. Economic development and revitalization

IV. Effective, efficient, and aesthetically pleasing infrastructure.

V. Improve mobility and connectivity

VI. A green and sustainable environment.

B. Effect on Budget (EOB): The FY 2024 adopted budget included \$50,000 for project code "CENTR" initially coded as Capital Improvement to be reclassified to Professional Services to help develop a master City Center plan.

The attached Work Authorization #1 is Not to Exceed (NTE) \$155,000. Staff propose to reallocate \$105,000 from the following programs to fund this task order to SRS:

\$ 50,000 from general fund set aside from Marina feasibility study

\$ 40,000 from council contingency

\$ 15,000 from city manager contingency

\$105,000 internal transfers

\$50,000 budgeted for project code CENTR

=====

\$155,000 Work Authorization #1 for SRS (\$125k for hourly services + \$30k for travel)

0151531-531000-CENTR	
Community	
Development -	
Professional Svcs-City	
Center	
	\$ -
FY 24 Adopted Budget*	-
Internal Budget Transfer	155,000
Revised Budget	155,000
Previous Expenses/Encumbrances	-
Available Program Budget	155,000
Agreement +(-)	(155,000)
FY 24 Remaining Program Budget	\$ -

**FY 24 Adopted Budget includes Budget for Prior Year Encumbrances*

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The attached Master Contract and Work Authorization #1 will allow SRS to begin performing the planning work for the areas identified in Exhibit B to the Master Agreement.

IV. RECOMMENDED MOTION: I move to approve the Master Agreement and Work Authorization #1 and the attached internal budget transfer.

Attachments:

1. City of Destin -- Master Contract Proposal SYNALOVSKI ROMANIK SAYE - FINAL
2. RFQ 23-01-CD Proposal for Town Center Conceptual Site Master Plng and Landscaping - Exhibit A
3. SRS Master Contract - Exhibit B
4. SRS City of Destin - Work Authorization #1 - FINAL
5. Exhibit 1 -- SRS Hourly Rate Table for Destin - FINAL
6. 2024 0122 Budget Txfr for SRS CENTR

CITY OF DESTIN, FLORIDA

MASTER AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

This AGREEMENT made and entered into this _____ day of _____, 2024, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as “CITY” or “OWNER”) and SYNALOVSKI ROMANIK SAYE, with an address at 1800 Eller Drive, Suite 500, Fort Lauderdale, Florida 33316 (hereinafter referred to as “CONSULTANT”).

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional consulting engineering and design services pursuant to the terms of RFQ 23-01-CD; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant’s Competitive Negotiation Act, Chapter 287.055, Florida Statutes;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1 CONSULTANT’S RESPONSIBILITIES

1.1 CONSULTANT’S SERVICES

- 1.1.1 The CONSULTANT’S services consist of those services performed by the CONSULTANT, CONSULTANT’S employees and CONSULTANT’S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.
- 1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.
- 1.1.3 The CONSULTANT’S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT’S services. The schedules may be adjusted as various tasks proceed and shall include allowances for periods of time required for the CITY’S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2 CONSULTANT'S SERVICES

- 2.1 In accordance with Request for Qualifications RFQ 23-01-CD, Proposal for Town Center Conceptual Site Master Planning and Landscaping Consulting Services, which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services, as directed by CITY through Work Authorizations, including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services"). Consultant shall focus on the areas identified in the map attached hereto as Exhibit "B."
- 2.2 Work Authorizations. A Work Authorization is a short description of the specific work to be performed pursuant to this Agreement. All Work Authorizations, to include specific projects and the scope of those specific projects, are contingent upon approval by the City Council. Work Authorizations shall be issued in phases. The first phase of Work shall be the "Initial Due Diligence and Programming Phase." Future phases shall be identified subsequent to the completion of the first phase.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 Each Work Authorization shall contain a Scope and Fee Proposal. CITY shall pay CONSULTANT at the hourly rate identified in the Scope and Fee Proposal. CITY shall also reimburse CONSULTANT for actual expenses incurred in performing the work and each Scope and Fee Proposal shall include estimates of anticipated expenses. Each Scope and Fee Proposal shall contain a Not To Exceed number and no payments in excess of that Not To Exceed number are authorized unless otherwise approved by the City Council.
- 3.2 All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY and upon the CITY'S City Council appropriating legally available funds for the purposes set forth in this Agreement. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

- 4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

- 4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.
- 4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

- 5.1 The documents prepared by CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT's service for use solely with respect to this Agreement.
- 5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.2 This Agreement may be terminated by either party upon not less than sixty (60) days written notice.
- 6.3 The CITY may suspend an open Work Authorization upon not less than ten (10) days written notice.
- 6.4 The City will comply with the State of Florida Prompt Payment Act. If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

ARTICLE 7 NOTICES

- 7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN

Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

With a Copy to:
Kimberly Romano Kopp
Attorney for City of Destin
PO Box 5524
Destin, FL 32541
(407)430-7070

CONSULTANT

SYNALOVSKI ROMANIK SAYE
1800 Eller Drive
Suite 500
Fort Lauderdale, Florida 33316
(954)961-6806

With a Copy to:

ARTICLE 8 INSURANCE REQUIREMENTS

- 8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than \$2,000,000.00 per event/\$5,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at the statutory limits. Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.
- 8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.
- 8.3 The required insurance policies shall contain the following provisions:
- 8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

- 8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.
- 8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:
- 8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9 SOVEREIGN IMMUNITY

- 9.1 Nothing contained herein is intended to nor shall be construed a waiver of the City of Destin's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

ARTICLE 10 INDEMNIFICATION

- 10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida.
- 11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.

- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.
- 11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement 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 CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.
- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 The parties have participated jointly in the negotiation and drafting of 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.
- 11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.12 Venue. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.
- 11.13 **WAIVER OF JURY TRIAL. ANYNY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION BROUGHT BY ONE PARTY AGAINST THE OTHER PARTY, BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR**

OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

- 11.13 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.
- 11.14 Notices. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:
- 11.15 Public records. Contractor shall comply with Florida Public Records Laws, specifically to:
- 11.15.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
 - 11.15.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - 11.15.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 11.15.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.
- 11.16 Consultant shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the City in a non-discriminatory environment. Consultant shall not discriminate on the basis of race, color, national origin, and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and **Rule Chapter 14-78, Florida Administrative Code.**
- 11.18 This Agreement is binding on the parties, their successors and assigns.
- 11.19 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., CONSULTANT and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. CONSULTANT shall require each of its subcontractors to provide CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The CITY, CONSULTANT, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and CONSULTANT shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

CONSULTANT:

Lance Johnson
Its: City Manager

By: _____
Its: _____

Date

Date

Attest to Signature:

Witness to Signature:

Rey Bailey
City Clerk

Print Name: _____

SEAL

Witness to Signature:

Approved as to Legal Form:

Print Name: _____

Kimberly Romano Kopp
Attorney for City of Destin

EXHIBITS

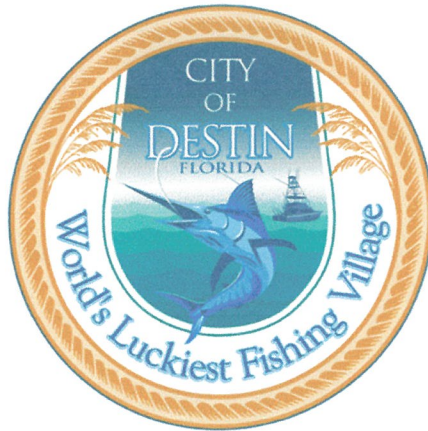
- A. Request for Qualifications No. RFQ
23-01-CD
- B. Map of Areas of Focus
- C. Certificates of Insurance

DRAFT

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-01-CD

**“PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER
PLANNING and LANDSCAPING CONSULTING SERVICES”**



City of Destin, Florida
February 17, 2023


Lance Johnson
City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

NOTICE TO PROPOSERS

The City of Destin, Florida (City), is currently receiving sealed competitive submittals for “**Proposal for Town Center Conceptual Site Master Planning and Landscaping Consulting Services**” The firm with the successful Proposal shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. The Scope of Work is to provide Conceptual Master Planning Services to the City of Destin (Owner) in general accordance with the **2017 Edition of the AIA Document B-105, Standard Short Form of Agreement Between Owner and Architect with modifications** including Architectural and Landscape Design Services to City Staff and City Council. Proposals must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked “RFQ No. 23-01-CD, “**PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and LANDSCAPING CONSULTING SERVICES**”, **along with the name, return address and telephone number of the firm submitting the proposal**, no later than 2:00 p.m. Central Time, on Thursday March 23, 2023 at which time they will be opened and identified aloud. The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to accept the Proposal(s) or take any other actions deemed by the City to be in the City's best interest.

Lance Johnson
City Manager

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 23-01-CD PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and LANDSCAPING CONSULTING SERVICES

I. PURPOSE: The purpose of RFQ No. 23-01-CD is to secure sealed proposals for “**PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and LANDSCAPING CONSULTING SERVICES**”

II. SCOPE OF WORK: The City of Destin (City) is offering a rare and unique mixed-use redevelopment opportunity in the City’s Town Center Community Redevelopment Area. This is a once in a generational opportunity to design for the redevelopment of up to 20 acres of highly visible land in the Town Center Destin Area, at the corner of Main Street and Highway 98. The scarcity of land in Destin, combined with the location and redevelopment opportunities of the Town Center Area, create a true placemaking opportunity. The information contained in this solicitation reflects the conceptual criteria and redevelopment goals that the City would like to achieve in selecting a Master Planning, Architectural and Landscaping Design Team.

VISION OF PROJECT

The Proposed Project will consist of multiple parcels totaling approximately 20 acres at the corner of Main Street and Highway 98. The vision and scope of the project initially includes a 60,000 square foot grocery anchor, offices, educational and cultural uses, residential development and various outparcels, that embody “live, work and play” environments by integrating a variety of daytime (retail, commercial, office) and night-time (restaurants and cultural arts) uses with a residential component. The expanded scope is to anticipate the inclusion of a City Hall, Community Center, Event Center, and parking deck structures to create a new Destin City Center with a "Beach Flair." Responses will be encouraged to take advantage of the gateways into the Town Center offered by Highway 98 and Main Street. Respondents will also be encouraged to include iconic features in their design that help brand Town Center Destin as a vibrant and economically strong community hub.

The City seeks a series of signature projects within the Town Center that combine iconic architecture and mixed uses, as well as complement the unique public realm that would result in the master planned environment.

Appropriate uses in the Town Center could include corporate headquarters; general office and commercial; hotel; educational and/or vocational; clean technology; information technology; financial and professional services, hospitality and residential. Ground floor uses should include retail and pedestrian-oriented uses that activate the street. Additionally, building design should accentuate the public spaces in-between buildings to further enhance the pedestrian experience. An excellent example is the **Alpharetta City Center**, a mixed-use district in the Atlanta Metropolitan area, in Georgia. The comprehensive integration of public space that separates buildings encourages social activity and promotes a unified urban community.

In summary, the City is seeking a Respondent who has the proven redevelopment experience to design the vision of creating a successful urban Town Center in the City of Destin.

This Request for Qualifications is for Architectural and Landscape Design Services.

SUBMISSION REQUIREMENTS AND TIMELINE

III. TERMS AND CONDITIONS

The resulting contract shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a “Fee Schedule” and any additional negotiated services required within the scope of work.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and City policy. Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The consulting services costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum fee. The results of this negotiation will result in a Task Order for the miscellaneous project. The City’s standard form of consulting agreement will be utilized.

A cancellation clause will allow either the City or the Consultant to cancel with proper notice.

The selected consultant shall be required to assume responsibility for all services offered in his proposal. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated but will be based upon documented work completed satisfactorily.

IV. SUBMITTAL FORMAT

The Submitted proposals **SHALL** be submitted in the format described below:

1. Letter of interest:

- a. An individual authorized to legally bind the firm shall sign the transmittal letter. The letter shall include the firm's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the City about the confidential nature of the information.
- b. Specific Professional services to be offered - delineate each service your firm offers.

2. Table of Contents.

3. Joint Ventures, Background Information & Business Credentials – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm:

- a. Name, address, telephone number, fax number and e-mail address of the firm including all d/b/a's or assumed names or other operating names of the firm.
- b. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the firm's performance under the terms of this RFQ.
- c. Local office address and phone number (if any).
- d. Employment personnel profile.
- e. Joint venture information/previous experience. Firms submitting proposals as a joint venture shall submit to the City, as part of proposals, a copy of any joint venture agreement.
- f. **Registration** – State the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.

4. The firm shall prepare an **executive summary and overview of the services it is offering, including all of the following information:**

- a. Statements that demonstrate that the firm understands and agrees with the terms and conditions of the RFQ and the proposed contract.
- b. Statement through which the firm certifies that the contents of the proposal are true and accurate.

- c. An overview of the firm's plans for providing the necessary services to the City.
 - d. An explanation as to why the firm should be awarded this engagement.
- 5. **Areas of Expertise** – Provide list of your company's area of expertise. Include listing of projects verifying same. Firms **will not** have to have expertise in all areas to be considered. The firm must provide the following information regarding its experience:
 - a. Number of years in business.
 - b. Number of years' experience with providing the types of services sought by the RFQ to include the number of professionals specializing in project planning, grant experience, design and implementation.
 - c. Describe the level of technical experience in providing the types of services sought by the RFQ.
 - d. Describe any significant changes in your firm's organization, focus or leadership since January 2005, and whether any changes are anticipated in the near future.
 - e. Describe any investigative, disciplinary or enforcement actions pending against your firm, and information on any such investigations which concluded with enforcement or disciplinary action against your firm since January 2005.
- 6. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal/Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on City projects.
- 7. **Firm(s) projects** (List as many projects as necessary to adequately describe firm's experience). Include the name and telephone number of the Owner's Representative or Contact. Be especially careful to provide current names, current telephone numbers and fax numbers of owner's representatives that be contacted by the City.
- 8. **Project Management Organization** – Provide information for all key personnel who will be involved in providing the services contemplated by this RFQ. Include only those who will likely be assigned to this account and indicate the day-to-day contact person or persons. The following information must be included:
 - a. Full name.
 - b. Education, licenses, registrations.

- c. Years of experience and employment history particularly as it relates to the scope of services specified herein.
- d. Expected role in the City's transactions.

9. **References** – List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, email, and a brief description of the project.

10. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Materials must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.

11. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin, or any of its agencies. (Attachment #3)

Furthermore, all respondents must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the City Clerk of City of Destin, if he is an officer or employee of the City, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

12. **Public Entity Crime Form** Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

13. **Drug Free Workplace Certification** – Preference shall be given to businesses with drug-free workplace programs included as Attachment No. 2. Whenever two or more proposals that are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

- 14. 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 negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement included as Attachment No. 4.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

- 15. Insurance Requirements** - During the performance of services under this agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage), Professional Liability and Workers' Compensation insurance. Such coverage shall adequately protect the interest of the CITY with regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this agreement. In no circumstance shall the limit of liability be written with limits less than \$5,000,000. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability and Business Automobile policies shall name City of Destin, Florida as an Additional Insured. Further, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the CITY. City of Destin, Florida shall be listed as the Certificate Holder on all certificates.

CITY reserves the right to modify its insurance requirements with a 60 day notice to CONSULTANT.

- 16. Acceptance of Terms and Conditions** - The firm shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFQ. If the firm objects to any term or condition, the firm must specifically refer to the RFQ page, and section. Objections or responses that materially alter the RFQ may be deemed non-responsive and disqualify the firm.
- 17. Certification of Independence and No Conflict of Interest** - The firm shall sign and submit with the proposal the document included as Attachment No. 5 in which the firm shall certify that it developed the proposal independently. The firm shall also certify that no relationship exists or will exist during the contract period between the firm and the City that interferes with fair competition or is a conflict of interest. The City reserves the right to reject a proposal or cancel the award if, in their discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the City.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

18. **Authorization to Release Information** - The firm shall sign and submit with the proposal the document included authorizing the release of information to the City.
19. **Firm Proposal Terms** - The firm shall guarantee in writing the availability of the services offered and that all proposal terms, will remain firm a minimum of 90 days following the deadline for submitting proposals.
20. **Proposal Form.** The Proposal Form contained within this RFQ shall precede the **mandatory** information required in this section. Any additional information submitted in support of the Bid shall follow the required information.

Sealed Submittal Packages. All Proposals to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. Central Time, on March 23, 2023 at which time shall be opened publicly and identified aloud in the City of Destin, City Hall Council Chambers, 4200 Indian Bayou Trail, Destin, Florida. Proposals may be mailed or delivered to the Office of the City Clerk at the address below. An original and five (5) **non-bound** copies shall be submitted in a sealed envelope clearly marked "**RFQ No. 23-01-CD, PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and LANDSCAPING CONSULTING SERVICES**" along with the name, return address and telephone number of the proposer, and note the time and date of the opening. Each proposer shall be responsible for their Proposal being delivered on time. Proposals offered or received after the time set for the Proposal Opening shall be rejected and returned unopened to the proposer. The City of Destin Bid Committee will then review all Proposals and forward their recommendation to the City Council for award.

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

21. **Notification.** Questions or requests for Proposal documents, regarding RFQ No. 23-01-CD may be directed to the individuals below:

Ryan J. Scott, PE
City Engineer, City of Destin
4100 Indian Bayou Trail
Destin, Florida 32541
Voice: (850) 279-6120

Rey Bailey
City Clerk, City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
Voice: (850) 837-4242

22. Responsive Proposals. Only those Proposals fulfilling all requirements outlined in this RFQ will be considered.

V. EVALUATION CRITERIA

The City intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFQ. The City will use a Bid Committee to review and evaluate the proposals for compliance with the RFQ.

The Bid Committee will evaluate and rank all proposals meeting the minimum submission requirements on the basis of professional qualifications and experience. The following considerations will be used as a guide to rank Firm's as having best applicable professional qualifications and experience: The Bid Committee will provide the rankings to the City Council. City Council shall schedule a time to interview the consultants.

- A. Responsiveness of the proposal.
- B. Understanding of the work to be performed for the City.
- C. Qualifications of the firm and individual team members to perform current and anticipated City public infrastructure projects.
- D. Background experience and technical expertise of the firm and individual team members.
- E. Recognition, understanding, capability and resources to perform the current and anticipated City public infrastructure needs.
- F. Consultants Competitive Negotiations Act - any additional requirements as defined in State of Florida Statute 287.055.
- G. Firm's past experience, reputation and competence, including technical education and training, experience in projects outlined in the RFQ.
- H. Where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
- I. Current workload.
- J. Financial responsibility.
- K. Ability to observe and advise whether plans and specifications are being complied with.
- L. Past record of professional accomplishments.
- M. Previous experience with City of Destin.
- N. Qualifications of personnel to be assigned to the program.
- O. Extent of experience and past performance working with DEP, EPA, DOT, FAA, NWFLWMD, SRF and EDA and other Grant Loan Programs.
- P. Experience with programs similar in size and scope to those herein proposed.
- Q. Firm's capability to meet schedules.
- R. Willingness to meet time and budget requirements.
- S. Demonstrated expertise and experience in utilizing various design software.

VI. SELECTION OF PROPOSALS

- A. The statements of qualifications/proposals will be reviewed by a Bid Committee. The Committee will evaluate and select from those firms deemed to be most responsive and may request presentations by those firms, if necessary.
- B. This section describes the evaluation & ranking process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation & ranking process is designed to award the contract to the firm or firms with the best combination of attributes to perform the required services.
- C. The Bid Committee will evaluate all proposals received as follows:
- D. Prepare an alphabetical listing of those proposers determined to be interested, responsive and available.
- E. Evaluate the proposals meeting minimum submission criteria based upon qualifications and may conduct discussions with those firms deemed to be the most highly qualified to provide the services required.
- F. Review of all proposals received will proceed as follows:
 - a. The Bid committee will review all written documents submitted;
 - b. Assess compliance with proposal requirements;
 - c. Detailed evaluation of proposed services, programs, and solutions;
 - d. Evaluation of technical elements;
 - e. The committee's ranking of prospective firms shall be based on the each firm's meeting the evaluation criteria;
- G. The final recommendation(s) and rankings of the Bid Committee shall be presented to the City Manager for consideration. This recommendation may include, but is not limited to, the name of one or more firms recommended for selection or a recommendation that no firm be selected.
- H. Proposers may be ranked for inclusion on a short list. If so, proposers selected for the short list may be required to make a brief (15- to 20-minute) oral presentation to the City Council in open session(s). Proposers selected to make presentations will be notified in writing in advance of the presentation date. The proposer should be prepared to discuss, at a minimum, during the presentation/interview the items presented in Proposal Requirements, as well as any related issues as

may be posed by the City Council. The City will utilize a numerical rating system in evaluating the presentation/interview. At the end of the presentation/interview process, the City Council shall rank, in order of preference, the presenting firms.

- I. The City of Destin reserves the right to negotiate contracts with one or more engineering firms for these services.
- J. Upon approval of the agreement by the City Council, the parties shall execute a formal written agreement prior to commencement of the work associated with the contract.

VII. RIGHT TO WAIVE AND REJECT

- A. The City of Destin, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Bid Committee, to complete or perform a City of Destin contracted project in a timely fashion or has failed in any other way to perform a prior contract in a satisfactory manner, and is emphasizing this condition to potential proposers.
- B. The City reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of City of Destin, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. City of Destin shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The City Council reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.
- D. The City Council specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.
- E. The City Council specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

VIII. DISQUALIFICATION OF PROPOSERS

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Bid Committee, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an City of Destin contracted project in a timely fashion or has failed in any other way, to perform a prior contract in a satisfactory manner, and has directed the City of Destin Purchasing Director to emphasize this condition to potential proposers.
- H. The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.
- I. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
- J. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-01-CD
"PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and
LANDSCAPING CONSULTING SERVICES"**

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 _____

2. This sworn statement is submitted by _____
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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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)

____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 _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, _____, and is personally known to me, or has provided _____ as identification.

My Commission expires:

Notary Public

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-01-CD
“PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and
LANDSCAPING CONSULTING SERVICES”**

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

ATTACHMENT #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-01-CD
“PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and
LANDSCAPING CONSULTING SERVICES”**

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer’s interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

ATTACHMENT #4

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-01-CD
“PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and
LANDSCAPING CONSULTING SERVICES”**

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.

CONSULTANT’s Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

ATTACHMENT #5

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-01-CD
“PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and
LANDSCAPING CONSULTING SERVICES”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFQ No. 23-01-CD - **PROPOSAL FOR TOWN CENTER CONCEPTUAL SITE MASTER PLANNING and LANDSCAPING CONSULTING SERVICES FOR THE CITY OF DESTIN**, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

STATE OF FLORIDA- DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
07/15

Project Description(s): _____

Financial Project Number(s): _____

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

I have checked the aforementioned lists to verify that the vendor is eligible for contract award/execution:

Procurement Office or Contracting Awarding
Office:

Printed Name

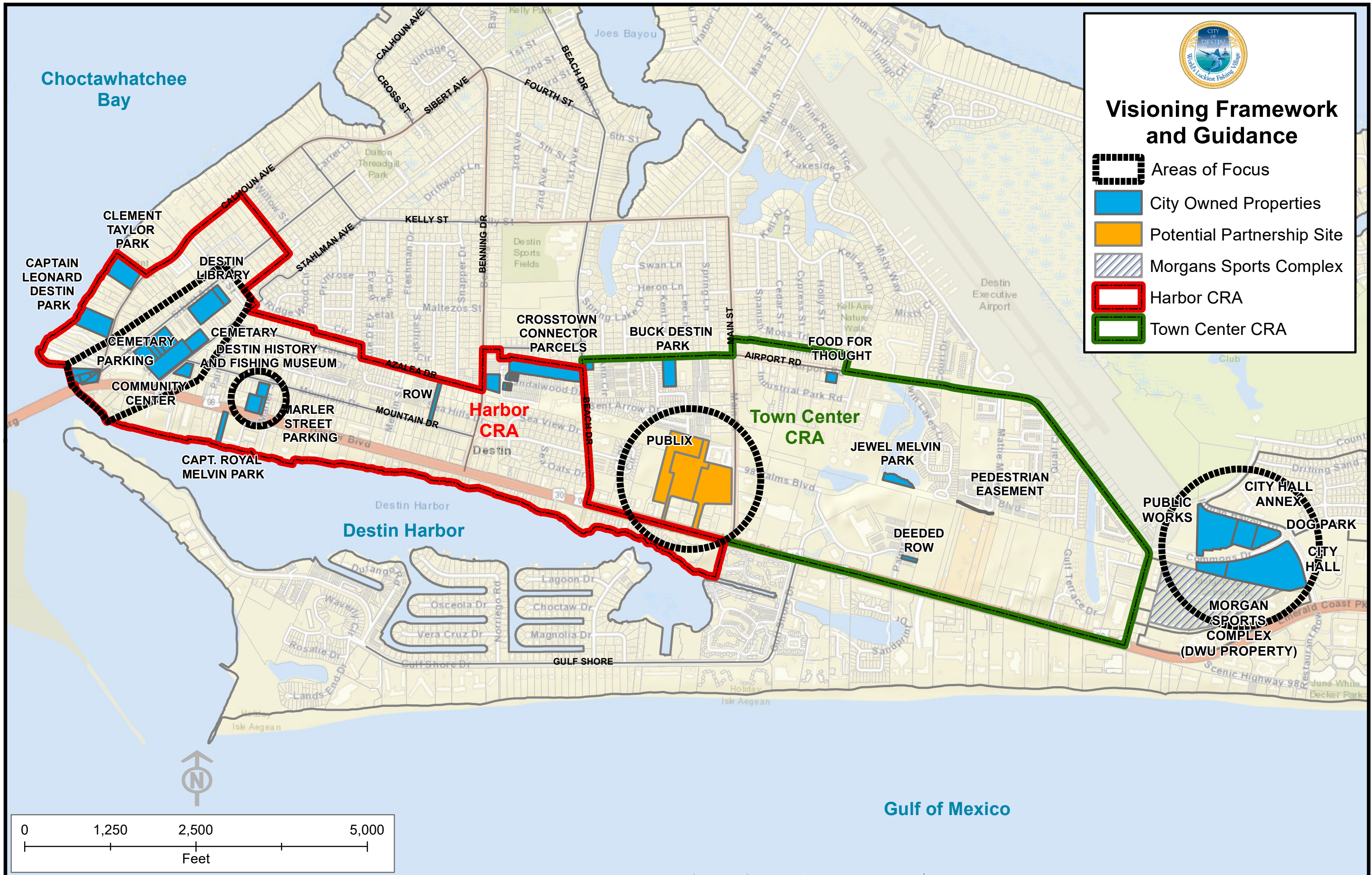
Signature

Date: _____



Visioning Framework and Guidance

- Areas of Focus
- City Owned Properties
- Potential Partnership Site
- Morgans Sports Complex
- Harbor CRA
- Town Center CRA



SRS Master Agreement for Professional Planning Services Work Authorization #I

Scope:

ACTIVITY	Estimated Time (Hourly)	Estimated # of Weeks
On-Site Due Diligence + Stakeholder Meeting - Project Startup and Kick-off Meeting with City Administration and City Staff - Coordinate Project Scope and Schedule Elected Officials and Community Stakeholders - Receive Data from Town Staff - Review existing Planning Documents, Adopted Initiatives, Zoning Codes and Policy Guidelines - Identify potential Best Practices for Streetscapes and Park Design. - Review Inventory of existing Land Uses, Infrastructure, Natural Features and Public Amenities - Initiate Project Share File for data transfer - Interview Elected Officials - Interview Community Stakeholders - Visit all relevant Sites and existing facilities. - Validate Data received from Town Staff - Identify Facility Needs and related infrastructure. - Develop Questionnaire and User Surveys - Prepare for On-Site Charrette #1	57 Hours (SRS) <u>+ 28 Hours (CGA)</u> 85 HOURS	I
On-Site Charette #I ***	10 Hours (SRS) <u>+ 5 Hours (CGA)</u> 15 HOURS	-
Schematic Programming - Examine and analyze all of the above Inventory of Information - Synthesize all collected Data to identify Gaps and Opportunities - Complete findings into a Preliminary Report for review and feedback	134 Hours (SRS) <u>+ 66 Hours (CGA)</u> 200 HOURS	4
On-Site Stakeholders Meetings	57 Hours (SRS)	I

• Review Progress Report with City Administration • Review Progress Report with Elected Officials and City Staff • Review Progress Report with Stakeholders • Prepare for On-Site Charrette #2	<u>+ 28 Hours (CGA)</u> 85 HOURS	
On-Site Charette #2 ***	10 Hours (SRS) <u>+ 5 Hours (CGA)</u> 15 HOURS	-
Refined Programming • Utilize results of On-Site Charrette #2 to program Urban Design and Planning Strategies • Refine a Proposed Program to present at On-Site Stakeholder Meetings	67 Hours <u>+ 33 Hours (CGA)</u> 100 HOURS	2
On-Site Stakeholder Meetings • Review Preliminary Report with City Administration • Review Preliminary Report with Elected Officials and City Staff • Review Preliminary Report with Stakeholders • Prepare for On-Site Charrette #3	57 Hours (SRS) <u>+ 28 Hours (CGA)</u> 85 HOURS	1
On-Site Charette #3 ***	10 Hours (SRS) <u>+ 5 Hours (CGA)</u> 15 HOURS	-
Final Programming • Utilize results of On-Site Charrette #3 to update Urban Design and Planning Strategies • Refine a Final Program to present at On-Site Stakeholder Meetings • Utilize results of On-Site Charrette #3 to finalize Program Requirements • Prepare Final Program to present at Charrette #4	40 Hours (SRS) <u>+ 20 Hours (CGA)</u> 60 HOURS	1
Final On-Site Charette #4 ****	27 Hours (SRS) <u>+ 13 Hours (CGA)</u> 40 HOURS	1
SUB-TOTAL	469 HOURS (SRS) <u>+ 231 HOURS (CGA)</u> 700 HOURS TOTAL	11 WEEKS

***: In Person presentation to the City Commission.

Fee Proposal**

- Not to exceed maximum \$125,000.
- Hourly rate of SRS Employees and subcontractors:

** Excludes travel expenses. A budget of \$30,000.00 should be scheduled for travel and project reimbursables. Reimbursable expenses such as construction administration, construction documents, copies, courier, enhanced system(s)/equipment design services, faxes, UPS, interior design services, long distance calls, mileage, permit expediting, permit fees, photography, postage, printing, processing fees, renderings, surveying, testing, threshold/special inspections and traffic studies and any additional services provided by sub-consultants shall be invoiced at 1.15 times the cost and are not included in the above fees



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

SRS Hourly Rates

Sr. Project Manager	\$	200.00
Architectural Designer III	\$	165.00
Architectural Designer I	\$	110.00

CGA Hourly Rates

Senior Landscape Architect/Urbanist	\$	180.00
Landscape Architect/Urbanist	\$	165.00
Jr. Landscape Architect/Urbanist	\$	150.00
Jr. Landscape Designer	\$	110.00

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316
T 954.961.6806 • F 954.961.6807 • www.synalovski.com

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year 2024
 Period 4
 Ref 1 BUA
 Ref 2 ADJ

Short Description SRS CITY CTR
 Effective Date 1/22/2024
 Budget Year Code 1

Entity Code 1
Amendment Type* 8
 Budget Projection Inclusion One Time

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)increase (D)decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
							\$ -
0151531 COMMUNITY DEVELOPMENT	531000 PROFESSIONAL SVCS	CENTR CITY CENTER	SRS CITY CENTER SURETTES AND VISIONING	I	\$ 155,000.00	\$ -	\$ 155,000.00
30558500 GF CIP	565000 CAPITAL IMPROVEMENT	CENTR CITY CENTER	SRS CITY CENTER SURETTES AND VISIONING	D	\$ 50,000.00	\$ 50,000.00	\$ -
30558500 GF CIP	565000 CAPITAL IMPROVEMENT	MARIN MARINA FEASIBILITY	SRS CITY CENTER SURETTES AND VISIONING	D	\$ 50,000.00	\$ 50,000.00	\$ -
0151110 CITY COUNCIL	599000 CONTINGENCY		SRS CITY CENTER SURETTES AND VISIONING	D	\$ 40,000.00	\$ 50,000.00	\$ 10,000.00
0151212 CITY MANAGER	599000 CONTINGENCY		SRS CITY CENTER SURETTES AND VISIONING	D	\$ 15,000.00	\$ 19,000.00	\$ 4,000.00
0158188 TRANSFERS OUT	581305 TXFR TO 305		SRS CITY CENTER SURETTES AND VISIONING	D	\$ 100,000.00	\$ 2,278,770.35	\$ 2,178,770.35
305300 TRANSFER IN	381305 TXFR FROM GF		SRS CITY CENTER SURETTES AND VISIONING	D	\$ 100,000.00	\$ 2,278,770.35	\$ 2,178,770.35
							\$ -

Initials

Date

Created by: _____

Entered by: _____

Approved by: _____

Note

TRANSFER FUNDS TO HIRE SRS TO HELP CITY OF DESTIN ENVISION
CITY CENTER

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
TOTAL BOCC GRANT TO BUY BEACH	2,715,607.00	2,715,607.00	0.00	0.00	0.00	2,715,607.00	.0%
30558500 GF CIP PROJECTS							
30558500 531001 CRH65 PROFESSIONAL SVCS	0.00	0.00	-9,017.17	0.00	0.00	9,017.17	100.0%
30558500 565000 CE002 CODE ENFORCEMENT EQUIP	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
30558500 565000 CENTR CITY CTR PLANNING	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
30558500 565000 CEVEH CODE ENF NEW VEHICLES	46,000.00	46,000.00	0.00	0.00	46,017.91	-17.91	100.0%
30558500 565000 CRH60 HRRR BOARDWLK MARLER BRIDGE	0.00	149,570.92	2,878.65	0.00	146,692.27	0.00	100.0%
30558500 565000 HURRC HURRICANE RESPONSE	100,000.00	100,000.00	0.00	0.00	30,000.00	70,000.00	30.0%
30558500 565000 IT003 GEN SOFTWARE: CIVICPLUS; TYLER	85,000.00	70,000.00	0.00	0.00	0.00	70,000.00	.0%
30558500 565000 IT004 CONSTRUCTION IN PROGRESS	0.00	15,000.00	2,501.84	0.00	2,750.00	9,748.16	35.0%
30558500 565000 MARIN CITY MARINA CAPITAL PROJECT	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
30558500 565000 RC125 BUCK DESTIN RESTROOMS	100,000.00	199,544.43	0.00	0.00	99,544.43	100,000.00	49.9%
30558500 565000 RC127 PICKLEBALL COURTS	350,000.00	400,150.00	18,845.00	0.00	31,305.00	350,000.00	12.5%
30558500 565000 RC129 MORGAN - FIELD LIGHTING (LED)	255,000.00	255,000.00	0.00	0.00	0.00	255,000.00	.0%
30558500 565000 RC130 MORGAN STORAGE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
30558500 565000 RC216 CLEMENT TAYLOR PARK RENOV	716,262.00	723,505.00	0.00	0.00	7,243.00	716,262.00	1.0%
TOTAL GF CIP PROJECTS	1,972,262.00	2,278,770.35	15,208.32	0.00	363,552.61	1,900,009.42	16.6%
TOTAL CAPITAL PROJECTS	0.00	0.00	92,678.57	0.00	1,203,943.54	-1,296,622.11	100.0%
TOTAL REVENUES	-11,382,312.00	-12,523,076.53	-14,805.00	0.00	0.00	-12,508,271.53	
TOTAL EXPENSES	11,382,312.00	12,523,076.53	107,483.57	0.00	1,203,943.54	11,211,649.42	

Change object from 565000 CIP to 531000 Professional Svcs and move to 0151531 Com Dev

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
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01 GENERAL FUND

0151110 CITY COUNCIL ✕

0151110 523000	LIFE/HEALTH INSURANCE	24,829.96	0.00	0.00	65,670.04	27.4%
	90,500.00					
0151110 531000	PROFESSIONAL SERVICES		0.00	0.00	50,000.00	.0%
	50,000.00	0.00				
0151110 534000	OTHER CONTRACTS					
	18,000.00	1,500.00	0.00	10,500.00	6,000.00	66.7%
0151110 540000	TRAVEL/PER DIEM					
	10,500.00	4,219.20	0.00	0.00	6,280.80	40.2%
0151110 546000	REPAIRS AND MAINTENANCE					
	1,000.00	0.00	0.00	0.00	1,000.00	.0%
0151110 552000	OPERATING SUPPLIES					
	30,500.00	11,796.55	0.00	0.00	18,703.45	38.7%
0151110 552025	OPS SOFTWARE & WORKSTATIONS					
	0.00	450.97	0.00	0.00	-450.97	100.0%
0151110 554000	BOOKS SUBS/MEMBERSHIPS					
	8,100.00	5,719.00	0.00	0.00	2,381.00	70.6%
0151110 555000	TRAINING					
	2,000.00	1,516.00	0.00	0.00	484.00	75.8%
0151110 582000	CONTRIBUTIONS					
	2,000.00	0.00	0.00	0.00	2,000.00	.0%
0151110 599000	CONTINGENCIES					
	50,000.00	0.00	0.00	0.00	50,000.00	.0%
TOTAL CITY COUNCIL						
	262,600.00	50,031.68	0.00	10,500.00	202,068.32	23.1%
TOTAL GENERAL FUND						
	262,600.00	50,031.68	0.00	10,500.00	202,068.32	23.1%
TOTAL EXPENSES						
	262,600.00	50,031.68	0.00	10,500.00	202,068.32	
GRAND TOTAL						
	262,600.00	50,031.68	0.00	10,500.00	202,068.32	23.1%

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YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
01 GENERAL FUND							
0151212 CITY MANAGER							
0151212 511000		EXECUTIVE SALARIES					
	159,797.00	159,797.00	118,380.73	0.00	0.00	41,416.27	74.1%
0151212 512000		REGULAR SALARIES					
	455,053.00	455,053.00	147,298.51	0.00	0.00	307,754.49	32.4%
0151212 521000		FICA TAXES					
	11,892.00	11,892.00	4,451.36	0.00	0.00	7,440.64	37.4%
0151212 522000		RETIREMENT CONTRIBUTIONS					
	62,135.00	62,135.00	32,215.55	0.00	0.00	29,919.45	51.8%
0151212 522001		CITY MANAGER RETIREMENT 401A					
	20,243.00	20,243.00	8,921.46	0.00	0.00	11,321.54	44.1%
0151212 523000		LIFE/HEALTH INSURANCE					
	108,178.00	108,178.00	28,666.01	0.00	0.00	79,511.99	26.5%
0151212 524000		WORKER'S COMPENSATION					
	13,039.00	13,039.00	6,155.94	0.00	0.00	6,883.06	47.2%
0151212 531000		PROFESSIONAL SERVICES					
	62,200.00	62,200.00	0.00	0.00	0.00	62,200.00	.0%
0151212 534000		OTHER CONTRACTS					
	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	.0%
0151212 540000		TRAVEL/PER DIEM					
	12,500.00	12,500.00	11.00	0.00	0.00	12,489.00	.1%
0151212 541025		IT COMMUNICATIONS					
	490.00	490.00	160.00	0.00	0.00	330.00	32.7%
0151212 542000		FREIGHT & POSTAGE SERVICES					
	340.00	340.00	8.85	0.00	0.00	331.15	2.6%
0151212 544000		RENTS AND LEASES					
	0.00	0.00	400.00	0.00	0.00	-400.00	100.0%
0151212 547000		PRINTING AND BINDING					
	7,000.00	7,000.00	321.16	0.00	0.00	6,678.84	4.6%
0151212 548000		AD/PROMOTIONAL ACTIVITIES					
	63,000.00	63,000.00	12,559.91	0.00	10,000.00	40,440.09	35.8%
0151212 551000		OFFICE SUPPLIES					
	2,000.00	2,000.00	283.49	0.00	0.00	1,716.51	14.2%
0151212 552000		OPERATING SUPPLIES					
	12,500.00	12,500.00	1,900.09	0.00	0.00	10,599.91	15.2%
0151212 554000		BOOKS SUBS/MEMBERSHIPS					
	10,300.00	10,300.00	2,209.17	0.00	0.00	8,090.83	21.4%
0151212 555000		TRAINING					
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
0151212 599000	20,000.00	20,000.00	1,000.00	0.00	0.00	D \$15K 19,000.00	5.0%
	CONTINGENCIES						
TOTAL CITY MANAGER	1,033,167.00	1,033,167.00	364,943.23	0.00	10,000.00	658,223.77	36.3%
TOTAL GENERAL FUND	1,033,167.00	1,033,167.00	364,943.23	0.00	10,000.00	658,223.77	36.3%
	TOTAL EXPENSES						
	1,033,167.00	1,033,167.00	364,943.23	0.00	10,000.00	658,223.77	
	GRAND TOTAL						
	1,033,167.00	1,033,167.00	364,943.23	0.00	10,000.00	658,223.77	36.3%

** END OF REPORT - Generated by Krystal Strickland **

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS							
305300 REVENUE							
305300 331303 RC216	RESTORE PARK CIP GRANT CTP						
	-729,918.00	-729,918.00	0.00	0.00	0.00	-729,918.00	.0%
305300 331390 ARP	ARP - AMERICAN RECOVERY PLAN						
	-312,000.00	-1,040,332.74	0.00	0.00	0.00	-1,040,332.74	.0%
305300 334400 CRT17	STATE GRANT - MULTIMODAL						
	0.00	-155,095.25	0.00	0.00	0.00	-155,095.25	.0%
305300 334491 EN615	STATE GRANT - TRANSPORTATI						
	-98,410.00	0.00	0.00	0.00	0.00	0.00	.0%
305300 337712 CM001	TDC 12.5% CRYSTAL						
	-2,254,015.00	-2,284,423.67	0.00	0.00	0.00	-2,284,423.67	.0%
305300 337712 CM002	TDC 12.5%						
	0.00	-18,829.52	0.00	0.00	0.00	-18,829.52	.0%
305300 337712 DREDG	TDC 12.5%						
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
305300 337714 CM001	BOCC CRYSTAL BEACH						
	-2,715,607.00	-2,715,607.00	0.00	0.00	0.00	-2,715,607.00	.0%
305300 337715 EN615	BOCC XTOWN CONNECT GRANT						
	-3,300,000.00	-3,300,000.00	0.00	0.00	0.00	-3,300,000.00	.0%
305300 381305	TXFR TO 305						
	-1,972,262.00	-2,278,770.35	-14,805.00	0.00	0.00	-2,263,965.35	.6%
TOTAL REVENUE	-11,382,312.00	-12,523,076.53	-14,805.00	0.00	0.00	-12,508,271.53	.1%
TOTAL CAPITAL PROJECTS	-11,382,312.00	-12,523,076.53	-14,805.00	0.00	0.00	-12,508,271.53	.1%
TOTAL REVENUES	-11,382,312.00	-12,523,076.53	-14,805.00	0.00	0.00	-12,508,271.53	.1%
GRAND TOTAL	-11,382,312.00	-12,523,076.53	-14,805.00	0.00	0.00	-12,508,271.53	.1%

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MOVE MARIN \$50K
and
CENTR \$50K
\$100K

move from 30558500 to
GF-CIP
to 6151531
Com Dev

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP		REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
01 GENERAL FUND							
0158188 INTERFUND TRANSFERS							
0158188 581005	TRANSFER OUT TO INFRA R&R GT#1						
	586,926.00	586,926.00	152,714.21	0.00	0.00	434,211.79	26.0%
0158188 581110	TXFR OUT TO 110						
	8,500,000.00	8,500,000.00	8,500,000.00	0.00	0.00	0.00	100.0%
0158188 581125	TRANSFER TO TECH FUND						
	114,724.00	114,724.00	6,327.19	0.00	0.00	108,396.81	5.5%
0158188 581213	TRANSFER OUT FOR 213 DEBT SERV						
	553,571.00	553,571.00	184,523.68	0.00	0.00	369,047.32	33.3%
0158188 581221	TXFR TO 2021 DEBT SVC						
	470,032.00	470,032.00	157,239.20	0.00	0.00	312,792.80	33.5%
0158188 581300	TRANSFER OUT TO FACILITIES R&R						
	3,400,000.00	3,400,000.00	0.00	0.00	0.00	3,400,000.00	.0%
0158188 581305	TXFR OUT TO 305						
	1,972,262.00	2,278,770.35	14,805.00	0.00	0.00	2,263,965.35	.6%
TOTAL INTERFUND TRANSFERS							
	15,597,515.00	15,904,023.35	9,015,609.28	0.00	0.00	6,888,414.07	56.7%
TOTAL GENERAL FUND							
	15,597,515.00	15,904,023.35	9,015,609.28	0.00	0.00	6,888,414.07	56.7%
TOTAL EXPENSES							
	15,597,515.00	15,904,023.35	9,015,609.28	0.00	0.00	6,888,414.07	
GRAND TOTAL							
	15,597,515.00	15,904,023.35	9,015,609.28	0.00	0.00	6,888,414.07	56.7%

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Ryan Scott, City Engineer
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director

DATE: January 16, 2024

SUBJECT: 30% Plans- Linear Park (DAG Architects)

I. BACKGROUND: DAG Architects are under contract for the design and permitting of the Linear Park from 98 Palms to Airport Road. The 30% concept plans have been completed and are ready for review and feedback. A public workshop was held on November 9, 2023, and a joint committee meeting was held on December 12, 2023, with the Public Works/Safety, Parks & Recreation and Town Center CRA Committees.

II. DISCUSSION:

Staff and DAG Architects were seeking public and Committee feedback on the current conceptual design and/or a recommendation for City Council to move forward with the current design concept. Each of the Committees provided a motion separately and also provided a joint motion for recommendation of the project 30% design. The motions were as follows:

Parks & Recreation: Motion by Chairwoman Trammell for the Parks and Recreation Committee to recommend City Council accept the 30% conceptual design plans for the Linear Trail and add the addition of bathrooms and dog stations and approve that Florida Power & Light (FPL) will install the lighting. Committee Member Sweetser provided the second. The motion passed with a unanimous vote of 5-0.

Town Center CRA: Chairman Wernet moved to adopt the plans and to send the 30% conceptual design plans forward to City Council with the additions previously recommended by the Parks and Recreation Committee, with Vice Chair Sandstead providing the second. The motion passed unanimously.

Public Works/Public Safety: Motion by Chairman Wood, seconded by Committee member Bell to recommend City Council accept the 30% conceptional design plans with the discussed additions of vehicular access and turn arounds along the route, have a vehicle rated option for the east end bridge, one with and one without, and the sidewalk connection at Mattie Kelly corrected. The motion passed unanimously.

Joint Committees: A motion was made by the Chairman of the Public Works/Public Safety Committee Jim Wood, second Parks and Recreation Chairwoman Sandy Trammell, to recommend the City Council approve the 30% Conceptual Linear Park Plans with the discussed amendments. The motion passed with unanimous support from all the members on all three committees.

To recap, the recommended amendments are as follows:

1. Addition of bathrooms and dog stations
2. Approve that Florida Power & Light (FPL) will install the lighting.
3. Addition of vehicular access and turnarounds along the route.
4. Have a vehicle rated option for the east end bridge, one with and one without.
5. The sidewalk connection at Mattie Kelly corrected.
6. The north-south Mattie M. Kelly Boulevard connection to remain in the plans (this requires a change order of \$475,000 for engineering, design, & permitting).

Staff would like to note that making the north-south Mattie M. Kelly Boulevard connection would require traffic lights to be installed at the intersection of Airport Road and Mattie M. Kelly Boulevard along with traffic lights at the intersection of Harbor Boulevard and Mattie M. Kelly Boulevard. Additionally, with the proposed parking lot entrance at the intersection of Airport Road and Commons Drive, the traffic lights and pedestrian crossings will need to be modified.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): If Council chooses to proceed with the current plans as they are, there will be no effect on budget.

The current agreement with DAG is funded as follows:

\$460,000 Town Center CRA FY 2023 appropriation

\$270,000 State Appropriation managed via FDOT

=====

\$730,000

There is no additional available budget adopted for this project in the current fiscal year.

If Council chooses to add the road modifications and signalization at Mattie M Kelly/Airport, Mattie M Kelly/Harbor Blvd, and Airport/Commons Dr then staff will prepare Budget Amendment and a change order for the DAG contract in the amount of approximately \$475,000.

Should the Council wish to proceed in this fashion, then Staff recommends appropriating from the Town Center CRA fund balance to create a budget to fund this change order.

The Town Center CRA's fund balance currently appears negative because it owes the General Fund approximately \$2.4 million borrowed during 2012 - 2019 to pay debt service. However, the current bank account balance has been growing, and the Town Center CRA is slowly repaying the General Fund. Based upon current expenditure projections, staff believe the Town Center CRA can continue to meet its obligations even if it chooses to encumber an additional \$475 thousand to complete the engineering design for the proposed additional road work.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

The DAG Architects design team will review the recommended motions from each Committee at the direction of the City Council for inclusion in the 60% design plans. Once the 60% plans have been completed, the DAG Architects design team along with City Staff will bring back revisions, add alternates, and additional costs associated with the recommendations to the Committees and the City Council for further consideration. At this juncture, the Council has the following options:

Proceed with the current plans to include all recommended amendments from Joint Committees into the 60% plan with the additional road OR

Proceed with the current plans to include specific recommended amendments from Joint Committees into the 60% plan.

IV. RECOMMENDED MOTION:

I move that City Council approve the 30% Concept Design Plans with all recommended amendments from Joint Committees into the 60% Concept Design Plans. In addition, I move for Staff to bring forth a budget amendment and change order for DAG to add engineering design for the recommended additional road improvements.

-OR-

I move that City Council approve the 30% Concept Design plans with only the following recommended amendments from Joint Committees into the 60% Concept Design Plans.

Attachments:

1. Destin Linear Park Roadway and Signals_2024_01_08_KH Scope and Fee

ITEM # 2024-7395

2. Destin Linear Park - 30% CDs Public Presentation_11.9.23
3. Destin Linear Park Meeting Minutes
4. Draft minutes from joint committee meeting-20231212
5. Pet Waste Station

Project Understanding

A linear park is proposed along an easement from the east end of 98 Palms Boulevard heading east to Airport Road in the City of Destin, Florida. The concept for the linear park includes a connection of Mattie M Kelly Boulevard across the park. Two new signalized intersections are proposed at the intersections of Airport Road at Mattie M Kelly Boulevard and US 98 at Mattie M Kelly Boulevard. A new signalized pedestrian crossing is also proposed on Mattie M Kelly Boulevard at the linear park. The concept also includes a parking area (which will be designed and permitted by others) that is accessed from the existing signalized intersection of Airport Road at Commons Drive W which will require a signal modification. The two new signalized intersections and the existing signal modification will also include drainage and roadway improvements and modifications within the intersections. The City of Destin is requesting the design and permitting of the new Mattie M Kelly connection, the two new signalized intersections of Airport Road at Mattie M Kelly Boulevard and US 98 at Mattie M Kelly Boulevard, the new signalized pedestrian crossing on Mattie M Kelly Boulevard at the linear park, and the signal modification at the intersection of Airport Road at Commons Drive W. It is our understanding that signal warrant analyses for the new signals are not needed at this time, but a traffic analysis, to determine peak hour volumes and associated signal phasing at the intersections, may be needed. Below is our scope of services based on this understanding.

Scope of Services

The following tasks will be completed under this scope:

Task 1 – Traffic Analysis

Kimley-Horn will prepare a traffic analysis to determine the appropriate signal phasing for the three project intersections. As part of this analysis, Kimley-Horn will undertake the following:

- A. Collect AM peak hour (7AM – 9AM) and PM peak hour (4PM – 6PM) turning movement counts on a typical weekday (Tuesday, Wednesday, or Thursday) at the three project intersections.
- B. Determine the anticipated AM and PM peak hour turning movement volumes at the three project intersections at the buildout of the linear park and Mattie M Kelly Boulevard connection using transportation modeling software, existing volumes with a background growth rate applied, and engineering judgement.
- C. Perform AM and PM peak hour intersection operations analyses for the three project intersections utilizing *Synchro 11* software. The purpose of this analysis will be to determine the appropriate signal phasing for the three signalized intersections.
- D. Prepare a technical memorandum to document the supplemental traffic signal phasing analysis for submittal to the City and/or FDOT. The memorandum will include graphics and tabulations plus text to describe the analysis procedure, key assumptions, traffic forecasting methods, findings, and recommendations.
- E. The Consultant will revise the traffic analysis and provide responses to up to one (1) round of comments from the City and/or FDOT. Additional rounds of review and comment will be provided as an Additional Service.

Task 2 – Mattie M Kelly Boulevard Improvements

A. Survey, Mapping & SUE Services

B. Geotechnical Engineering Services

C. Roadway Design

- a. US Hwy 98 at Mattie M Kelly Blvd Intersection

Kimley-Horn will develop horizontal and vertical geometric design for the roadway improvements and modifications at the proposed signalized intersection of US Hwy 98 and Mattie M Kelly Boulevard. The roadway improvements and modifications will be designed in accordance with the Florida Department of Transportation Standard Plans for Road and Bridge Construction (FY 2024 – 2025), the FDOT Florida Greenbook (2018), and County Land Development Code.

The roadway intersection improvements and modifications include, but are not limited to following:

- i. Median modifications on US 98 and Mattie M Kelly Boulevard
- ii. Roadway reconfiguration of northern and southern legs of the intersection
- iii. Driveway connection for Sunco Gas Station at the northeast corner of the intersection
- iv. Roadway widening for westbound left-turn lane, if required by the traffic analysis
- v. Roadway widening for eastbound right-turn, if required by the traffic analysis

b. Airport Road and Mattie Kelly Blvd Intersection

Kimley-Horn will develop horizontal and vertical geometric design for the roadway improvements and modifications at the proposed signalized intersection of Airport Road and Mattie M Kelly Boulevard. The roadway improvements and modifications will be designed in accordance with the Florida Department of Transportation Standard Plans for Road and Bridge Construction (FY 2024 – 2025), the FDOT Florida Greenbook (2018), and County Land Development Code.

The roadway intersection improvements and modifications include, but are not limited to following:

- i. Median modifications of the northern leg of the intersection

c. South Mattie M Kelly Blvd Roadway Connection and Pedestrian Crossing

Kimley-Horn will develop horizontal and vertical geometric design for the proposed Mattie M Kelly Boulevard roadway section using a design speed of 20 mph. The proposed roadway section will connect the existing northern and existing southern roadway sections. The roadway connection will be designed in accordance with the Florida Department of Transportation Standard Plans for Road and Bridge Construction (FY 2024 – 2025), the FDOT Florida Greenbook (2018), and County Land Development Code.

The roadway connection and pedestrian crossing will include, but are not limited to following:

- i. Typical section approval from the Client for the proposed section of Mattie M Kelly Boulevard
- ii. On-street parking and streetscape design
- iii. ADA curb ramps with detectable warning strips, crosswalk striping, and a pedestrian actuated signal. It is anticipated that the trail that connects to the ADA ramps is designed and permitted by others.

The pavement section is intended to match existing Mattie M Kelly Boulevard pavement section. Pavement design is not included in this scope of work.

D. Drainage Design

A drainage design will be developed to ensure existing drainage patterns are maintained and provide adequate conveyance for the runoff from the proposed roadway and intersection improvements.

Once the drainage design is completed, it will be submitted to the appropriate permitting agencies.

- a. US Hwy 98 at Mattie M Kelly Blvd Intersection
 - i. Inlet spread analysis for up to fifteen (15) inlets on US 98 for intersection improvements and median modifications
- b. Airport Road and Mattie Kelly Blvd Intersection
 - i. Potential relocation of up to four (4) ditch inlets on Airport Road based on proposed ADA curb ramp and crosswalk locations
- c. Mattie M Kelly Blvd Roadway Connection and Pedestrian Crossing
 - i. Ditch analysis on existing northern and southern sections of Mattie M Kelly Boulevard.
 - ii. One stormwater quality pond will be designed per City of Destin to treat runoff from the new roadway connection.
 - iii. Stormwater quantity capacity for the roadway connection will be provided in the adjacent waterbody.

E. Signal Design

- a. US Hwy 98 at Mattie M Kelly Blvd Intersection

Kimley-Horn will prepare signalization plans for the intersections of US 98 at Mattie M Kelly Boulevard. The design will consist of notes, signal head displays, detection, pedestrian features, mast arm assembly locations, controller type and location, electrical service, conduit, pull boxes, street name signs, phasing, and local timings.

Kimley-Horn will perform structural calculations for up to eight (8) proposed mast arm assemblies consistent with current FDOT standards. Kimley-Horn will prepare a mast arm structural calculation report signed and sealed by a Professional Engineer for submittal to the City and/or FDOT. This scope assumes that all mast arms will be within the range of FDOT standard designs, and Consultant will check each mast arm and foundation to determine if this is the case. If any mast arm(s) or foundation(s) must exceed the dimensions or loading specified in the FDOT standards, the Consultant will have to develop a special design which will be considered an additional service and will require additional fee and Task Authorization.

- b. Airport Road and Mattie Kelly Blvd Intersection

Kimley-Horn will prepare signalization plans for the intersection of Airport Road at Mattie M Kelly Boulevard. The design will consist of notes, signal head displays, detection, pedestrian features, mast arm assembly locations, controller type and location, electrical service, conduit, pull boxes, street name signs, phasing, and local timings.

Kimley-Horn will perform structural calculations for up to eight (8) proposed mast arm assemblies consistent with current FDOT standards. Kimley-Horn will prepare a mast arm structural calculation report signed and sealed by a Professional Engineer for submittal to the City and/or FDOT. This scope assumes that all mast arms will be within the range of FDOT standard designs, and Consultant will check each mast arm and foundation to determine if this is the case. If any mast arm(s) or foundation(s) must exceed the dimensions or loading specified in the FDOT standards, the Consultant will have to develop a special design which will be considered an additional service and will require additional fee and Task Authorization.

- c. South Mattie M Kelly Blvd Roadway Connection and Pedestrian Crossing

Kimley-Horn will prepare Rectangular Rapid Flashing Beacon (RRFB) plans for the pedestrian crossing on Mattie M Kelly Boulevard at the linear park. The plans will consist of general notes/pay items, and the proposed equipment. The plans will consist of a Cover

Sheet, Tabulation of Quantities/Notes Sheet(s), and RRFB Plan Sheet. This scope assumes that the RRFB equipment will be consistent with the Florida Department of Transportation's (FDOT) 2023-2024 Standard Plans Index 654-001 and will be solar powered.

F. Lighting Design

a. US Hwy 98 at Mattie M Kelly Blvd Intersection

Kimley-Horn will perform a photometric analysis at the proposed signalized intersection of US 98 at Mattie M Kelly Boulevard in the lighting design software AGi32 to achieve a fixture layout meeting all applicable FDOT design criteria and standards for a new signalized intersection. The task will include voltage drop calculations. Results of the photometric analysis will be documented in a Lighting Design Analysis Report (LDAR).

b. Airport Road and Mattie Kelly Blvd Intersection

Kimley-Horn will perform a photometric analysis at the proposed signalized intersection of US 98 at Mattie M Kelly Boulevard in the lighting design software AGi32 to achieve a fixture layout meeting all applicable FDOT design criteria and standards for a new signalized intersection. The task will include voltage drop calculations. Results of the photometric analysis will be documented in a Lighting Design Analysis Report (LDAR).

c. South Mattie M Kelly Blvd Roadway Connection and Pedestrian Crossing

Kimley-Horn will perform a photometric analysis at the proposed RRFB crossing location in the lighting design software AGi32 to achieve a fixture layout meeting all applicable FDOT design criteria and standards for a new signalized intersection. The task will include voltage drop calculations. Results of the photometric analysis will be documented in a Lighting Design Analysis Report (LDAR).

G. Construction Documents

Kimley-Horn will prepare roadway, drainage, signal, and signing and pavement marking plan sheets, notes, and details. The plans will be designed to the 60% and 100% completion stage and may include the following sheets, if necessary. Sheets will be 11"x17" size and prepared in accordance with applicable Florida Department of Transportation (FDOT) design standards and specifications.

Construction documents are anticipated to have the following sheets:

- 1) Cover Sheet
- 2) General Notes
- 3) Typical Section Sheets
- 4) Project Layout and Horizontal Control
- 5) Roadway Plans
- 6) Roadway Profile Sheets
- 7) Intersection Layout Details
- 8) Cross Sections (50-foot intervals)
- 9) Traffic Control Concept Plans (using FDOT standard plans)
- 10) Signing and Pavement Marking Plans
- 11) Drainage Plans
- 12) Utility Notification Plans
- 13) Working Drainage Map
- 14) Erosion Control Plans
- 15) Erosion Control Detail Sheets
- 16) Erosion Control Notes
- 17) Signalization Notes Sheet

- 18) Signal Plan Sheets
- 19) Mast Arm Tabulation Sheet
- 20) Mast Arm Data Sheet
- 21) Guidesign Worksheet
- 22) Lighting Plan Sheets

Kimley-Horn will develop quantities consistent with FDOT standard specifications and prepare an Opinion of Probable Construction Costs (OPCC) document. An OPCC with quantities will be submitted with the 60% and Final 100% plans.

Note: The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided in accordance with this AGREEMENT are based on the information known at the time the opinions of cost are developed and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual cost will not vary from its opinions of construction costs.

H. Utility Notification

Kimley-Horn will obtain a list of known utility providers in the project's vicinity from the "Sunshine One-Call" service. Upon completion of the 60% plans, Kimley-Horn will submit the plans to the known utility providers to seek input on the location of existing utilities. Kimley-Horn will contact each provider up to three (3) times to obtain this information. Based upon the information provided by the utility providers, Kimley-Horn will update the plan to reflect the subject utilities. This scope does not include any utility relocation design or coordination.

I. Permitting

Under this task Kimley-Horn will prepare permit applications packages to the following agencies:

- a. City of Destin
- b. North Florida Water Management District/Department of Environmental Protection (NFWMD/DEP - environmental resource permit (ERP))
- c. Florida Department of Transportation (FDOT)
 - ii. Signal Design Plans
 - iii. Driveway Access
 - iv. Drainage connection

Task 3 – Airport Road and Commons Drive W Intersection Improvements

A. Survey, Mapping & SUE Services

B. Geotechnical Engineering Services

C. Roadway Design

Kimley-Horn will develop horizontal and vertical geometric design for the roadway improvements and modifications at the proposed signalized intersection of Airport Road and Commons Drive W. The roadway improvements and modifications will be designed in accordance with the Florida Department of Transportation Standard Plans for Road and Bridge Construction (FY 2024 – 2025), the FDOT Florida Greenbook (2018), and County Land Development Code.

The roadway intersection improvements and modifications include, but are not limited to following:

- i. Roadway widening for westbound through lane
- ii. Roadway widening for northbound and southbound left-turn lane, if required by the traffic analysis

It is anticipated that the parking lot on the west leg of the intersection are being designed and permitted by others.

D. Drainage Design

A drainage design will be developed to ensure existing drainage patterns are maintained and provide adequate conveyance for the runoff from the proposed roadway and intersection improvements.

Once the drainage design is completed, it will be submitted to the appropriate permitting agencies.

- a. Airport Road at Commons Drive Intersection
 - i. Ditch analysis on Commons Drive for proposed roadway widening to accommodate the westbound through lane

E. Signal Design

- a. Airport Road at Commons Drive Intersection

Prepare signal modification plans for the intersection of Airport Road at Commons Drive W. The design will consist of notes, signal head displays, detection, pedestrian features, mast arm assembly locations, controller type and location, electrical service, conduit, pull boxes, interconnect, street name signs, phasing, and local timings.

Kimley-Horn will perform structural calculations for one (1) proposed mast arm assembly consistent with current FDOT standards. Kimley-Horn will prepare a mast arm structural calculation report signed and sealed by a Professional Engineer for submittal to the City and/or FDOT. This scope assumes that the new mast arm will be within the range of FDOT standard designs, and Consultant will check the mast arm and foundation to determine if this is the case. If the mast arm or foundation must exceed the dimensions or loading specified in the FDOT standards, the Consultant will have to develop a special design which will be considered an additional service and will require additional fee and Task Authorization.

F. Lighting Design

- a. Airport Road at Commons Drive Intersection

Kimley-Horn will perform a photometric analysis at the signalized intersection of Airport Road and Commons Drive in the lighting design software AGi32 to achieve a fixture layout meeting all applicable FDOT design criteria and standards for a new signalized intersection. The task will include voltage drop calculations. Results of the photometric analysis will be documented in a Lighting Design Analysis Report (LDAR).

G. Construction Documents

Kimley-Horn will prepare roadway, drainage, signal, and signing and pavement marking plan sheets, notes, and details. The plans will be designed to the 60% and 100% completion stage and may include the following sheets, if necessary. Sheets will be 11"x17" size and prepared in accordance with applicable Florida Department of Transportation (FDOT) design standards and specifications.

Construction documents are anticipated to have the following sheets:

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- 14) Erosion Control Plans
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- 20) Mast Arm Data Sheet
- 21) Guidesign Worksheet
- 22) Lighting Plan Sheet

Kimley-Horn will develop quantities consistent with FDOT standard specifications and prepare an Opinion of Probable Construction Costs (OPCC) document. An OPCC with quantities will be submitted with the 60% and Final 100% plans.

Note: The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided in accordance with this AGREEMENT are based on the information known at the time the opinions of cost are developed and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual cost will not vary from its opinions of construction costs.

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Kimley-Horn will obtain a list of known utility providers in the project's vicinity from the "Sunshine One-Call" service. Upon completion of the 60% plans, Kimley-Horn will submit the plans to the known utility providers to seek input on the location of existing utilities. Kimley-Horn will contact each provider up to three (3) times to obtain this information. Based upon the information provided by the utility providers, Kimley-Horn will update the plan to reflect the subject utilities. This scope does not include any utility relocation design or coordination.

I. Permitting

Under this task Kimley-Horn will prepare permit applications packages to the following agencies:

- d. City of Destin
- e. North Florida Water Management District/Department of Environmental Protection (NFWMD/DEP - environmental resource permit (ERP))

Task 4 – Meetings

1. City Staff - Up to three (3) Kimley-Horn staff will attend up to one (1) in-person meeting with City staff at each of these project milestones.
 - a. 60% Design
 - b. 90% Design
 - c. Construction Documents
2. Pre-Application Meetings:
 - a. NFWMD ERP - Up to two (2) Kimley-Horn staff will attend up to one (1) virtual meeting with agency personnel.
3. FDOT
 - a. Up to three (3) Kimley-Horn staff will attend up to three (3) in-person meetings with FDOT staff.

4. Site Visits:

- a. Up to three (3) Kimley-Horn staff will attend up to three (3) site visits for this project.

No public involvement activities are anticipated as a part of this project. Kimley-Horn can attend additional meetings as an additional service.

Schedule and Fees

Kimley-Horn will accomplish the services outline above for the lump sum fees noted in the following table.

Tasks

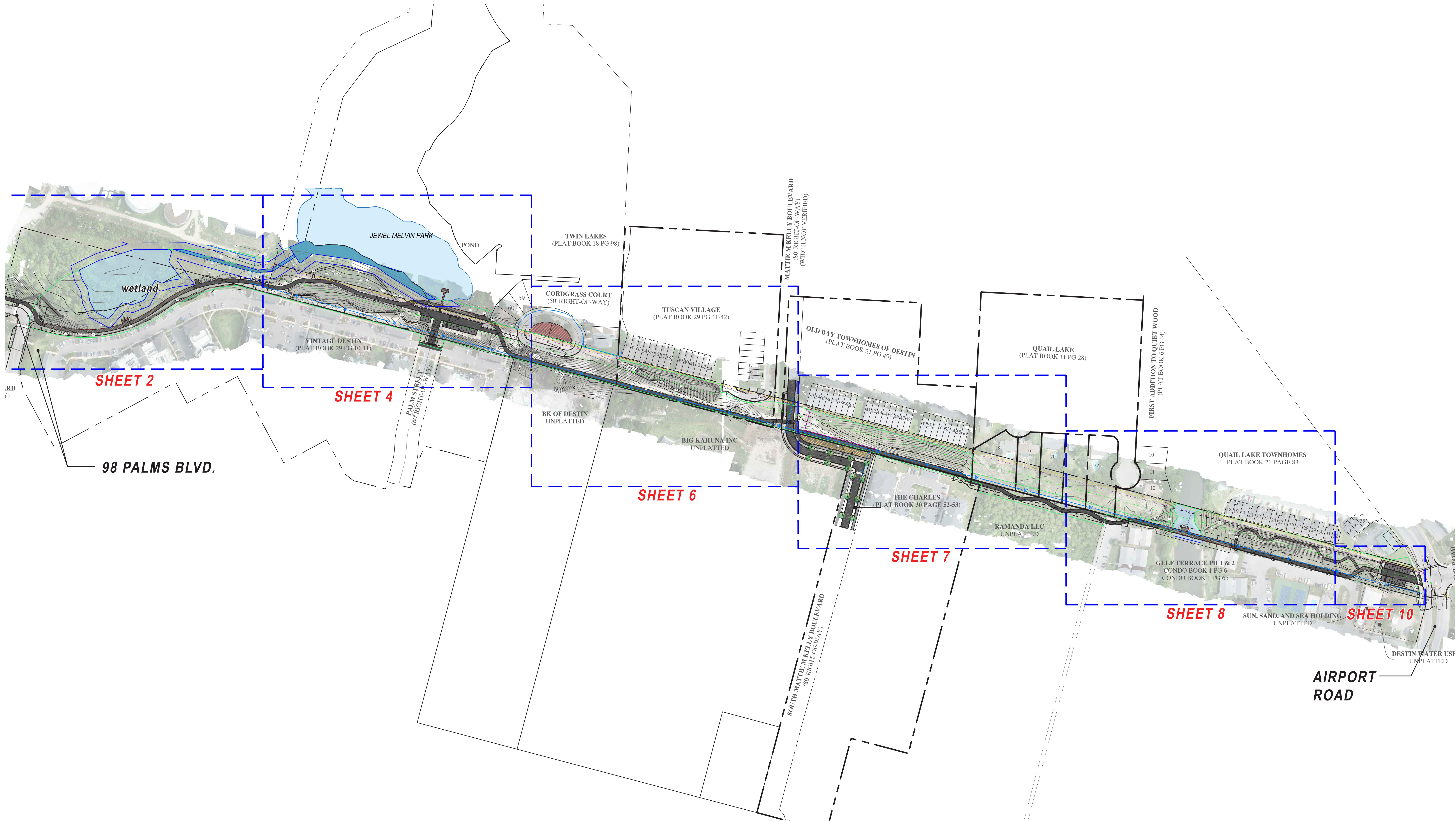
Task 1 – Traffic Analysis	\$17,000
Task 2 – Mattie M Kelly Boulevard Improvements	\$310,000
<i>A. Survey, Mapping & SUE Services - Allowance</i>	<i>\$40,000</i>
<i>B. Geotechnical Engineering Services - Allowance</i>	<i>\$20,000</i>
<i>C. Roadway Design</i>	<i>\$50,000</i>
<i>D. Drainage Design</i>	<i>\$29,000</i>
<i>E. Signal Design</i>	<i>\$50,000</i>
<i>F. Lighting Design</i>	<i>\$30,000</i>
<i>G. Construction Documents</i>	<i>\$49,000</i>
<i>H. Utility Notification</i>	<i>\$12,000</i>
<i>I. Permitting</i>	<i>\$30,000</i>
Task 3 – Airport Road and Commons Drive W Improvements	\$133,000
<i>A. Survey, Mapping & SUE Services - Allowance</i>	<i>\$40,000</i>
<i>B. Geotechnical Engineering Services - Allowance</i>	<i>\$ 5,000</i>
<i>C. Roadway Design</i>	<i>\$10,000</i>
<i>D. Drainage Design</i>	<i>\$ 6,000</i>
<i>E. Signal Design</i>	<i>\$23,000</i>
<i>F. Lighting Design</i>	<i>\$10,000</i>
<i>G. Construction Documents</i>	<i>\$20,000</i>
<i>H. Utility Notification</i>	<i>\$ 4,000</i>
<i>I. Permitting</i>	<i>\$15,000</i>
Task 4 - Meetings	\$15,000
TOTALS	\$475,000

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation of environmental special studies and/or NEPA/GEPA documentation.
- Meetings and/or site visits beyond those described in the scope of services.
- Utility Coordination and relocation design services.
- Structural analysis, design, and construction plans (beyond what is included in scope for mast arm foundation design).
- Landscape Design

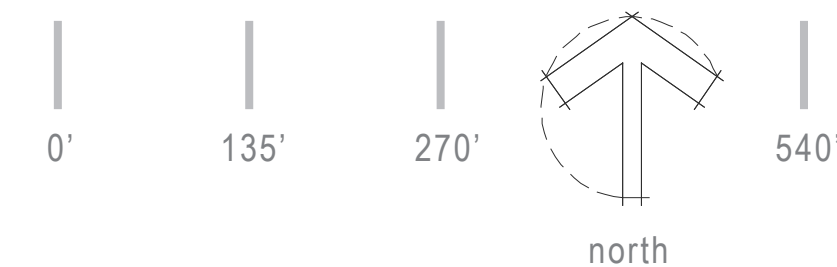
- Pavement Design
- Multi-Use Trail Layout and Design
- Parking Lot Layout and Trail Design
- Public Involvement
- Bid Phase Services
- Limited Construction Phase Services

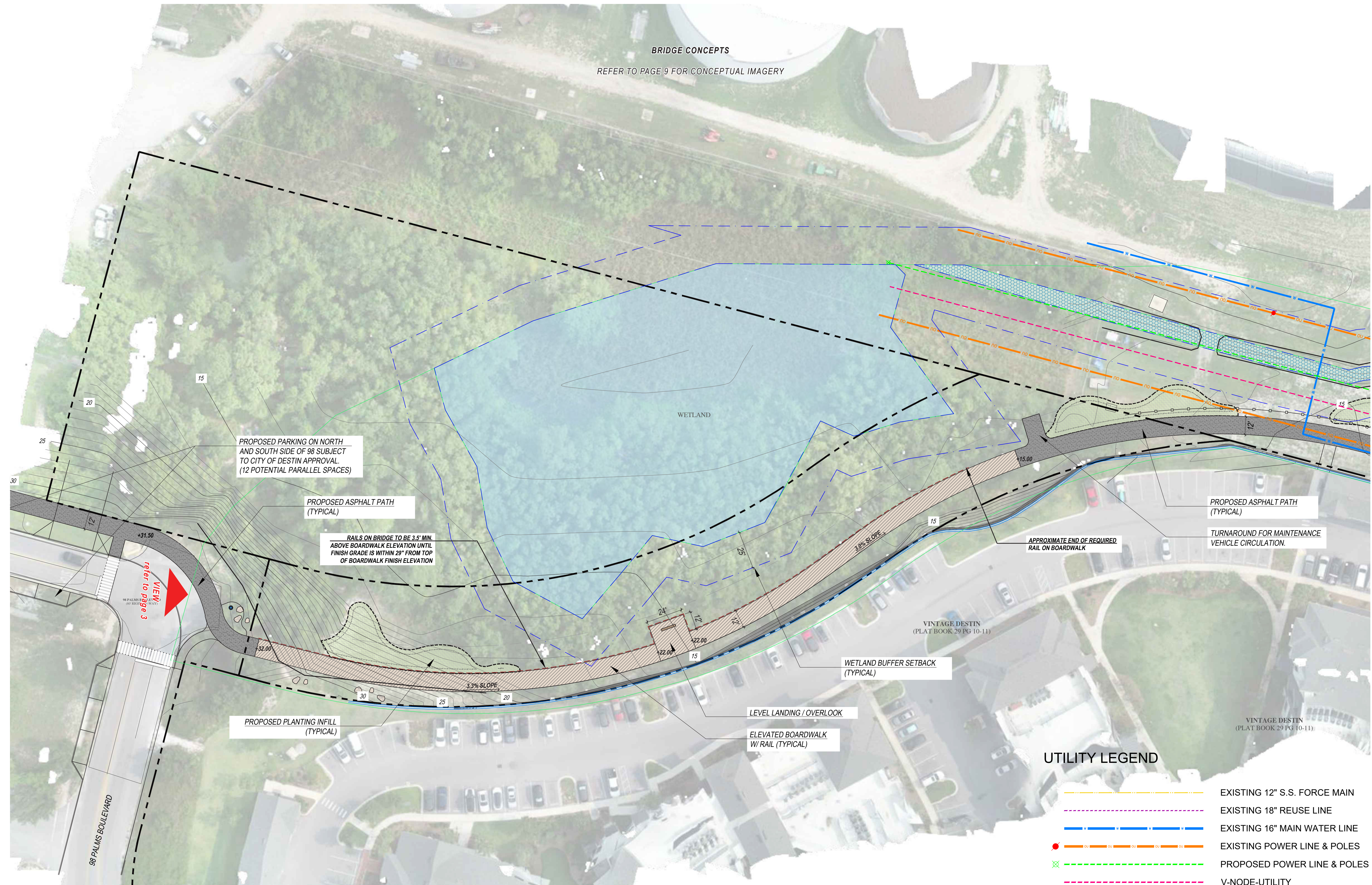


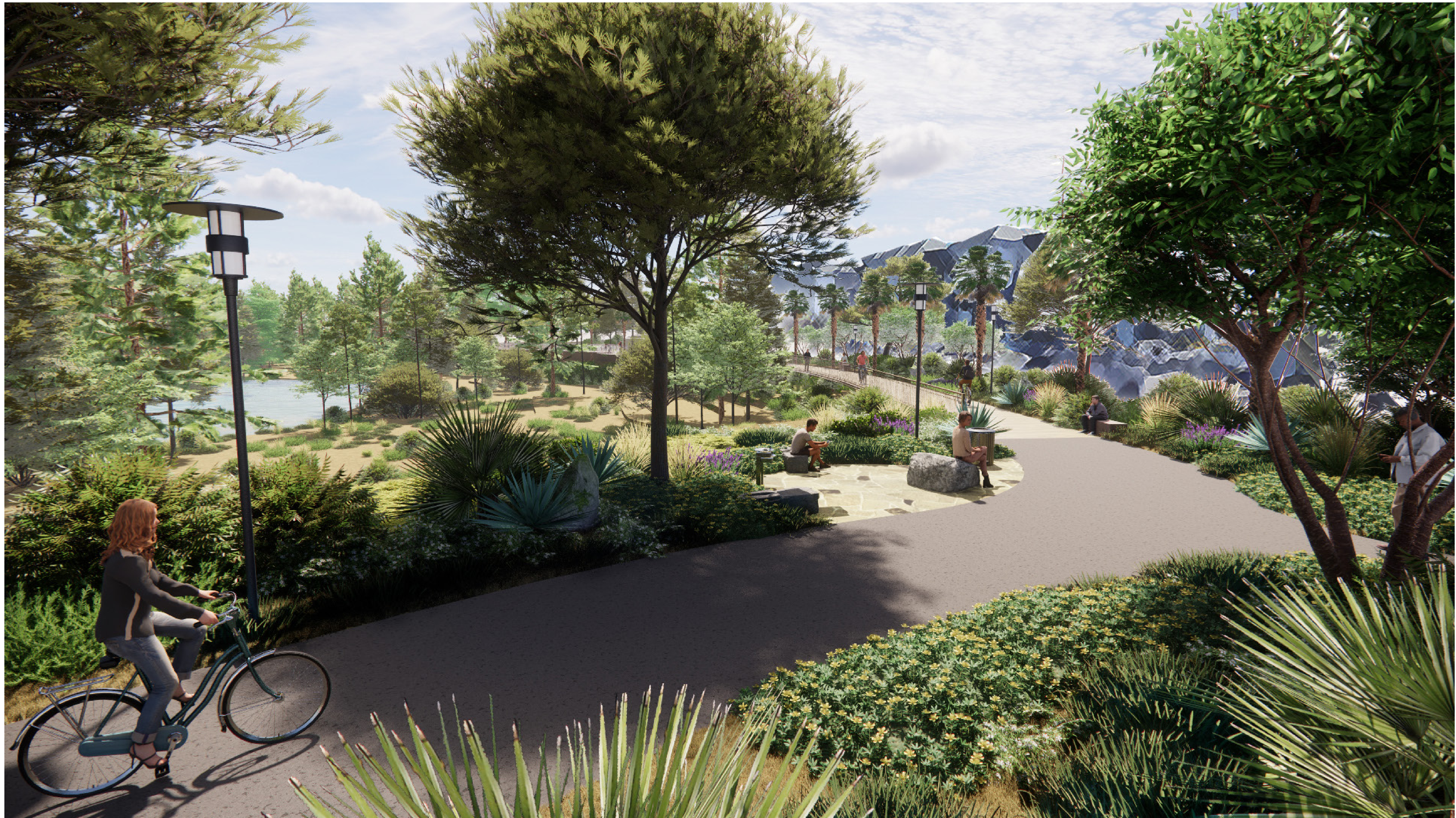
DESTIN LINEAR PARK

CONCEPTUAL DESIGN prepared for:

Mayor & Council City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242 | council@cityofdestin.com







DESTIN LINEAR PARK

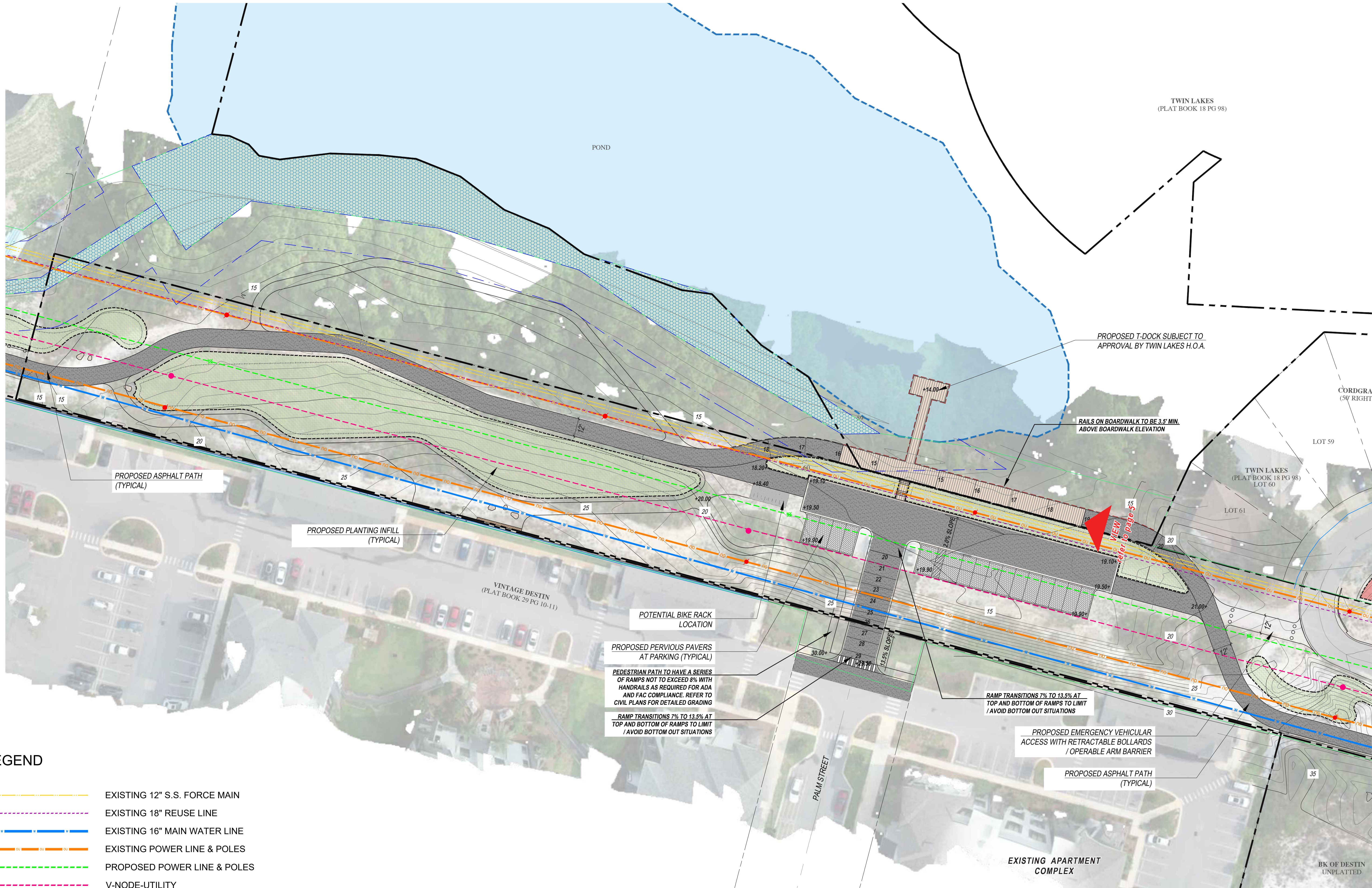
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WEST TRAILHEAD AT 98 PALMS BOULEVARD - This is a view to the east from the west trailhead and entry to the linear park at 98 Palms Boulevard. The asphalt paved path in the foreground connects to an elevated boardwalk which slopes gradually down from the higher elevation at the entry to the much lower elevations within the FPL corridor. The higher elevation of the boardwalk provides a scenic overlook into the forested wetland to the north and the lake which lies further to the east at Jewel Melvin Park and the Twin Lakes neighborhood. This segment of the linear park is actually south of the FPL easement which allows for more landscape planting including palm and trees as well as other site improvements such as benches, waste receptacles and drinking fountains which are not allowed within the FPL easement.

98 PALMS BOULEVARD TRAIL HEAD - RENDERING

11/09/23



UTILITY LEGEND

- EXISTING 12" S.S. FORCE MAIN
- EXISTING 18" REUSE LINE
- EXISTING 16" MAIN WATER LINE
- EXISTING POWER LINE & POLES
- PROPOSED POWER LINE & POLES
- V-NODE-UTILITY

THE PATRICK HODGES LAND STUDIO
PLANNING + URBAN DESIGN + LANDSCAPE ARCHITECTURE

PATRICK HODGES, ASLA
PROFESSIONAL LANDSCAPE ARCHITECT
(850) 528-1925

PATRICK@PHLANDSTUDIO.COM
FLORIDA REGISTERED LANDSCAPE
ARCHITECT NO. LA0000850

DAG Architects AR0006694
1223 Airport Road Destin, FL 32541
www.DAGarchitects.com

DESTIN LINEAR PARK

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0' 30' 60' 120'

north

JEWEL MELVIN PARK SEGMENT - ENLARGED SITE PLAN

11/09/23



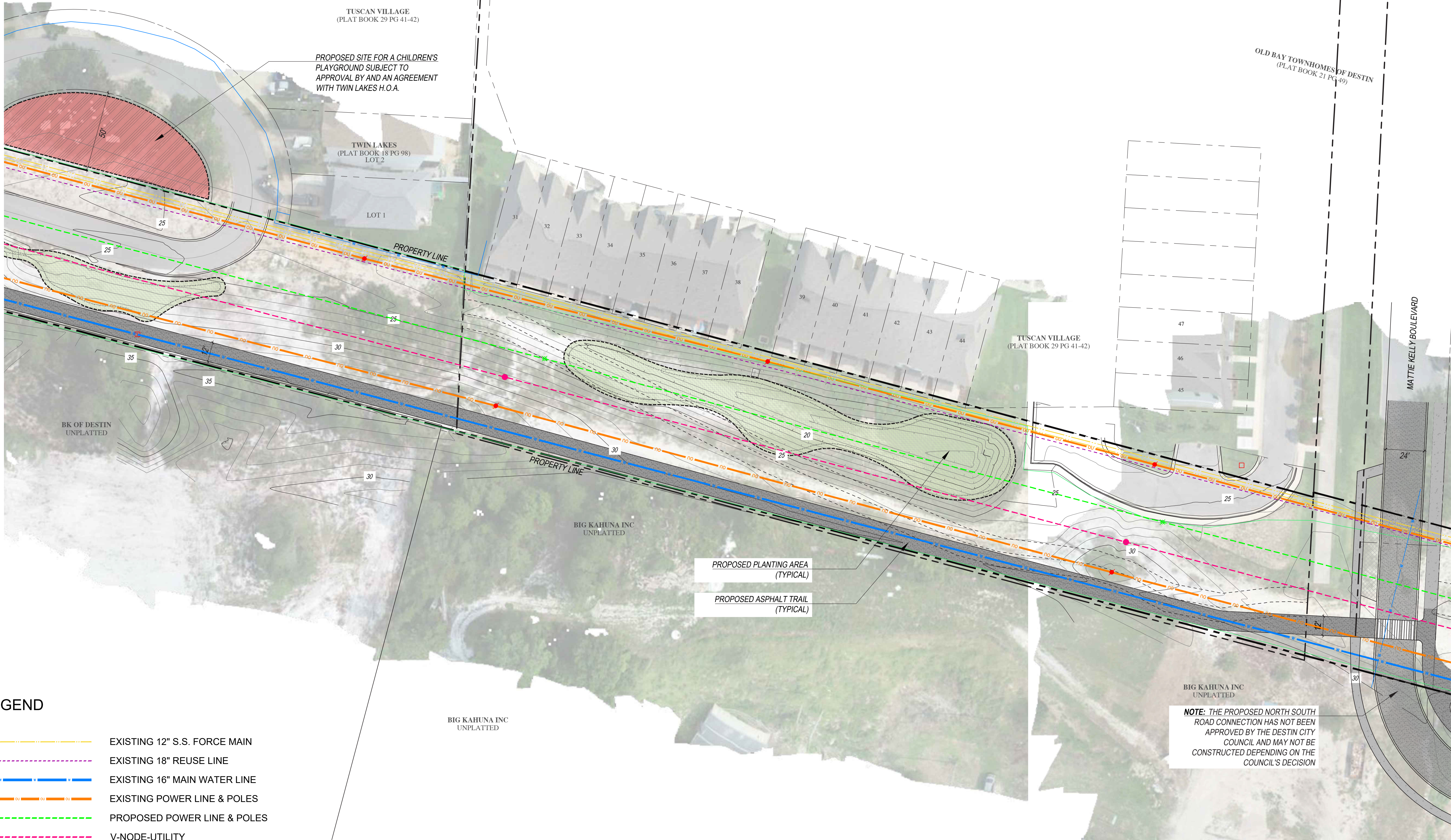
DESTIN LINEAR PARK

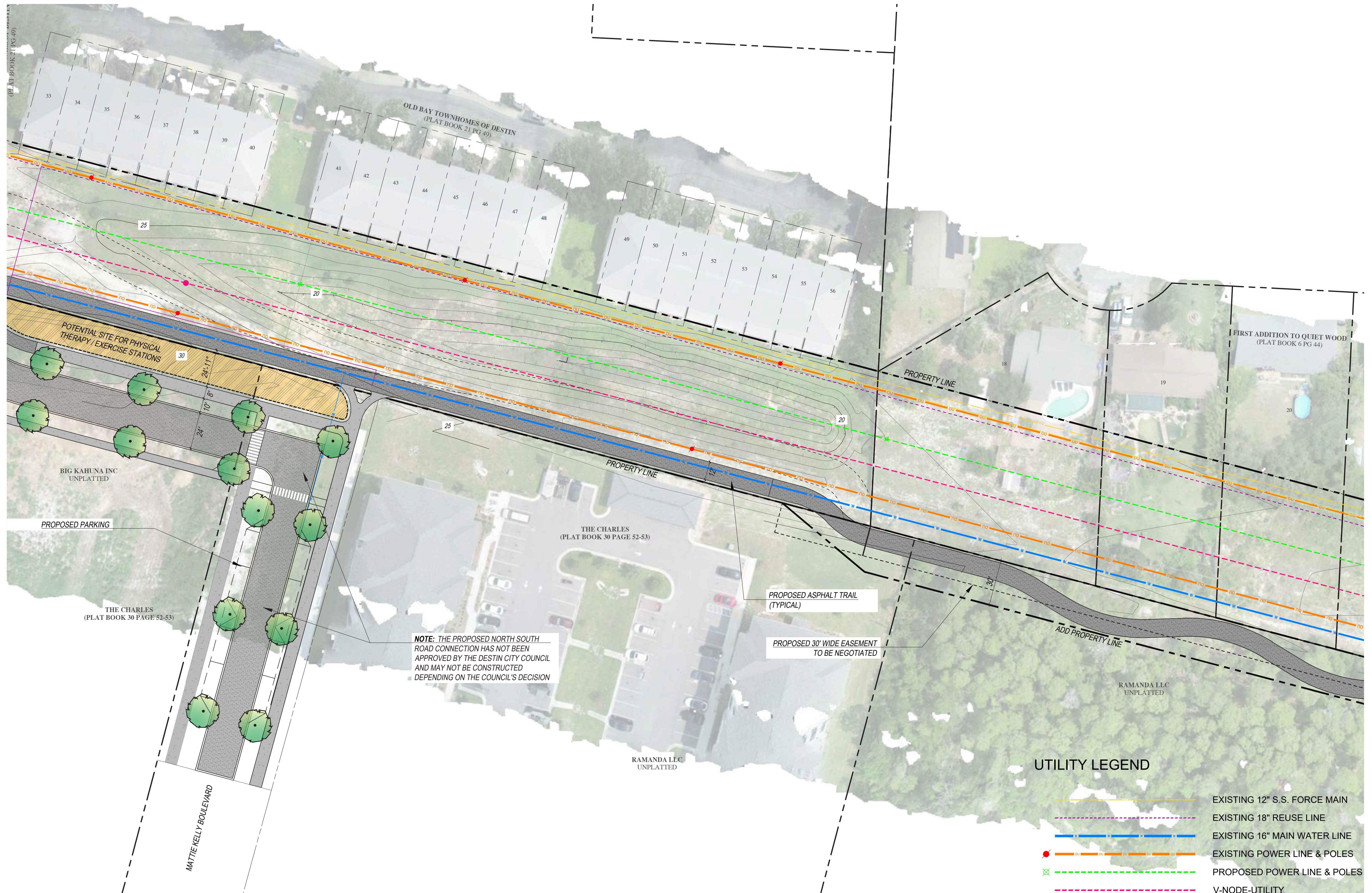
CONCEPTUAL DESIGN prepared for:

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Destin, Florida 32541
(850) 837-4242 | council@cityofdestin.com

PARKING AREA AT JEWEL MELVIN PARK – this is a view to the west from the new parking area to be located in the FPL easement and adjacent to Jewel Melvin Park. The alignment of the 12 -ft. wide trail which is the central feature of the park is routed to the north side of the parking to avoid vehicular conflicts and offers vistas to the lake. The improvements proposed within Jewel Melvin Park and illustrated here, such as the T-dock which extends into the lake are recommendations and subject to the approval of the Twin Lakes Homeowners Association.

(COURT
F-WAY)





DESTIN LINEAR PARK

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ANTI-SKID HARDWOOD WEAR DECK

WINDMARK BEACH NORTH RESIDENTIAL COMMUNITY - Port St. Joe, FL



TALL FLOODPLAIN CROSSING

EMERGEORTHO MEDICAL OFFICES - Raleigh, NC

BRIDGE CONCEPTS

The two bridges depicted here which were designed and built by York Bridge Concepts are similar to the type of vehicular bridge proposed for this project. However, the Destin Linear Park Bridge will be a custom design that is engineered specifically to meet the unique site conditions and functional requirements this project.

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DESTIN LINEAR PARK

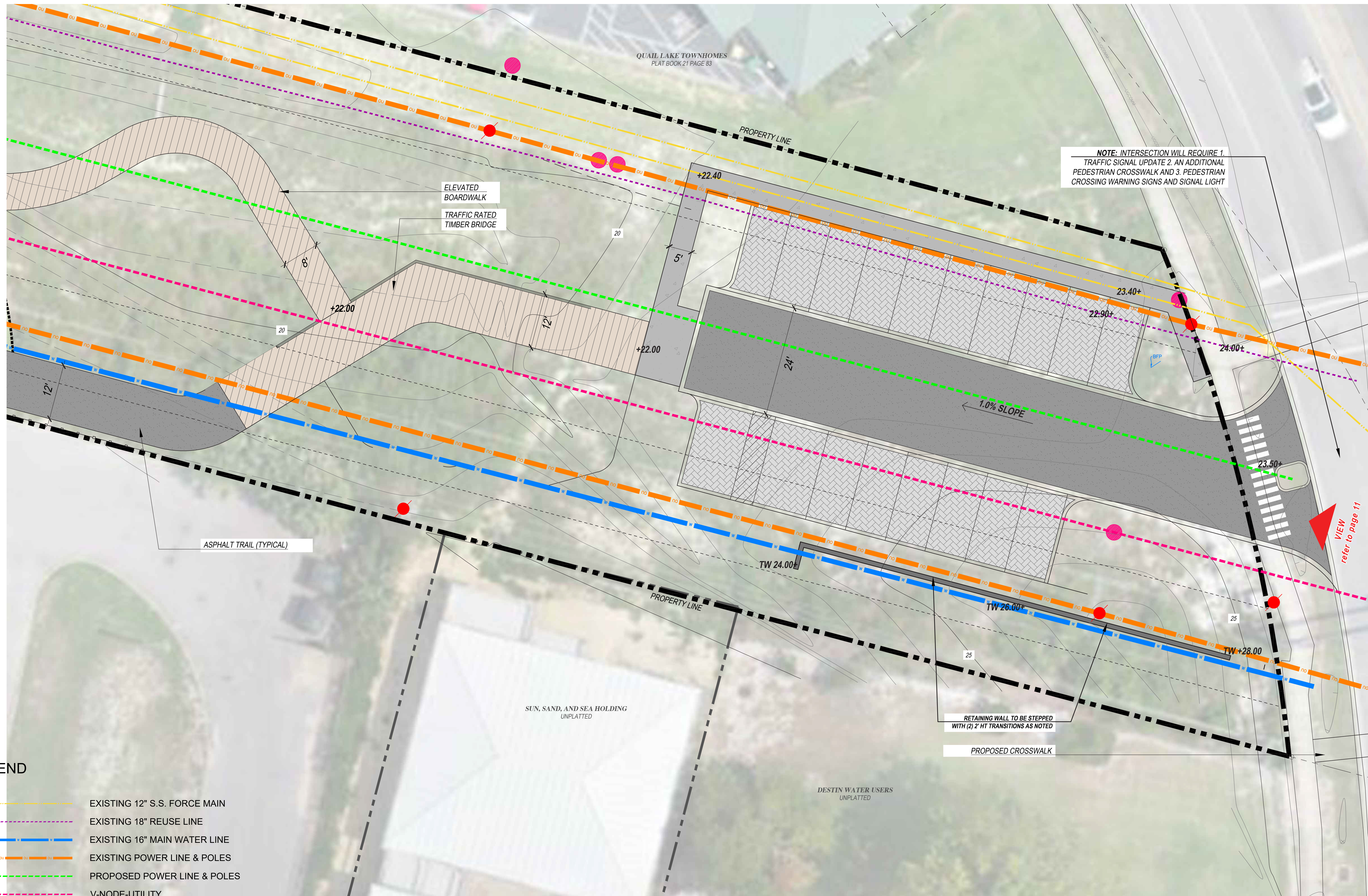
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BRIDGE CROSSING SEGMENT - BRIDGE CONCEPT IMAGERY

11/09/23

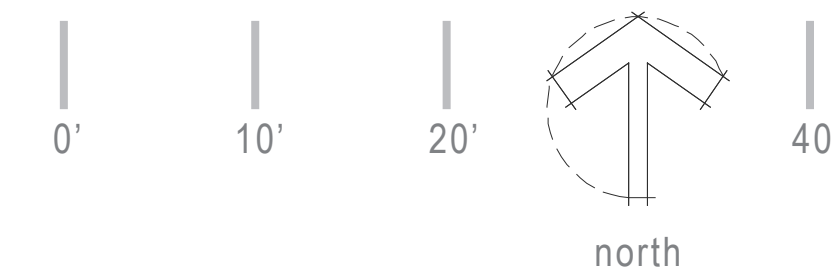
9



DESTIN LINEAR PARK

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EAST TRAILHEAD PARKING AT AIRPORT ROAD – this is a view from a proposed parking area that is accessed from the signalized intersection of Airport Road and Commons Drive West. This location features a meandering boardwalk for several hundred feet as an alternative route in addition to the main 12-ft. wide asphalt trail that traverses most of the linear park's .94-mile length.

AIRPORT ROAD TRAIL HEAD - RENDERING

11

11/09/23



red bay



sparkleberry (flower)



sparkleberry



sabal minor (bluestem)



india hawthorn 'majestic beauty'



india hawthorn (flower)



little gem magnolia (flower)



little gem magnolia

PROPOSED TREE NOTE

Although the Trees and Palms on this sheet comply with the 15-ft. maximum height requirement of FPL these selections will be used primarily in other areas outside of the FPL easement.



oak leaf hydrangea



ocala anise



chapmans live oak



upright yaupon holly



podocarpus



green saw palmetto



rusty lyonia



silver saw palmetto



swamp lily



dwarf yaupon holly



fakahatchee grass



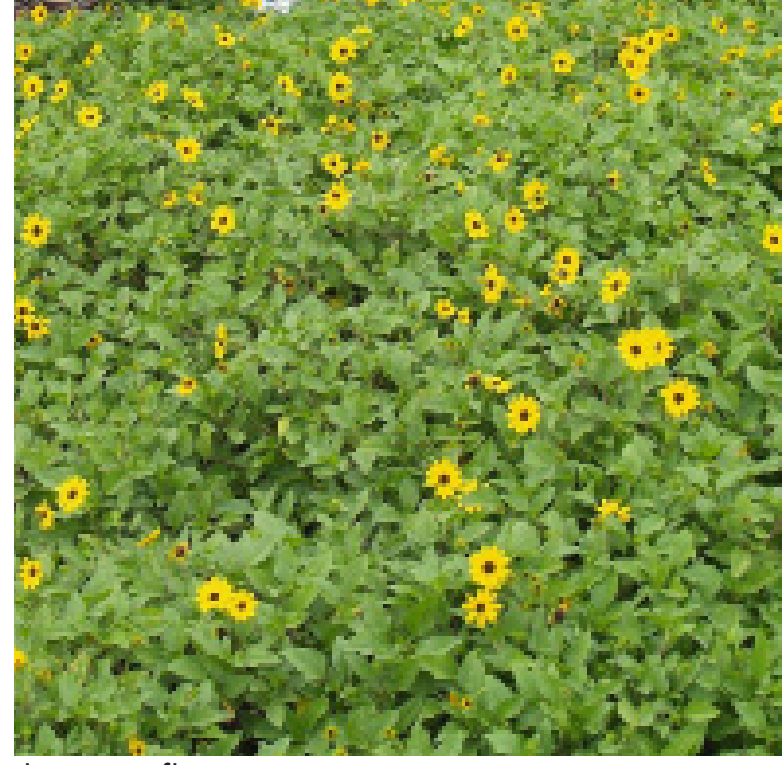
blazing star



coontie



sabal minor



dune sunflower



scrub mint



gulf muhly grass



dwarf walters viburnum



dwarf fakahatchee grass



rosemary



butterfly milkweed



dwraf fountain grass



gaillardia



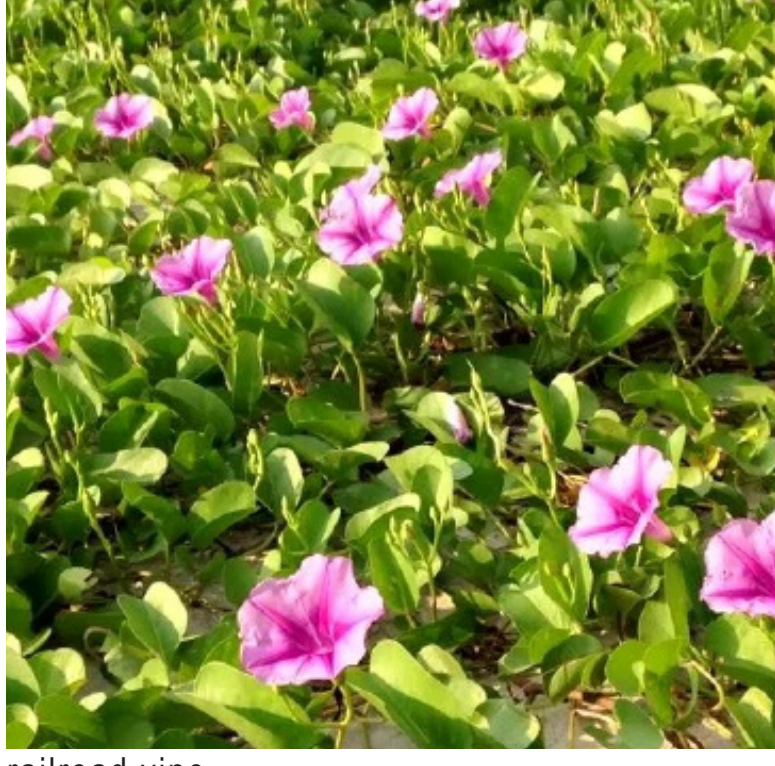
blue pacific juniper



gopher apple



liriope spicata



railroad vine



coral bean



TOP LIGHTING (Page 1)

Style	Fixture
Contemporary (Contempo)	 (Gray)
Arbor	
Mesa	 (Black)
EPTC	 (Black)
Traditional Carriage (Town & Country) - No Side Panels	 (Black)
Traditional Carriage (Town & Country) - W/Side Panels	 (Black)



FURNISHINGS NOTE

All site imagery shown here will be placed with FPL approval to ensure safety requirements associated with overhead power lines throughout



PLAY EQUIPMENT NOTE

The playground equipment depicted on this sheet will not be allowed within the FPL easement. It is suggested for potential use in locations outside the FPL easement such as the open space at Cordgrass Court subject to approval of the City of Destin and the Twin Lakes HOA.

Meeting Minutes for Public Meeting to Present & Discuss the Destin Linear Park Master Plan
Time & Location 5:30 PM November 9, 2023 Destin City Hall Annex

1. Introduction: Levi Wiegand
2. Patrick Hodges presented an overview starting from the West Trail Head at 98 Palms Boulevard and continued through the entire master plan to the east trailhead parking area at Airport Road.
 - i. COMMENT: elder users need benches every ¼ mile, they need a place to rest.
 1. Levi replies to explain, we had benches, but FPL does not want people gathering under the lines for safety purposes, therefore benches in the easement had to be omitted.
 - ii. COMMENT: 12 ft wide lanes are too small – please provide either wider 14’ lanes or passing points along certain points of the trail.
 1. Periodic “passing zones” were suggested by Patrick.
 2. Levi; explains the 12ft path and the multiple qualifiers it creates for Safety vehicles, FPL trucks and service access etc
 - iii. COMMENT: will there be lighting? Patrick explains yes there will be lights but has not been designed yet, we will be coordinating with FPL to move forward on design by them in consultation with the design teams electrical engineer.
- b. Patrick explains the design rationale for the raised boardwalk to avoid extensive fill and to comply with ADA and Florida Accessibility Code.
 - i. COMMENT: suggest that we provide signage to identify routing for walkers, bicyclists, stroller, etc. RESPONSE: will provide signage to encourage safe, hared use of the trail
 - ii. COMMENT: will there be trees for shade? RESPONSE – yes, but we cannot have trees over 15ft in height at maturity within the easement.
 - iii. COMMENT: will there be shaded rest areas? RESPONSE - Levi : NO due to FPL restriction to discourage lingering in one place FPL; therefore, no shade structures or shade trees within the easement.
 - iv. COMMENT: Can emergency vehicles access over curbs at Mattie Kelly Blvd. intersection with the trail? RESPONSE- no issue for emergency vehicles to jump 6-inch curb, which avoids use of bollards or drop-curb driveway cut condition.
 - v. COMMENT: will there be irrigation? Answered yes by DWU utilizing the existing re-use line.
 - vi. COMMENT: is the Mattie Kelley Blvd. accessible to Big Kahunas? RESPONSE - yes, it will allow for a new safer entrance to replace the existing but dangerous entrance at US 98.
 - vii. Brought up possible 100ft easement but its not in scope of project right now.
 - viii. COMMENT: will skateboarders be allowed? RESPONSE - TBD
 - ix. COMMENT: the Twin Lakes HOA does not allow children or adults to fish in the lake at Jewel Melvin Park. The proposed dock may not be well received by the HOA.
 - x. COMMENT: Proposed driveway connection to parking at Jewel Melvin and the improved parking will brin too many tourists to the trail. Suggested eliminating the parking altogether to allow and encourage only pedestrians and bicyclists from the surrounding community to access the trail. RESPONSE: City

Meeting Minutes for Public Meeting to Present & Discuss the Destin Linear Park Master Plan
Time & Location 5:30 PM November 9, 2023 Destin City Hall Annex

representative explains that Sunshine Trail designation (being sought) dictates the trail shall open to the public.

- x. COMMENT: provide stop conditions with stop signs and crosswalks with signals at Mattie Kelly extension instead of a free-flowing movement in the current plan.
- xi. COMMENT: will there be restrooms? RESPONSE- No restrooms will be provided. Existing facilities nearby will have to serve that need.
- xii. COMMENT: There is no need for restrooms.
- xiii. COMMENT: Should it be called a Park because its misleading? It could be called a TRAIL.
- xiv. COMMENT: Can the rail utilize the existing stormwater management areas in the FPL easement? RESPONSE: No. It would require an amendment to the permits. The trail will require separate stormwater treatment systems and methods which are yet to be determined.
- xv. COMMENT: Are there any wetland impacts? RESPONSE – No. Wetlands: Levi explained the environmental studies have been performed and our environmental scientist will manage wetlands impacts, permitting, and similar.
- xvi. COMMENT: Can you meet with the Parks & Recreation Board on December 5th or December 19th? RESPONSE: Yes, we will coordinate as needed to be present at a meeting on the chosen date.

DRAFT

**JOINT PUBLIC WORKS/PUBLIC SAFETY/PARKS & RECREATION
TOWN CENTER CRA ADVISORY COMMITTEE MEETING MINUTES
DESTIN CITY HALL BOARDROOM
TUESDAY, DECEMBER 12, 2023 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Joint Public Works/Public Safety/Parks & Recreation Town Center CRA-Advisory Committee to order on Tuesday, December 12, 2023, at 5:30 p.m.

2. ROLL CALL:

<u>Members Present</u>	<u>Town Center Members</u>	<u>Parks & Recreation Members</u>
James T. Wood, Jr.	Lockwood Wernet	Sandy Trammell
John Green	Michele Sandstead	Daniella Piper
Tom Weidenhamer	Nikki Johnson Sweetser	Nikki Johnson Sweetser
John Stephens	Joshua Cowsert	Lisa Mason
Sam Perman	Dorothy Robinson	Leslie Schmidt
Curtis Smith	Delores Morell	
Marcie Bell		

Staff Members Present

Kim Montgomery Deputy City Clerk
Michael Burgess Public Works Director
Ryan Scott City Engineer
Lisa Firth Parks & Recreation Director
Ryan Reed Parks & Recreation Deputy Director
Michael Baird Parks & Recreation Supervisor

3. NEW BUSINESS:

A) Linear Park 30% Plans Discussion – DAG Architects Levi Weigand

Mr. Weigand introduced the staff who are working on the project and explained Mr. Patrick Hodges would be presenting to the committee members and the public.

Mr. Hodges explained the overall expanse of the project from the west end at 98 Palms, to the east end at Airport Road. He spoke of how they have tentatively designed the area that has the highest elevation as a piled boardwalk that gently slopes to grade, and how this plan helps to eliminate the extensive fill that was originally thought would be required. He also mentioned how as part of their earlier renderings, they had included benches and work out stations throughout the length of the trail, however, none of that is allowed per Florida Power and Light's (FPL) standards for use of the easement, for safety purposes. He explained they have made it clear that they do not want to have people lingering under the power lines so, they can only be implemented in the Jewel Melvin Park area.

DRAFT

Chairman Wood opened the public portion for comments.

Mr. Ron Sandstead asked how wide the trail is proposed to be. According to Mr. Hodges the path is 12 feet wide, which enables emergency and FPL utility trucks to access the pathway, when necessary.

Jason Fulghum asked about emergency vehicles being able to access the entirety of the trail and suggested that the turnaround shown on the plans be made larger so any vehicle could do so without having to back up to get out.

There was additional discussions regarding if the park closes after sunset, like the others how would the people that go in would be policed and if there is a plan for a gate.

Committee member Stephens of the Public Works/Public Safety Committee expressed concern about wanting to see emergency access made easily available.

Mr. Hodges stated that he is not sure that would be possible because without funding available to pay for the cost.

Public Works/Public Safety Committee member Smith questioned the purpose of the boardwalk bridge at the eastern end of the proposed park instead of just building it to the grade. Mr. Weigand explained there is an existing stormwater outfall that is in place and they don't want to impact it, so, part of the reasoning of pushing the trail to the south side away from what has been permitted for the development that there. Mr. Smith suggested it would be easier and more cost effective to have the permit reissued and replace it.

Committee member Cowser of the Town Center CRA Advisory Committee spoke of concern of trash accumulation along the raised areas and questioned what if anything has been considered at this point. According to Mr. Hodges, they have not but did note that he feels that the Parks department would be providing trash receptacles. Adding that they could add a type of catch netting around those elevated walking areas to prevent trash from blowing underneath them.

Committee member Sweetser of Parks & Recreation and Town Center CRA Advisory Committee spoke of how she feels this park, similar to the Dog Park should not have the closure at dusk like the other parks in the city because of the fact that it gets dark early at this time of the year and there could potentially be people that want to use the trail after dark to exercise.

Committee member Mason questioned if there are plans to have restrooms available along the trail and are dogs going to be allowed on leashes. If so, there are going to have to be dog stations available along the trail.

DRAFT

Parks & Recreation: Motion by Chairwoman Trammell for the Parks and Recreation Committee to recommend City Council accept the 30% conceptual design plans for the Linear Trail and add the addition of bathrooms and dog stations and approve that FPL will install the lighting. Committee member Sweetser provided the second. The motion passed with a unanimous vote of 5-0.

Chairman Wernet moved to adopt the plans and to send the 30% conceptual design plans forward to City Council with the additions previously recommended by the Parks and Recreation Committee, with Vice Chair Sandstead providing the second. The motion passed unanimously.

Committee member Smith of the Public Works/Public Safety Committee pointed out there is a 10-foot wide pedestrian pathway that does not have a connection at Mattie Kelly Blvd. and needs to be addressed. He pointed out the area on the plans where it shows the disconnection at the Rehab facility. Additionally, he feels that the stormwater permit should be revised on the east end of the trail so that the pedestrian bridge can be omitted, because of the high cost.

Committee member Bell stated that this plan is, to her, reminiscent to the Turkey Creek Park in Niceville and spoke of how they have an employee who rides the track on a golf cart and keeps the trash picked up and the kids in control, and suggested to have the Parks Department investigate how they may be able to handle the safety concerns.

Motion by Public Works/Public Safety Chairman Wood, seconded by Committee member Bell to recommend City Council accept the 30% conceptional design plans with the discussed additions of vehicular access and turn arounds along the route, have a vehicle rated option for the east end bridge, one with and one without, and the sidewalk connection at Mattie Kelly corrected. The motion passed unanimously.

Chairman of the Public Works/Public Safety Committee Jim Wood, second Parks and Recreation Chairwoman Sandy Trammell to recommend to City Council to accept the 30% Conceptual Linear Park Plans with the discussed amendments. The motion passed with unanimous support from all of the members on all three committees.

4. CONTINUING BUSINESS:

Public Works and Emergency Management Update

D) Stormwater/Floodplain Management Issues from the Committee or Public

Chairman Wood opened the public portion of the meeting for comment. With no one coming forward, he closed this portion to the public for the subject.

DRAFT

5. DISCUSSION:

➤ **Committee Member Discussion and Updates:**

Committee member Smith – Asked staff if there were any plans to continue repaving Scenic Hwy. 98 eastward past Cobia. Mr. Burgess informed him not for at least the next couple of years but that is also dependent upon funding. Committee member Smith noted that there is significant cracking, as well as in the same area that had the problem in the past.

Committee member Perman – Asked when the flashing lights were scheduled to be installed on the west end of James Lee Park. According to Mr. Burgess, they have encountered problems with the location because it would partially hang over on the roadway and the sidewalk therefore, staff needs to come up with some kind of alternative solution.

Committee member Bell – Asked about the amount of funds allocated and the status of the pedestrian flashing beacon lights she previously spoke of at a past meeting where they were asked to provide input for the Pedestrian Mobility Plan. She continued that she had requested two that are needed to be installed, one at Norriego Point Road intersection and one at the Moreno Point Road intersection.

Chairman Wood stated that he already plans to bring this discussion up at their meeting in January.

Committee member Green – Thanked staff for their hard work throughout the year and wished everyone a Merry Christmas and Happy New Year.

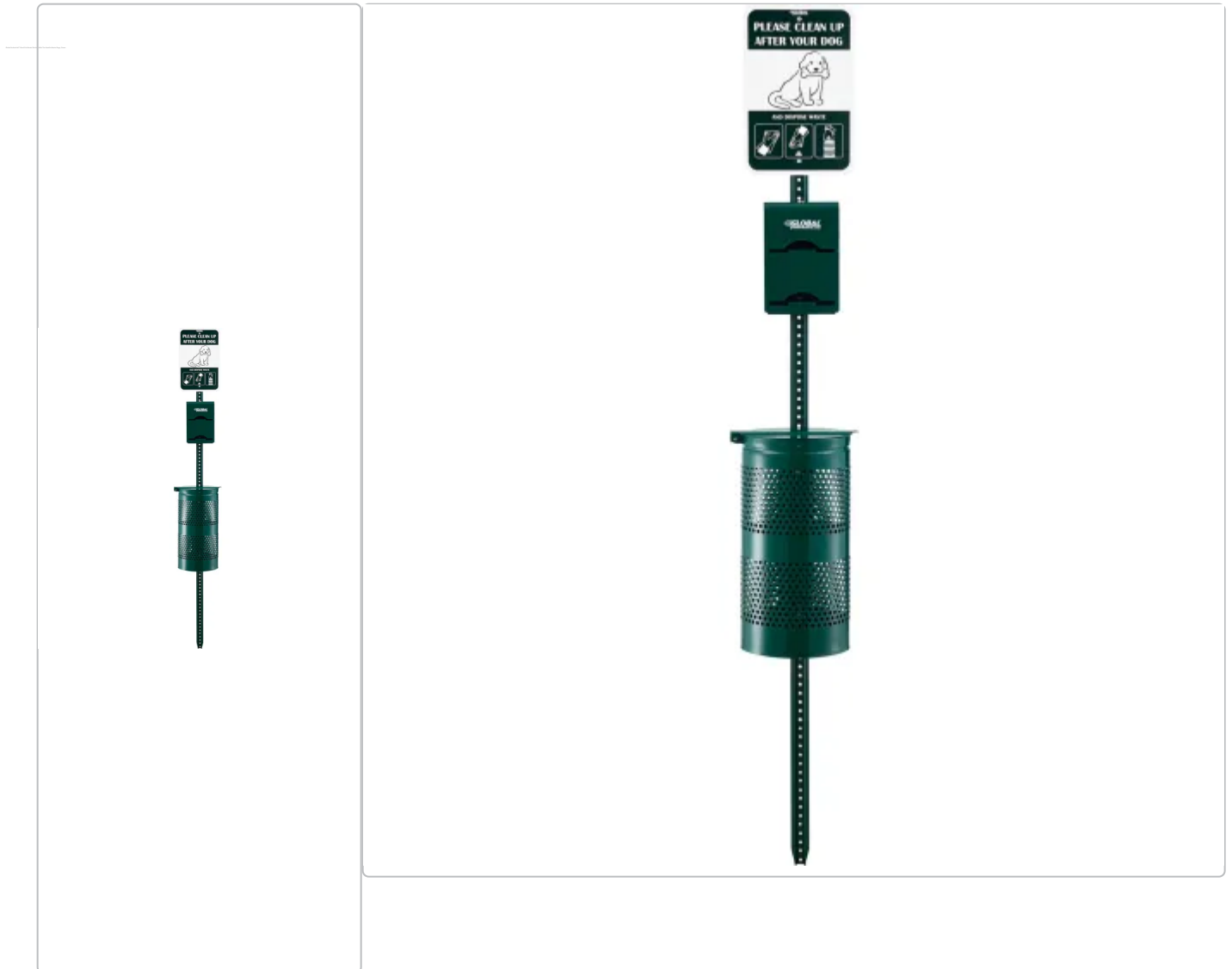
7. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2023.

James T. Wood, Jr, Chairman

Kim Montgomery, Deputy City Clerk



Model #: WB695796

EXCLUSIVE BRANDS BESTSELLER

Global Industrial™ Steel Pet Waste Station With Tie-Handle Waste Bags, Green

[View All Pet Waste Disposal Systems](#)

(1) | Questions & Answers (0)

[Purchase Information](#)

PRICE

\$269.95

The Global Industrial™ Pet Waste Station is ideal for parks, backyards and other outdoor areas. The station helps keep outdoor areas clean while providing a quick and convenient way for pet owners to clean up after their dogs. Rustproof powder coated surface. 1 Year Limited Warranty.

See more details

Easy online or call-in returns. [Read return policy](#)

Product Description

The Global Industrial™ Pet Waste Station is ideal for parks, backyards and other outdoor areas. The station helps keep outdoor areas clean while providing a quick and convenient way for pet owners to clean up after their dogs. Rustproof powder coated surface. 1 Year Limited Warranty.

Station Kit Includes:

- Steel post (2 pcs.)
- Steel waste bag dispenser
- Steel sign "Please Clean Up After Your Dog"
- 10 gallon steel trash receptacle (trash liners sold separately)
- 2 rolls of 400 waste bags with tie-handles (800 bags total)

Dimensions:

- Dispenser: 8.07"W x 5.3"D x 11.81"H
- Post: 1.96"W x 96"H (2 pcs.)
- Sign: 12"W x 18"H
- Waste Bag: 7.36"W x 15.23"H
- Trash Receptacle: 12" Diameter x 23.2"H

Replacement Bags:

- Item # 695798: Plastic Bags With Tie-Handles, Green, 400 Bags/Roll
- Item # 695813: Heavy Duty Black Trash Liners, 1.5 Mil, 13 Gallon, 50/Box

Assembly instructions (1)



Assembly Instructions



Specifications

Weights & Dimensions

Width	12-1/2 in
Depth	12-1/2 in

Height	96 in
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Product Details

Type	Dog Waste Station
Color	Green
Bag Type	Tie Handle Bags
Number of Bags Included	800 Bags

Material	Steel
Description	Pet Waste Station With Rolled Tie-Handle Bags
Manufacturers Part Number	695796
Brand	Global Industrial

Warranty

Warranty	1 yr
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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.F.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Ryan Scott, City Engineer

DATE: January 16, 2024

SUBJECT: Boardwalk Under the Bridge & PD&E/US98/Stahlman Ave Study Update

I. BACKGROUND:

Baskerville Donovan, Inc. (BDI) is currently under contract with the City to perform a Project Development & Environment (PD&E) Study (Marler Bridge to Airport Road) including a special interest for improvements at the Harbor Boulevard and Stahlman Avenue intersection. BDI is also under contract to provide design and permitting services to extend the pedestrian pathway under the bridge, this contract was previously tabled by City Council on March 27, 2022.

On December 11, 2023, City Council made the following motion:

Council Member Schmidt moved to direct the City Manager to have staff re-engage with Baskerville-Donovan, Inc. to continue the Zerbe Street/Calhoun Avenue Phase II Design of pedestrian pathway under the Marler Bridge; adding a caveat for Baskerville-Donovan, Inc. to interact with FDOT about the PD&E Study as well as the steps they plan to take going forward; seconded by Council Member Hebert. Motion passed 6-0. Council Member Sweetser left the meeting prior to the voting.

II. DISCUSSION:

BDI has prepared a concept plan to show how the boardwalk can extend under the bridge, along the frontage of the One Harbor property and tie into the existing pedestrian network within the area. The goal is to provide a new access point to the Harbor Boardwalk that will divert pedestrian traffic away from the Stahlman Avenue/Harbor Boulevard intersection while still maintaining minimal impact to the One Harbor property allowing for maximum redevelopment potential.

BDI can also provide an overview of the two contracts and where there may be some cost

savings to combining them, as well as what additional scope will need to be added to accomplish the design and permitting required for a new seawall and boardwalk along the entire property frontage.

A. Link to Strategic Goals / Objectives:

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- IV. Effective, efficient, and aesthetically pleasing infrastructure
- V. Improve mobility and connectivity

B. Effect on Budget (EOB): Baskerville-Donovan currently has encumbered 2023 funds to conduct the study to address traffic safety issues at US 98/Stahlman (Project EN617). PO#23134 was originally issued in the amount of \$75,000 and has a remaining balance of \$67,054, using Gas Tax #2 funds (ORG 31554031).

Baskerville-Donovan currently has encumbered 2021 funds to draft engineering design for a pedestrian pathway under the Marler Bridge (Project CRH60).

PO#21127 was originally issued in the amount of \$171,285 and has a remaining balance of \$146,692, using General Fund capital project funds (ORG 30558500).

An effect on budget will be brought forth with the negotiation results combining these two projects.

C. Level of Service (LOS): Improve mobility and connectivity.

D. Legislative Sponsor:

III. CONCLUSION:

The City is in a unique position with the help of Baskerville Donovan, Inc. to take a comprehensive look regarding both vehicular and pedestrian traffic in the area and put in place the backbone framework necessary to spur positive redevelopment within the One Harbor area, namely:

1. Coordinate with FDOT over future plans for the Marler Bridge and US-98 from the Marler Bridge to Airport Road

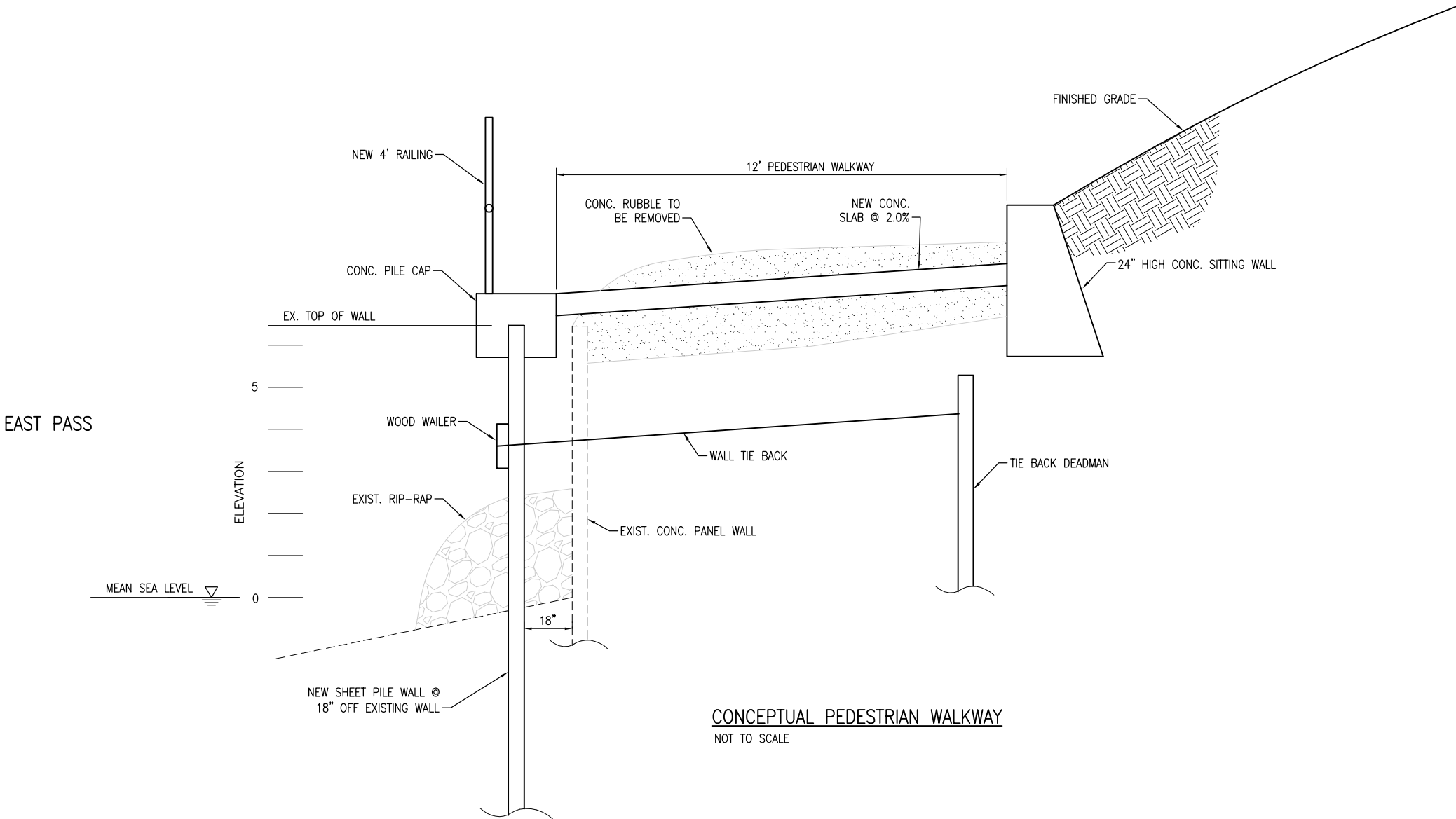
2. To help ensure pedestrian and vehicular safety at one of the most congested intersections (Harbor Boulevard/Stahlman Avenue) in concert with the pending completion of the Cross Town Connector.

IV. RECOMMENDED MOTION: I move that City Council direct the City Manager to negotiate with Baskerville-Donovan, Inc. and bring back a revised contract that combine the PD&E study and One Harbor Boardwalk Extension project into one contract for a future City Council meeting.

Attachments:

- 1. C-900
- 2. C-901
- 3. Zerbe Focused
- 4. Zerbe Overview

5. Zerbe-Stahlman Scope Comparison-
Combine



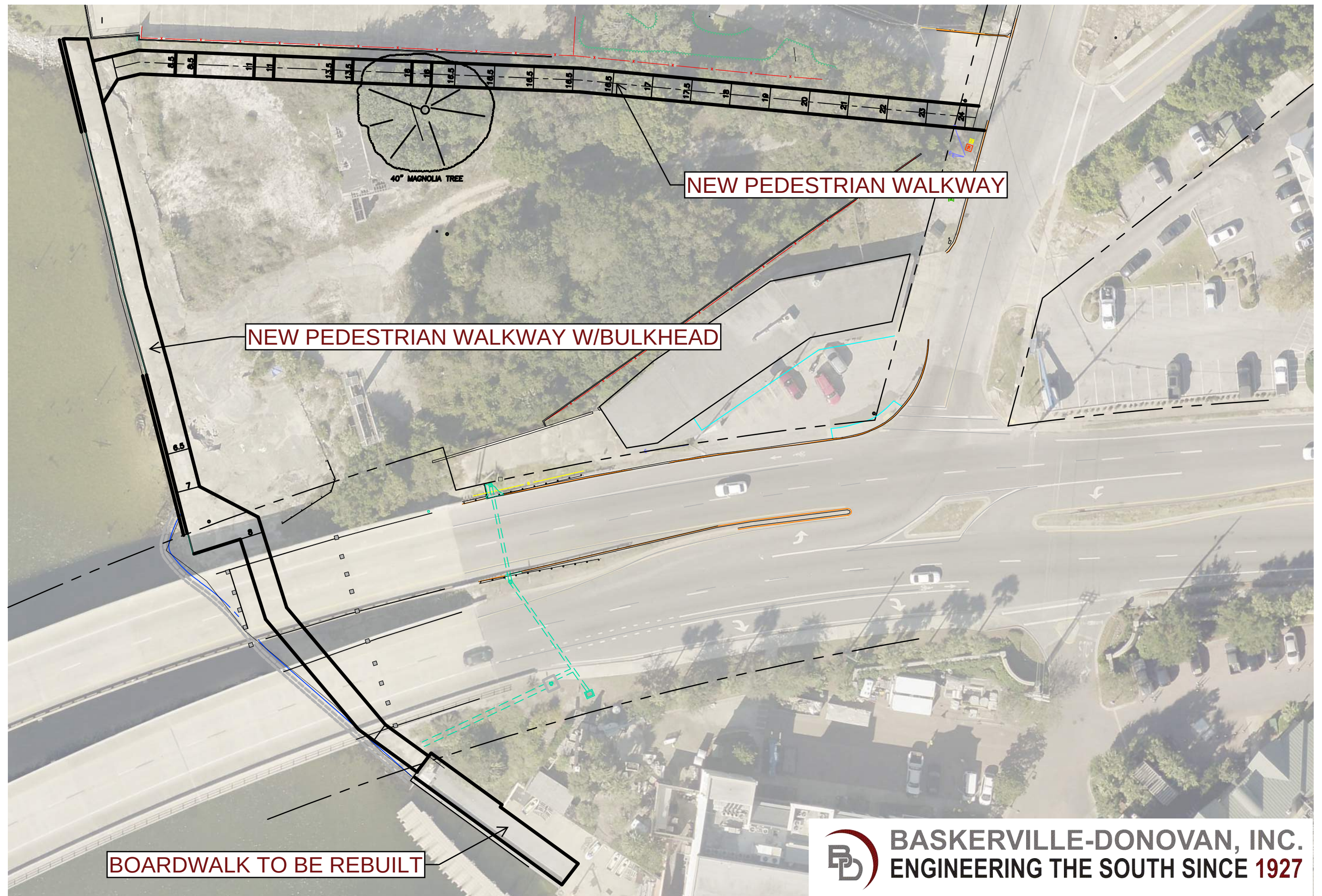
CONCEPTUAL PEDESTRIAN WALKWAY
NOT TO SCALE

C-900 DETAIL	PROJECT NO: 48204.03	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	
	DESIGNED BY: MDL						
	DRAWN BY: RCG						
	CHK'D BY: MDL						
	PROJ. MGR: JP						
	DATE: JUN 2024	NOT RELEASED FOR CONSTRUCTION BY					DATE

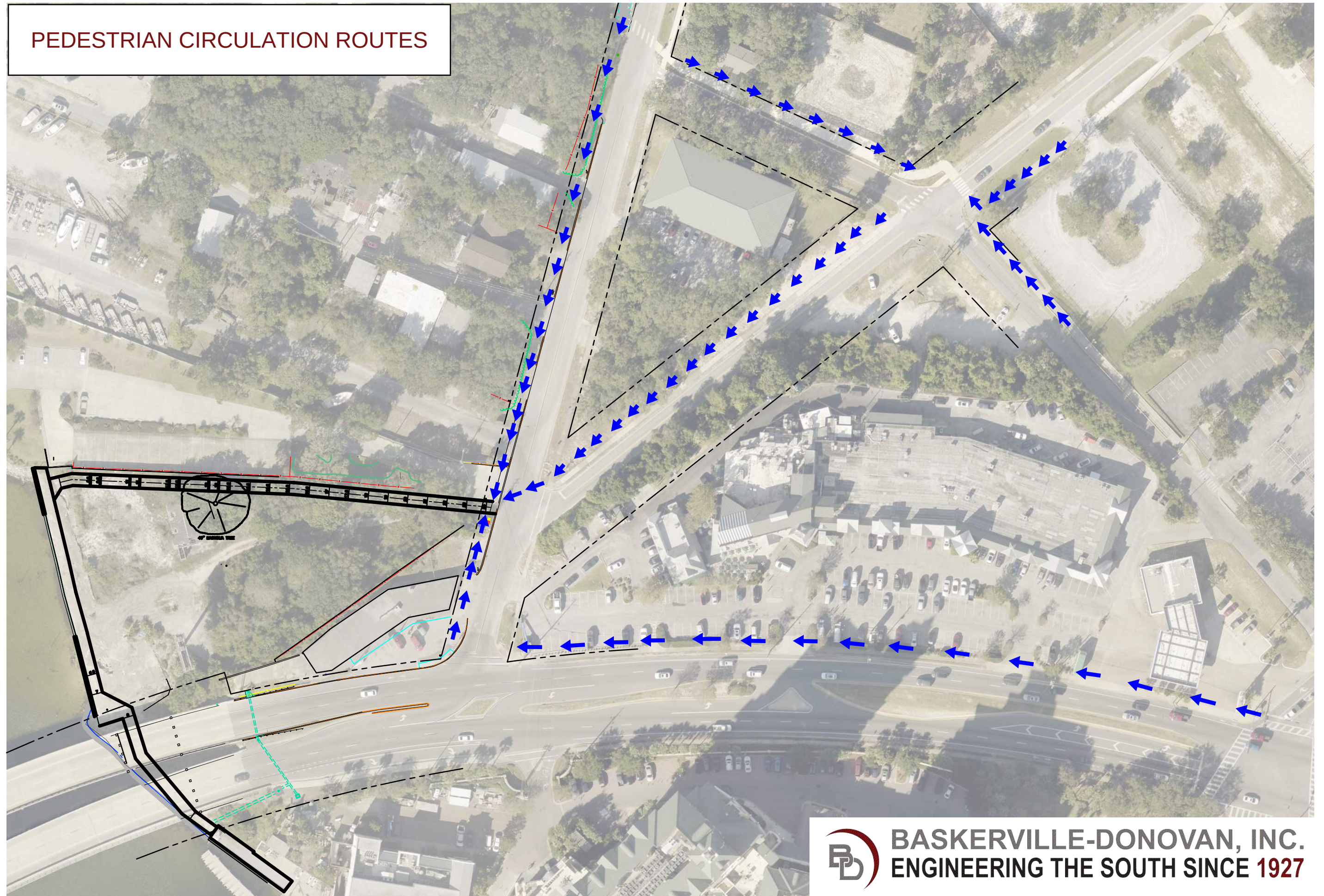
 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 22218 PANAMA CITY BEACH PARKWAY, SUITE 200 PANAMA CITY BEACH, FL 32413 (850) 230-6150 ENGINEERING BUSINESS: EB-0003040 Pensacola - Panama City Beach - Tallahassee - Mobile	CONCEPTUAL		ZERBE/CALHOUN		PEDESTRIAN PATH	
	This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.					



PHOTOS	C-901	PROJECT NO: 48204.03	NO.	DATE	APPR.	REVISION/ACTION TAKEN		
		DESIGNED BY: MDL						
		DRAWN BY: RGG						
		CHK'D BY: MDL						
		PROJ. MGR: JP						
		DATE: JAN 2024	NOT RELEASED FOR CONSTRUCTION BY			DATE	/	/
		CONCEPTUAL						
		ZERBE/CALHOUN						
		PEDESTRIAN PATH						



PEDESTRIAN CIRCULATION ROUTES



Zerbe/Calhoun Multimodal Improvements

Outline of Existing Scope of Services:

1. Data collection, testing and coordination
 - a. Site visits
 - b. Topo survey
 - c. Subsurface investigation
 - d. Pre-design meeting
 - e. Pre-application meetings
 - f. CRAS
 - g. Reports
2. Engineering design
 - a. 30% concept design
 - a. Concepts
 - b. Graphics
 - c. Reports
 - b. 60% design
 - a. 60% plans
 - b. TOC for specifications
 - c. Design analysis
 - d. QA/QC
 - e. CRAS submittal
 - f. Stormwater permit exemption verification
 - g. Lighting plan submittal
 - h. Reports
 - c. 90% design
 - a. 90% plans
 - b. Specifications
 - c. Update design narrative
 - d. QA/QC
 - e. Reports
 - d. 100% design
 - a. 100% plans
 - b. Final specifications
 - c. Final design narrative
 - d. QA/QC
 - e. Reports
 - e. Reports
3. Public Meetings / Coordination
4. Permitting / Coordination
5. Bidding Services
6. CEI Services

US 98 / Stahlman Ave Transportation Analysis / Report

Outline of Existing Scope of Services:

1. Analysis of Reports, studies and Concepts
 - a. Obtain/Review data
 - b. FDOT Coordination
 - c. Develop traffic/pedestrian objectives
 - d. Meetings and management
2. Transportation Alternatives
 - a. Review of Routes
 - b. Evaluate driveways, left turns, signals, congestion points
 - c. Define conflicts with one-way concepts
 - d. Re-assign traffic counts on one-way streets
 - e. Define constraints and advantages
 - f. Coordinate with FDOT
 - g. Meetings and management
3. Pedestrian Alternates on US 98
 - a. Review of routes
 - b. Evaluate driveways, left turns, signals, congestion points
 - c. Define conflicts with one-way concepts
 - d. Define constraints and advantages
 - e. Coordinate with FDOT
 - f. Meetings and management
4. Draft Report of Findings
 - a. Analysis, computations, concepts, photos
 - b. Prepare draft report
 - c. Prepare short term/long term plan
 - d. Prepare executive summary
 - e. QA/QC
 - f. Meetings and management
5. Final Report and Presentation
 - a. Prepare final report
 - b. QA/QC
 - c. Prepare presentation
 - d. Present findings to Council
 - e. Meetings and management

New Pedestrian Route

Outline of Additional Scope of Services:

1. New Pedestrian Route
 - a. Update topographic survey including connection to Harborview and Siebert Avenue to Zerbe Street.
 - b. Define elevations from Calhoun Ave, Siebert Avenue and Zerbe Street.
 - c. Establish ADA compliance /ramping, where required
 - d. Establish protection for existing trees
 - e. Develop concepts for promenade / amenities
 - f. Reconstruct wood-framed boardwalk at Harborview
 - g. Coordination with City / Harborview for access and repair of decking.
2. Bulkhead Wall
 - a. Geotechnical investigation for pile length and global stability
 - b. Pile cap design
 - c. Wall design with tiebacks
 - d. Lighting design
 - e. ADA compliant railing design
 - f. Permitting FDEP/ACOE /FWC
3. Pedestrian Alternates/Upgrades to/from new route
 - a. Expand topographic survey
 - b. Wayfinding from existing parking areas
 - c. Evaluate Calhoun Ave/Sibert Ave/Zerbe St pedestrian routes
 - d. Develop pedestrian route concepts for these roads
4. Landscaping Considerations
 - a. Vision development
 - b. Plantings
 - c. Hardscape
 - d. Amenities
 - e. Open space utilization

k:\482 city of destin\48200.00\market proposals\zerbe-us98-stahlman combination\zerbe-stahlman scope comparison-combine.docx

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.G.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Andy Peters, Director of Information Technology
Krystal Strickland, Finance Director

DATE: 01/22/24

SUBJECT: Review IT Ecosystem and Planned approach for Improvements

I. BACKGROUND: To assist the Council with decisions on Contract Approval, and future related decisions, this report and the associated attachments summarize the current Software Ecosystem, its modules, connections, and improvement plans. Staff seeks Council guidance on choosing between Cooperative Purchasing for streamlined processes or initiating separate RFPs for each phase.

II. DISCUSSION: A series of Slides are presented to clarify the Software Ecosystem and Plan.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence

II. Enhanced quality of life and safety for families

III. Economic development and revitalization

IV. Effective, efficient, and aesthetically pleasing infrastructure

V. Improve mobility and connectivity

VI. A green and sustainable environment

B. Effect on Budget (EOB): The City currently expends approximately \$530 thousand a year on IT software, workstations, communications and staff training. We anticipate the proposed changes in the attached presentation could lead to annual cost savings of \$50-\$70 thousand per year.

C. Level of Service (LOS): Levels of Service across all departments would be expected to improve.

D. Legislative Sponsor:

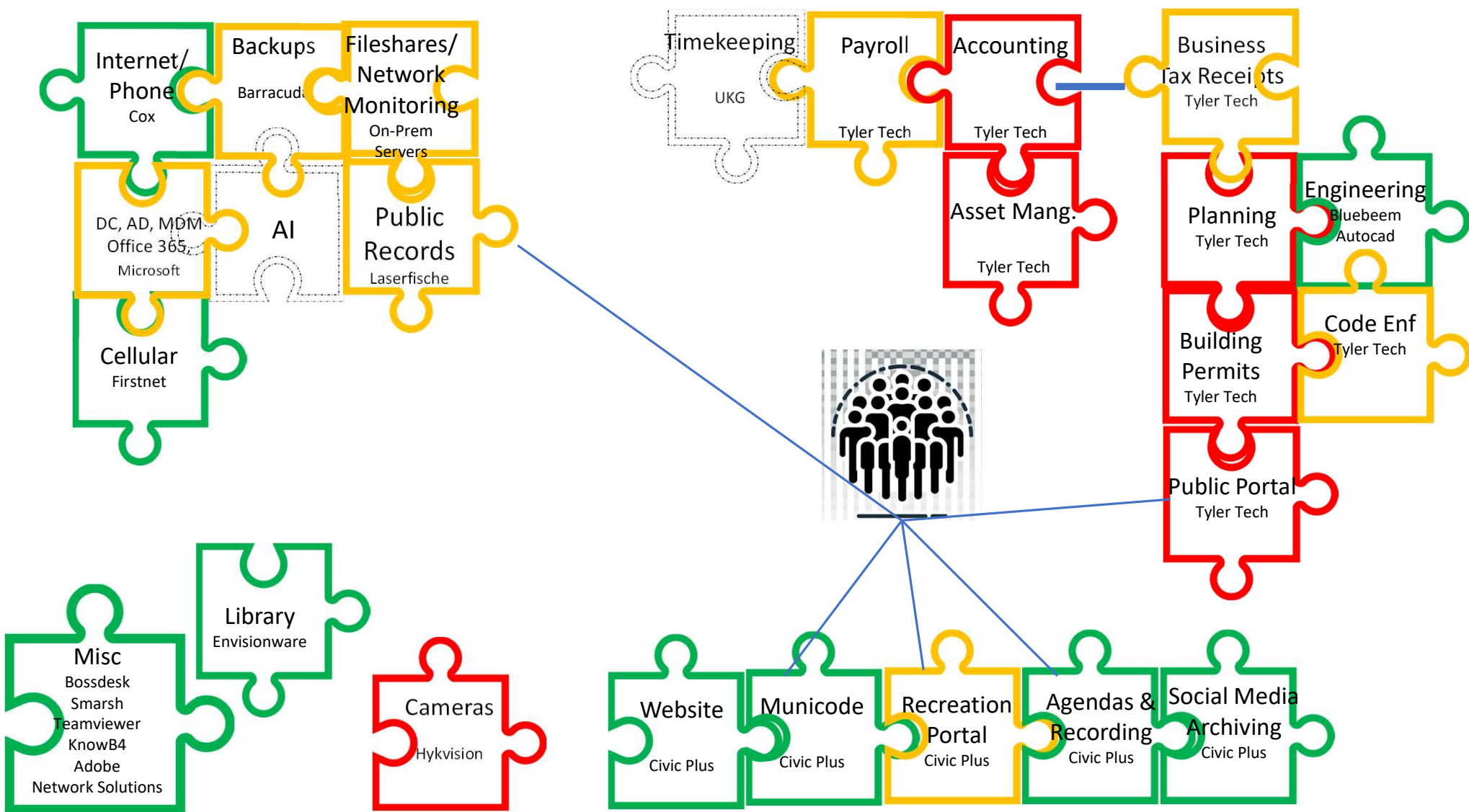
III. CONCLUSION: This information is being provided as an update to Council.

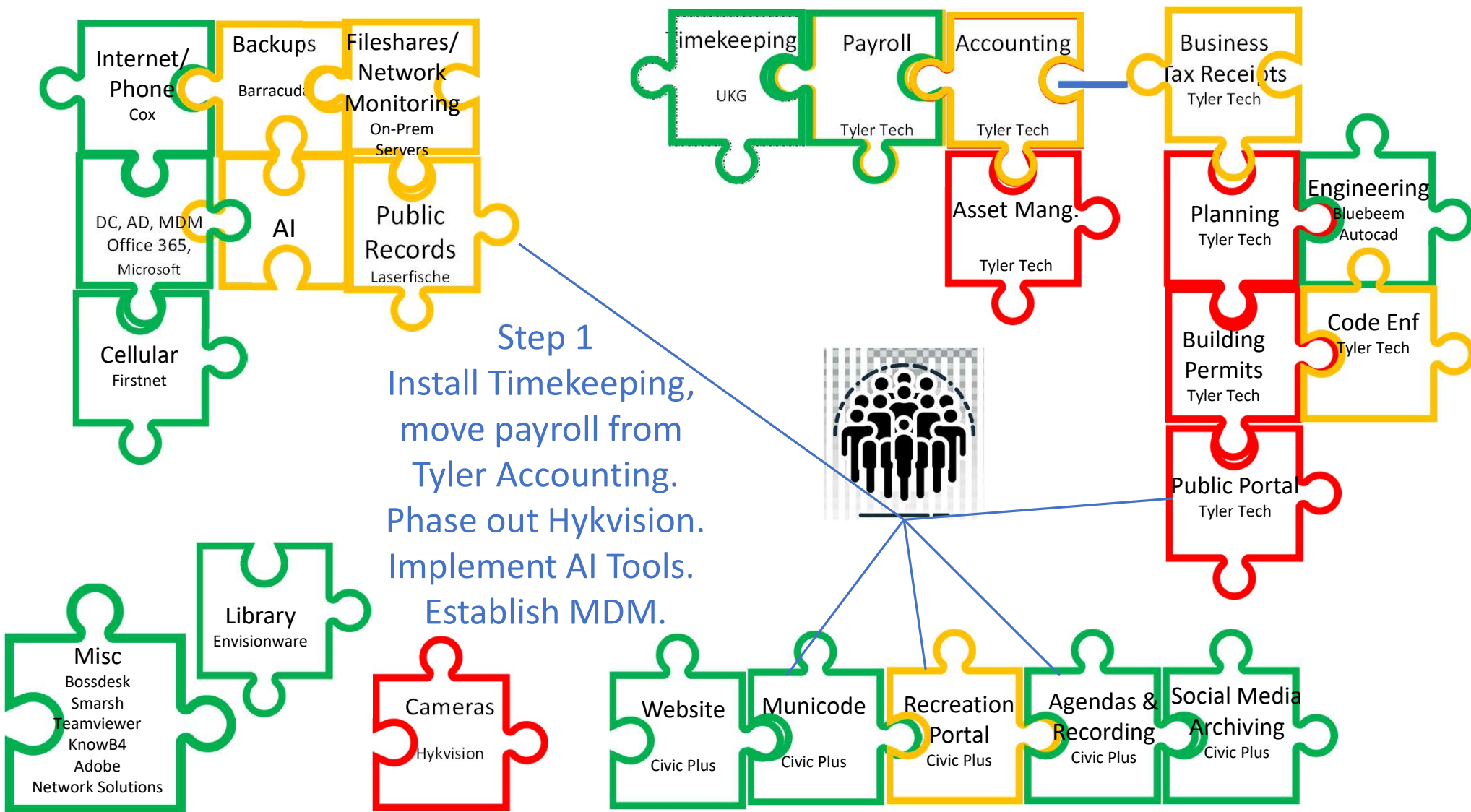
IV. RECOMMENDED MOTION: I move to direct the City Manager to proceed with the

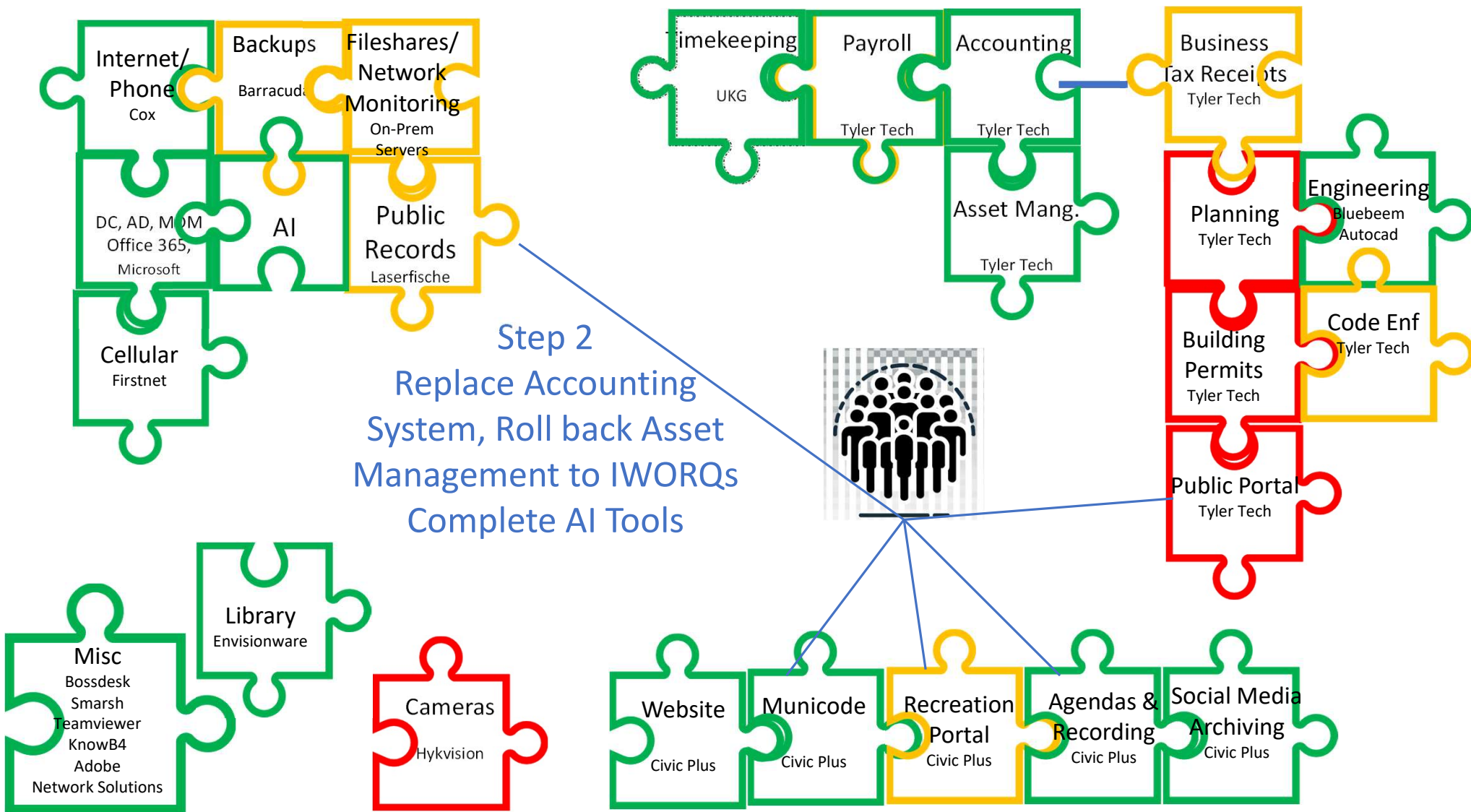
ongoing improvements to the IT Ecosystem making use of Cooperative Purchasing or Piggybacking where possible to streamline procurement and improve implementation timelines.

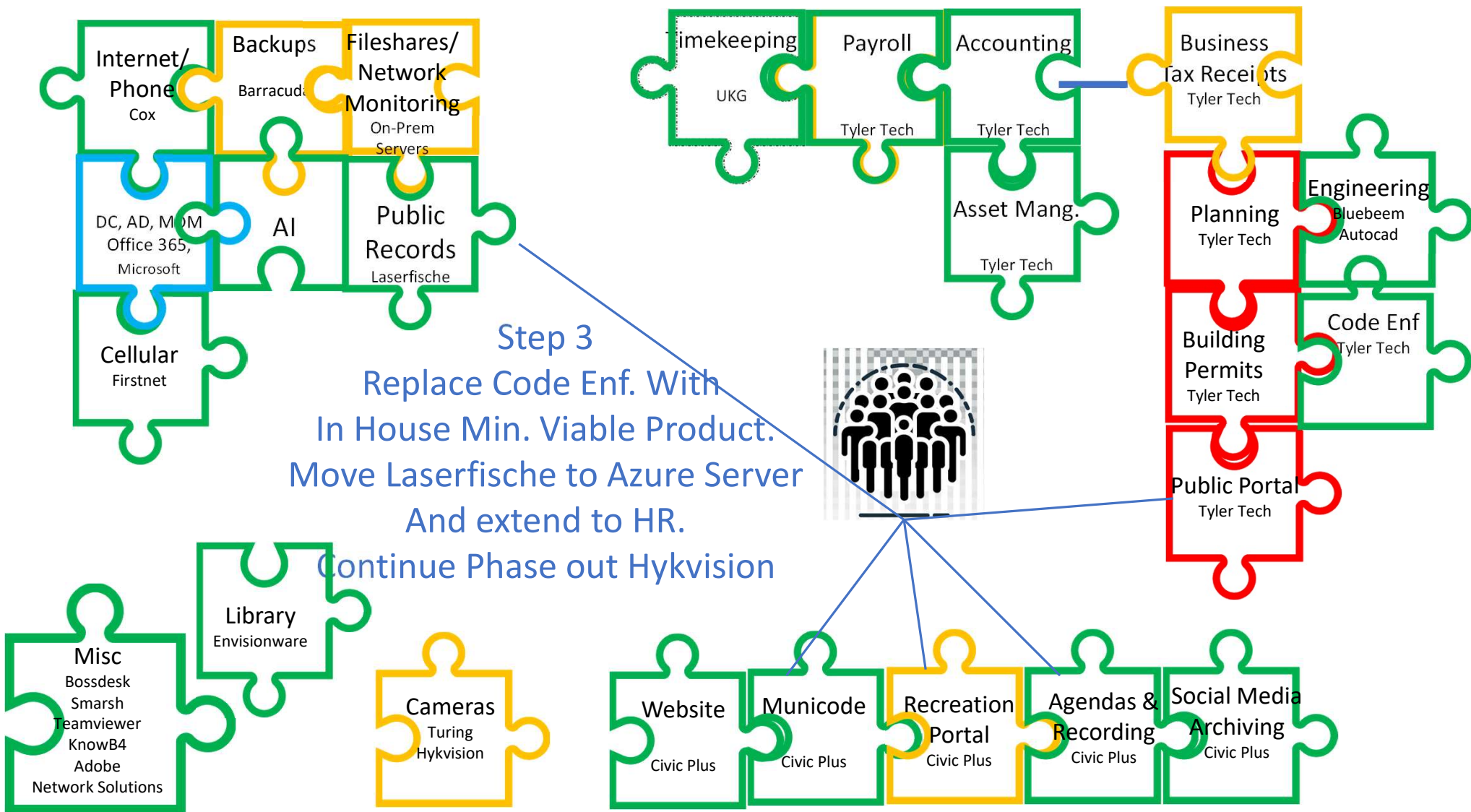
Attachments:

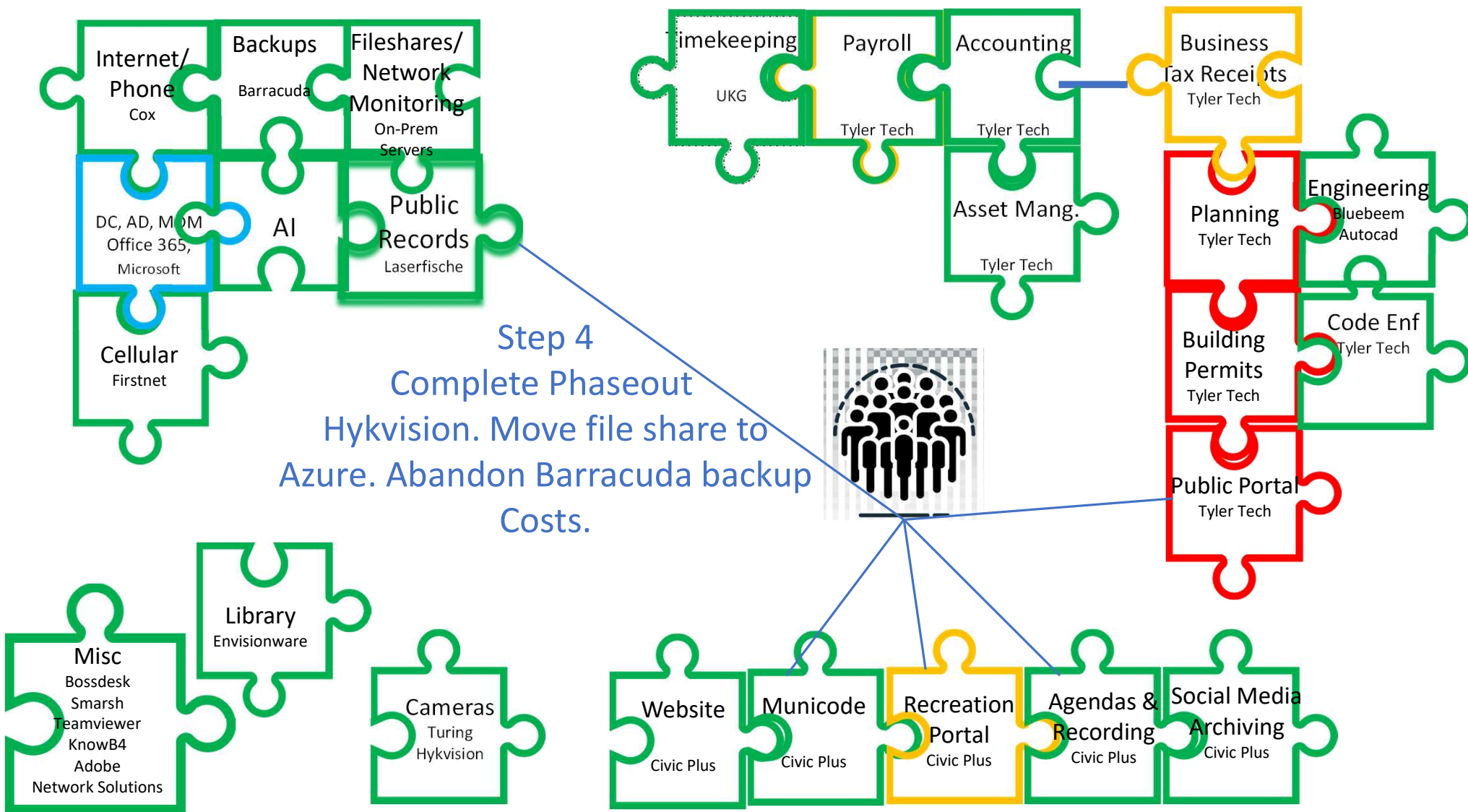
1. Heatmap

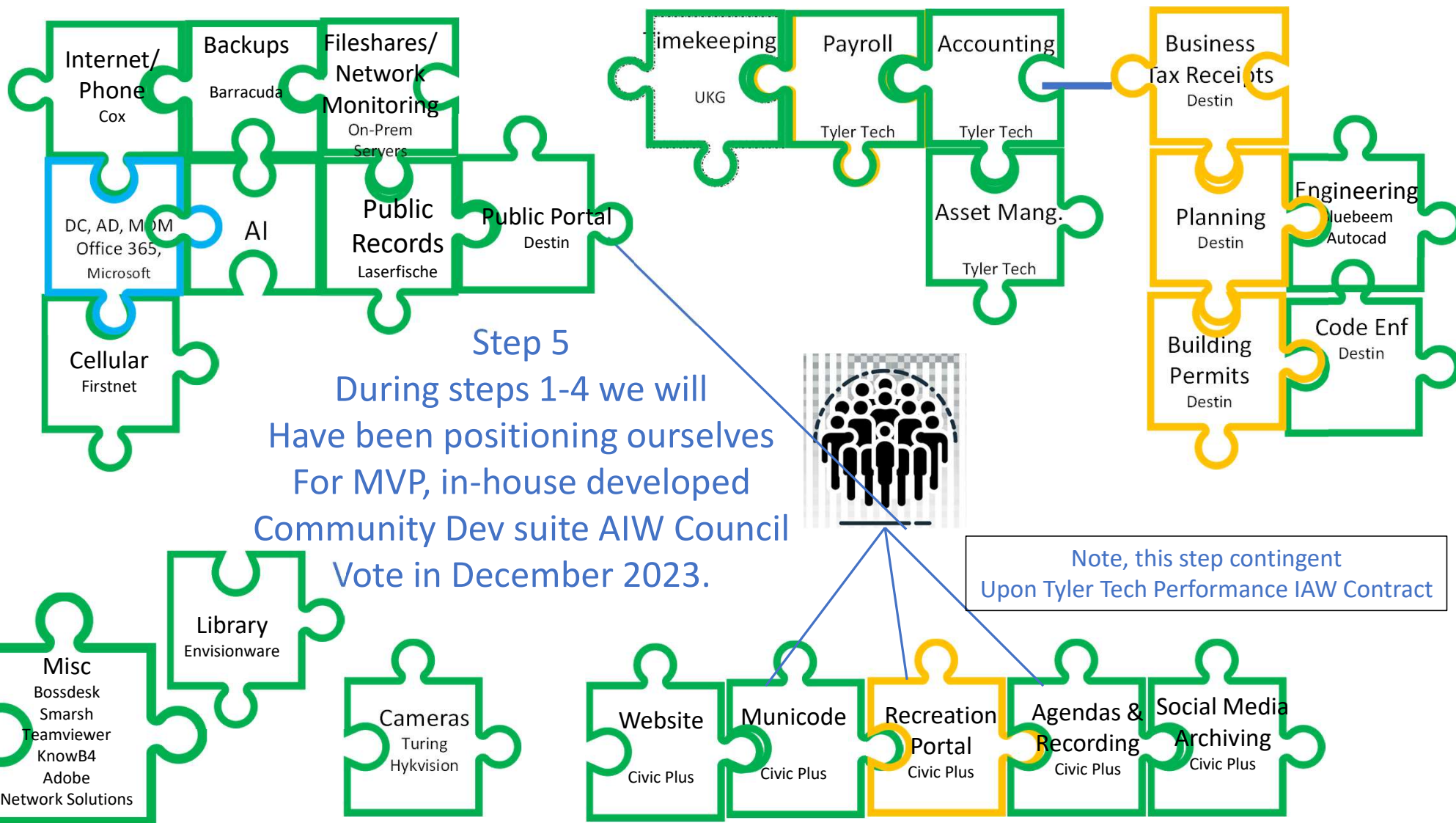


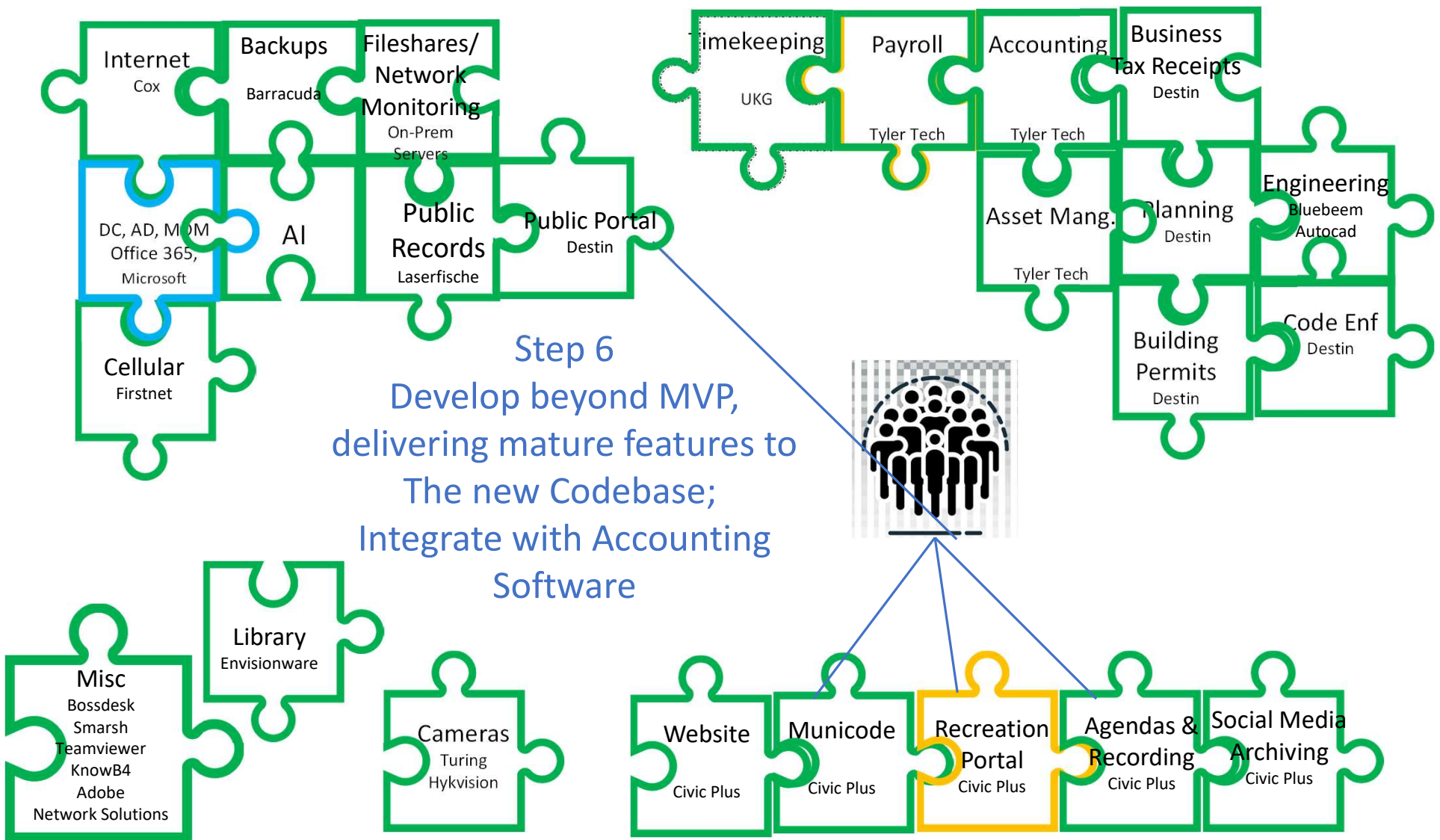












CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.H.**TO:** City Council**THRU:** Kimberly Kopp, City Attorney
Louis Zunguze, Interim City Manager**FROM:** Jeffrey Cozadd, Grants Manager
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director**DATE:** January 8, 2024**SUBJECT:** Subaward Agreement No. 2024-R12 between Okaloosa County and City of Destin, Clement Taylor Park Renovation Project

I. BACKGROUND: The Clement Taylor Park Renovation project was included in Okaloosa County's RESTORE Act Direct Component Initial Multiyear Plan which was accepted by the US Department of the Treasury on June 30, 2017.

The City of Destin is a subrecipient to Okaloosa County for RESTORE Act funding of the project; \$729,918 for direct component funds with the City of Destin contributing the remaining funding estimated to be \$866,262 for a total of \$1,596,180 direct costs.

II. DISCUSSION: Request approval to sign the RESTORE Act Direct Component Subaward Agreement between Okaloosa County and the City of Destin for the renovation of Clement Taylor Park. After both parties execute the Subaward Agreement the next step in the process will be to begin the procurement process. This process will include bringing an RFP to the council for their approval and then forwarding it to the County for review and approval. Treasury may also require that they review and approve the RFP.

A. Link to Strategic Goals / Objectives: 4.10 Renovate Clement Taylor Park

- I. Financially sound city providing service excellence.
- II. Enhanced quality of life and safety for families.
- III. Economic development and revitalization.
- IV. Effective, efficient, and aesthetically pleasing infrastructure.
- V. Improve mobility and connectivity.
- VI. A green and sustainable environment.

B. Effect on Budget (EOB): This project is estimated to cost \$1,596,180. The FY 2024 Adopted Budget includes this estimate. The actual costs will depend upon the results of the

RFP for construction. The budgeted funds are as follows:

	30557233-565000- RC216RESTORE GRANT-CIP- Clement Taylor Park		31557232-565000- RC216 Park Impact Fees- CIP-Clement Taylor Park		Total
	\$		\$		\$
FY 24 Adopted Budget*	729,918		723,505		1,603,423
Previous Expenses/Encumbrances	-		(7,243)		(7,243)
Available Program Budget	729,918		716,262		1,596,180
Potential Agreement +(-)			-		-
FY 24 Remaining Program Budget	\$ 729,918	\$	716,262	\$ 150,000	\$ 1,596,180

C. Level of Service (LOS): Implementation of this project will provide an enhanced quality of life for the residents and guests of Destin.

D. Legislative Sponsor:

III. CONCLUSION: Okaloosa County approved the Treasury award agreement on December 5, 2023 and staff is requesting that the Council approve the subaward agreement between the City and County.

IV. RECOMMENDED MOTION: I move that Destin City Council authorize Mayor Bobby Wagner to execute the Subaward Agreement No. 2024-R12 between Okaloosa County, Florida and the City of Destin, Florida pertaining to the Direct Component portion of the Restore Act Trust Fund Monies allocated to Okaloosa County.

Attachments:

1. 1.8.2024RESTORESubawardDestinCTP
R

<u>ARTICLE I</u>	RECITALS
<u>ARTICLE II</u>	PURPOSE AND INTENT
<u>ARTICLE III</u>	STATEMENT OF WORK
<u>ARTICLE IV</u>	PERFORMANCE AND SUBCONTRACTS
<u>ARTICLE V</u>	CONTRACT LIABILITY
<u>ARTICLE VI</u>	REIMBURSEMENT
<u>ARTICLE VII</u>	PAYMENT
<u>ARTICLE VIII</u>	UNIFORM ADMINISTRATIVE REQUIREMENTS
<u>ARTICLE IX</u>	PROGRAM INCOME
<u>ARTICLE X</u>	MAINTENANCE AND REAL PROPERTY PROTECTIONS
<u>ARTICLE XI</u>	COUNTY RECOGNITION
<u>ARTICLE XII</u>	TERM
<u>ARTICLE XIII</u>	AUDITS AND MONITORING
<u>ARTICLE XIV</u>	REPORTING REQUIREMENTS
<u>ARTICLE XV</u>	RECORD RETENTION
<u>ARTICLE XVI</u>	SUSPENSION AND TERMINATION
<u>ARTICLE XVII</u>	NOTICES
<u>ARTICLE XVIII</u>	INDEPENDENT CONTRACTOR
<u>ARTICLE XIX</u>	INDEMNIFICATION
<u>ARTICLE XX</u>	INSURANCE
<u>ARTICLE XXI</u>	PERSONNEL AND PARTICIPANT CONDITIONS
<u>ARTICLE XXII</u>	ENVIRONMENTAL CONDITIONS
<u>ARTICLE XXIII</u>	GENERAL CONDITIONS

SUBAWARD AGREEMENT NO. 2024-R12 BETWEEN OKALOOSA COUNTY, FLORIDA AND THE CITY OF DESTIN, FLORIDA PERTAINING TO THE DIRECT COMPONENT PORTION OF THE RESTORE ACT TRUST FUND MONIES ALLOCATED TO OKALOOSA COUNTY

THIS SUBAWARD AGREEMENT (hereinafter "Agreement") is entered into by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, with an address of 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, by and through its Board of County Commissioners, (hereinafter the "COUNTY"), Sam.gov Unique Entity Identifier Q8K3J6TNHKU6, and the City of Destin, a municipal corporation of the State of Florida, with an address of 4200 Indian Bayou Trail, Destin, FL 32541, by and through its Mayor and City Council, (hereinafter the "SUBRECIPIENT"), and having a Sam.gov Unique Entity Identifier of HWLNK1AV2LD6, for the receipt of a subaward of funds made available through a federal award to the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY, recognizing that substantial funds of money could be made available to the COUNTY through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (hereinafter "the RESTORE Act") which established the Gulf Coast Restoration Trust Fund, developed and submitted a Multiyear Implementation Plan to the United States Department of the Treasury (hereinafter "TREASURY") pursuant to all applicable rules and requirements; and

WHEREAS, said Multiyear Implementation Plan consisted of ten initial projects, one of which the SUBRECIPIENT proposed, the Clement Taylor Park Restoration and Pathway, now referred to as, Clement Taylor Park Restoration Project; and

WHEREAS, the Multiyear Implementation Plan was accepted by TREASURY on June 30, 2017, which authorized the COUNTY to apply for financial assistance from the Gulf Coast Restoration Trust Fund to be used to fund activities and projects consistent with the Multiyear Implementation Plan; and

WHEREAS, the COUNTY has been awarded a RESTORE Act allocation of \$729,918.00 dollars under Federal Award Identification Number 1 RDCGR180508-01-00, issued to the COUNTY on October 19, 2023, and accepted by the COUNTY on December 5, 2023, by the United States Department of the Treasury; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the restoration of a public park, Clement Taylor Park, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application; and

WHEREAS, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into an subaward Agreement in accordance with 2 C.F.R. Part 200, to allow the SUBRECIPIENT to utilize an allocated sum of the COUNTY'S portion of Gulf Coast Restoration Trust Fund to carry out the project activities for the Clement Taylor Park Restoration Project in compliance with the Multiyear Implementation Plan; and

WHEREAS, Exhibits A, B, C, D, E and F which are attached and further explain this Subaward Agreement are incorporated by reference and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE I

RECITALS

The WHEREAS clauses set forth above are incorporated herein by reference and made part of this Agreement.

ARTICLE II

PURPOSE AND INTENT

The COUNTY has received a Federal Award through the Gulf Coast Restoration Trust Fund (CFDA# 21.015, titled: Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States), in the amount of Seven Hundred Twenty-nine Thousand, Nine Hundred Eighteen dollars (\$729,918.00) as of December 8, 2023, to carry out the projects meeting the requirements of 31 C.F.R. Part 34. The purpose and intent of this Agreement is to allocate a portion of RESTORE Act funds awarded to the COUNTY to the SUBRECIPIENT for reimbursement of qualified expenditures for the Clement Taylor Park Restoration Project more specifically described in Exhibits A, C, and E. The SUBRECIPIENT will provide Seven Hundred Seventy-six Thousand, Two Hundred, Sixty-two dollars (\$776,262.00) of non-RESTORE funds to be blended with RESTORE funds towards the project. These non-RESTORE funds must be procedurally treated as federal funds in the Clement Taylor Park Restoration Project. The current indirect cost rate is 0% for the SUBRECIPIENT under this Agreement. The terms and conditions of the Federal Award (Exhibit F) apply to this Agreement, in accordance with 2 Code of Federal Regulations (CFR) 200.101(b)1. The combined total of the RESTORE and the SUBRECIPIENT funding is One Million, Five Hundred, Six Thousand, One Hundred Eighty dollars (\$1,506,180.00).

ARTICLE III

STATEMENT OF WORK

1. Project. The Clement Taylor Park Restoration Project (hereinafter the "Project"), more particularly described in Exhibit A, is the purpose of this Agreement. The Project is for the creation of a public park, Clement Taylor Park, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application.

2. Budget. The COUNTY and the SUBRECIPIENT agree that the budget submitted for the Project as shown as part of SUBRECIPIENT's application for the Allocated Sum, attached hereto and incorporated herein as Exhibit E, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.

3. Schedule. The timeframe to provide Project services, herein referred to as "Project Schedule," begins on execution of this document by both parties, and ends on May 31, 2026, as indicated in Exhibit C. The Project Schedule shall be strictly followed by the SUBRECIPIENT in performing and completing the Project.

4. Qualified expenditures, eligible expenditures, and eligible expenses shall mean those expenditures or expenses reasonably necessary to complete the Project.

ARTICLE IV

PERFORMANCE AND SUBCONTRACTS

1. Performance Monitoring. The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as reasonably determined by the COUNTY, will constitute noncompliance of this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a period of forty-five (45) days after being notified by the COUNTY, in accordance with Article XVI contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 C.F.R. Part 200.

2. SUBRECIPIENT's subcontractors. The SUBRECIPIENT shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The SUBRECIPIENT may subcontract, as necessary, to perform as required by this Agreement. The COUNTY shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the SUBRECIPIENT's subcontract(s), and the SUBRECIPIENT shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The SUBRECIPIENT shall take the necessary steps to ensure that each of its subcontractor(s) will be

deemed independent contractor(s) and will not be considered or permitted to be agents, servants, joint ventures or partners of the COUNTY. The Subrecipient's subcontractor(s) must maintain an active Unique Entity Identifier in Sam.gov with no exclusions.

3. Procurement Standards. All procurement transactions shall be conducted in a manner to provide to the maximum extent, practical, open, and free competition. SUBRECIPIENT must follow the Federal Procurement Standards set forth in 2 CFR 200.318 – 200.326. Bid packages and advertisements shall be subject to COUNTY review and comment before being published. Documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and comment prior to award. Within 10 working days from receiving documentation from the SUBRECIPIENT, the COUNTY shall submit all comments to the SUBRECIPIENT for consideration.

4. Laws. All contracts or subcontracts made by the SUBRECIPIENT to carry out the Project herein shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations stipulated in this Agreement and in strict accordance with all terms, covenants, and conditions in this Agreement. Any worker's services contracted hereunder shall be specified by written contract or Agreement and shall be subject to each Article set forth in this Agreement.

5. Subcontract Monitoring. The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY with each required periodic report.

ARTICLE V

CONTRACT LIABILITY

The COUNTY shall not be liable to any person, firm, or corporation who contracts with, or provides goods or services to, the SUBRECIPIENT in connection with this Agreement, or for debts or claims accruing to such parties against the SUBRECIPIENT; there is no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the SUBRECIPIENT as a result of its services to the COUNTY hereunder.

ARTICLE VI

REIMBURSEMENT

The SUBRECIPIENT is allocated a total sum in the amount of Seven Hundred Twenty-Nine Thousand, Nine Hundred Eighteen dollars (\$729,918.00) (hereinafter the "Allocated Sum") by the COUNTY from its RESTORE Act allocation, to be made available to the SUBRECIPIENT for reimbursement of eligible expenditures, in consideration for performance of the project as described in Exhibit A, attached hereto and incorporated herein. The total amount of Federal funding (RESTORE Act allocation) obligated by this Agreement and made available to the SUBRECIPIENT shall not exceed Seven Hundred Twenty-nine Thousand, Nine Hundred Eighteen dollars (\$729,918.00).

ARTICLE VII

PAYMENT

Payment by the COUNTY of the Allocated Sum to the SUBRECIPIENT as reimbursement or the SUBRECIPIENT's vendor for performance of the Project shall be as follows:

1. The SUBRECIPIENT shall submit to the COUNTY, through its Office of Management and Budget Grants Administration any and all documents verifying the request for payment, herein "Verifying Documents." Verifying Documents shall be submitted to the COUNTY

within thirty (30) days from the day the SUBRECIPIENT received service or performance or supplies from a vendor and in no event later than forty-five (45) days from when the SUBRECIPIENT receives the bill/invoice from the vendor. Final request for payment shall be submitted no later than thirty (30) days from Project completion. Verifying Documents may include, but are not limited to:

a. Records of staff time, documented time sheets, with original signatures of the staff person and a documented official, all applicable cancelled checks (a bank statement will be required if the cancelled checks are not legible), receipts for material and labor, and any invoices chargeable to the Project.

b. An original invoice and written approval by the SUBRECIPIENT for each eligible expense to be paid directly to the vendor, or a written request for reimbursement that includes a copy of applicable invoices for each eligible expense.

c. Invoices from the vendor, including details of the amounts being invoiced, and copies of cancelled checks, front and back, which have been processed for payment for items that apply to the reimbursement of the SUBRECIPIENT's funds.

d. All documentation must be clear and eligible. If electronic copies are not deemed in this manner, then the COUNTY shall request hard copies to be delivered to the County Point of Contact in this agreement.

2. Within ten (10) working days of receipt of Verifying Documents, the COUNTY shall, in its sole discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the sole discretion of the COUNTY, it is determined there are any errors in the Verifying Documents, the COUNTY shall notify the SUBRECIPIENT within ten (10) working days of receipt of the Verifying Documents. The SUBRECIPIENT shall submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors.

3. Upon determination by the COUNTY that Verifying Documents are approved, the COUNTY will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the COUNTY. The COUNTY reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the satisfaction of the COUNTY.

4. In no event shall the COUNTY be obligated to reimburse for any Verifying Documents older than sixty (60) days from the date of receipt by the SUBRECIPIENT from a vendor.

5. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR, 200; 2 CFR, 215; or 2 CFR, 225, as applicable.

6. If applicable, program income must be disbursed before the SUBRECIPIENT requests funds from the COUNTY. The COUNTY will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within 45 days after the end of the period of performance, the SUBRECIPIENT must submit any outstanding reports, as well as any required reporting on subawards. The SUBRECIPIENT must liquidate all obligations incurred under this Award no later than 45 calendar days after the end of the period of performance, unless the SUBRECIPIENT requests and with the approval from the COUNTY and TREASURY, an extension. Within 30 days after receipt of the reports in paragraph (a) of this section, the COUNTY will make upward or downward adjustments to the allowable costs, and then make prompt payments to the allowable, unreimbursed costs. The closeout of this award does not affect any of the following:

- a. The right of the COUNTY or TREASURY to disallow costs and recover funds on the basis of a later audit or other review;

b The obligation of the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

c. The SUBRECIPIENT's obligations regarding audits, property management and disposition (if applicable), and records retention

ARTICLE VIII

UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 2 CFR 200.330 and 200.331, and agrees to adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer the Project in conformance with 2 CFR, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

ARTICLE IX

PROGRAM INCOME

The SUBRECIPIENT shall report monthly all program income, as defined in 2 CFR, 200.80, generated by activities carried out with the Allocated Sum made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth in the *RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions*, U.S. Department of the TREASURY, June 30, 2022. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balances on hand. All unused program income with interest shall be returned to the COUNTY at the end of the contract period.

ARTICLE X

MAINTENANCE AND REAL PROPERTY PROTECTIONS

The SUBRECIPIENT shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security Agreement without prior written approval by the COUNTY. The SUBRECIPIENT shall not subject the title to such property to any liens or grants; the making of any Federal loan; the entering into of any cooperative Agreement; or to the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement without prior written approval from the COUNTY. For projects including acquisition and improvements to real property, the SUBRECIPIENT acknowledges its obligations under the RESTORE Act Standard Terms and Conditions (included in Exhibit F), including, but not limited to, W. 5. Estimated Useful Life and W. 7. Use of Real Property regarding operation and maintenance of the property, use restrictions, and restrictions on conveyance. The SUBRECIPIENT acknowledges its obligations to use the property for its funded purpose for the duration of its Estimated Useful Life and to maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life. The improvements will provide additional public infrastructure to Destin and is intended to provide a permanent public access and use facility including installation of a new pavilion, ADA Compliant playground equipment, restroom facility and a new Gazebo; and the renovation of the fishing pier, park walkways and existing pavilion.

ARTICLE XI

COUNTY RECOGNITION

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY and the RESTORE Act in providing funding for the Project. All facilities constructed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created

to promote the Project shall acknowledge the COUNTY and the RESTORE Act as providing funding for the Project.

ARTICLE XII

TERM

The term of this Agreement shall be in effect from the execution of both parties, to May 31, 2026, upon the effective date as required herein, until such time as the monitoring period has expired past that date.

ARTICLE XIII

AUDITS AND MONITORING

In the event that the SUBRECIPIENT expends Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR, 200, as revised. Article II indicates Federal resources awarded through the COUNTY by this Agreement. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR, 200, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision of 2 CFR, 200, as revised, will meet the requirements of this part.

- a. In connection with the audit requirements addressed in Subsection 1 above, the SUBRECIPIENT shall fulfill the requirements relative to audit responsibilities as provided in 2 CFR, 200, as revised.
- b. If the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, is not required. In the

event that the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, the cost of the audit must be paid from non-Federal resources.

- c. In addition to reviews of audits conducted in accordance with 2 CFR, 200, as revised, monitoring procedures may include, but not be limited to, on-site visits by the COUNTY; limited-scope audits as defined by 2 CFR, 200, as revised; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the COUNTY. In the event the COUNTY determines that a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE XIV

REPORTING REQUIREMENTS

The SUBRECIPIENT shall submit to the COUNTY semi-annual activity, as indicated in Exhibit D, attached hereto and incorporated herein. Reports are due by the 15th of the month following the end of each reporting period and must include information on levels of accomplishment, objectives met for each activity funded, and subcontract monitoring reports as applicable. Within 15 days of completing each project action item in Exhibit C (Project Schedule), the SUBRECIPIENT shall provide via email project photographs in jpg format, explanations of the photographs, and a summary of progress in MSWord for each action item, suitable for posting to a project-related web page.

The SUBRECIPIENT shall complete and submit to the COUNTY a report on the status of the real property or interest in real property in which the federal government retains an interest, using an SF-429 Real Property Status Report form annually for the first three years of this award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period. The COUNTY will use this information as the basis for filing SF-429 reports to TREASURY.

ARTICLE XV

RECORD RETENTION

1. Maintenance of Records

a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 2 CFR, as appropriate, that are pertinent to the Project herein funded by the Allocated Sum. Such records shall include, but are not limited to:

1. Application requesting Project funding.
2. Executed SUBRECIPIENT Agreement approving the Project, including any amendments to this Agreement.
3. Records providing a full description of each activity undertaken.
4. Records demonstrating that the activity meets the national objective herein.
5. Records determining eligibility of work performed for the Allocated Sum.
6. Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with the Allocated Sum, if applicable.

7. Financial records as required by 2 CFR 200.330 and 200.331, and all Financial Management standards as specified in Exhibit B.
 8. Copy of periodic reports submitted as required herein.
-
- b. Retention of Records. The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, after the resolution of all Federal audit findings, or until the note and mortgage associated with this Agreement are satisfied, whichever occurs later.
 - c. Access to Records. The COUNTY and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the SUBRECIPIENT which are pertinent to the subaward, in order to make audits, examinations, excerpts, and transcripts. The right of access shall last as long as any record is required to be retained. Access shall be made available during normal business hours and as often as the COUNTY or any authorized representative of the Federal government deems necessary.
 - d. All original records and documents pertinent to this Agreement shall be retained by the SUBRECIPIENT during the terms of this Agreement. All records, including supporting documentation, shall be sufficient to determine compliance with the requirements of this Agreement and all other applicable laws and regulations. The SUBRECIPIENT, its employees or agents, shall provide access during the contract period to all related records and documents for accounts placed with the SUBRECIPIENT by the COUNTY, at reasonable times to the COUNTY, its employees or agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday

through Friday. "Agents" shall include, but not be limited to, auditors retained by the COUNTY. The SUBRECIPIENT shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the SUBRECIPIENT in connection with this Agreement, including the provisions of public access and for copies at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by the law. The SUBRECIPIENT 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.

- e. The SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of the SUBRECIPIENT upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE XVI

SUSPENSION AND TERMINATION

1. Termination. Either party may terminate this Agreement without cause, at any time, by giving at least a thirty (30) day written notice to the other party of such termination. Either party may terminate this Agreement with cause immediately.

a. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the SUBRECIPIENT under this Agreement, shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just

and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

b. Cause shall include, but is not limited to, failure to strictly comply with all applicable Federal, State, and local laws, rules and regulations, or any substandard performance by the SUBRECIPIENT. Substandard performance shall be any performance indicated by Verifying Documents but not reflected in the actual performance of the Project. In the event of substandard performance, the COUNTY shall notify the SUBRECIPIENT in writing of such substandard performance, and the SUBRECIPIENT shall take corrective action within a reasonable time, but in no event later than forty-five (45) days from receipt of the notice from the COUNTY.

c. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

2. Suspension. In lieu of termination upon a finding of cause, as defined in this article, the COUNTY may suspend this Agreement and withhold any payment of Allocated Sum until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY.

ARTICLE XVII

NOTICES

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

OKALOOSA COUNTY

Jane Evans
Grants & RESTORE Manager
Okaloosa County
1250 North Eglin Parkway, Ste 102
Shalimar, FL 32579
850-651-7521
jevans@myokaloosa.com

SUBRECIPIENT

Louis Zunguze
Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
850-837-4242
Lzunguze@cityofdestin.com
Federal ID No 59-2480854
DUNS No. 364637595

Awarding Agency – US Department of the Treasury.

Jeff Gilleo
Federal Project Officer
1500 Pennsylvania Ave. N.W.
Washington D.C. 20220-0001
Phone: 202-961-7780
Jeffrey.Gilleo@treasury.gov

ARTICLE XVIII

INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

ARTICLE XIX

INDEMNIFICATION

The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its officers, agents, and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with this Agreement, or arising out of any act, action, neglect, or omission during the performance of this Agreement, as modified, any part thereof, or work performed hereunder, whether direct or indirect; or by reason or result of injury caused by the SUBRECIPIENT's negligent maintenance or supervision of the property or work performed thereon over which the SUBRECIPIENT has control; or by reason of a judgment over and above the limits provided by the insurance, required under Article XX of this Agreement; or by any defect in the condition or construction of the Project, if the Project was inspected and accepted by the SUBRECIPIENT; whether or not due to, or caused by negligence of the COUNTY, or any of its agents and employees, except that the SUBRECIPIENT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees. The indemnity hereunder shall continue until all provisions of this Agreement, including satisfaction of any mortgage and/or promissory note, have been fully performed by the SUBRECIPIENT.

The SUBRECIPIENT's obligation to indemnify, defend, and pay for the defense or, at the COUNTY's option, to participate and associate with the COUNTY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the SUBRECIPIENT of the COUNTY's notice of claim for indemnification to the SUBRECIPIENT. The notice of claim for indemnification shall be served by certified mail. The SUBRECIPIENT's obligation to defend and indemnify within seven (7) days of receipt of such notice shall not be excused because of the SUBRECIPIENT's inability to evaluate liability, or

because the SUBRECIPIENT evaluates liability and determines the SUBRECIPIENT is not liable, or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the SUBRECIPIENT. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the SUBRECIPIENT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

Notwithstanding any provision of this Agreement, if the SUBRECIPIENT is an agency or subdivision of the State of Florida, its obligation to indemnify, defend and hold harmless the County shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving any applicable limits of sovereign immunity.

ARTICLE XX

INSURANCE

1. The SUBRECIPIENT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SUBRECIPIENT's operation and use of the premises. The cost of such insurance shall be borne by the SUBRECIPIENT.

2. The SUBRECIPIENT shall not enter or occupy the premises until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.

3. The SUBRECIPIENT shall furnish certificate(s) of insurance on the form required by the COUNTY to the COUNTY (Attention: Okaloosa County Risk Manager, 302 North Wilson Street, Suite 301, Crestview, FL 32536). The certificate(s) shall clearly indicate the SUBRECIPIENT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The

certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY to the attention of the Okaloosa County Risk Manager. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of the liability and obligations under this Agreement. Neither approval by the COUNTY or a failure to disapprove insurance certificates or policies furnished by the SUBRECIPIENT shall release the SUBRECIPIENT of full responsibility for all liability or its obligations under this Agreement.

4. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the SUBRECIPIENT's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except workers' compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a severability of interests' provision. All insurance policies required herein and all provisions hereof shall apply to all operations, activities, or use by the SUBRECIPIENT, or by anyone employed by or contracting with the SUBRECIPIENT, and it is the SUBRECIPIENT's responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them, complies with those insurance provisions and that the COUNTY is an "additional insured" on such policies. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY

and are the responsibility of the SUBRECIPIENT. The minimum kinds and limits of coverage to be carried by the SUBRECIPIENT shall be as follows:

1. Workers' Compensation and Employer's Liability:

a. If the SUBRECIPIENT falls under the State of Florida Workers' Compensation law, the SUBRECIPIENT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees for losses arising from the leased premises.

2. Comprehensive General Liability:

a. Shall include premises and/or operations, broad form property damage, independent contractor, contractual liability, and fire legal liability, and shall be written on an "occurrence basis." In the event SUBRECIPIENT is only able to secure coverage on a "claims-made basis," the SUBRECIPIENT shall be obligated, by virtue of this Agreement, to maintain tail coverage in effect with no less limits of liability, nor any more restrictive terms and/or conditions, for a period of three (3) years from expiration or termination of this Agreement.

Bodily injury and personal injury, including death:

- \$1,000,000.00 each person;
- \$2,000,000.00 aggregate;
- \$1,000,000.00 each occurrence;
- \$2,000,000.00 aggregate.

ARTICLE XXI

PERSONNEL AND PARTICIPANT CONDITIONS

1. Civil Rights

- a. Compliance. The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.
- b. Nondiscrimination. The SUBRECIPIENT shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders and all other applicable laws, rules, and regulations.

2. Affirmative Action

- a. Approved Plan. The SUBRECIPIENT agrees that it shall be committed to carry out its activities pursuant to the COUNTY's specifications and to the Affirmative Action program in keeping with principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the County for review upon request.
- b. Women and Minority-Owned Businesses. The SUBRECIPIENT will use affirmative steps such as: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's

business enterprises (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of the Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

To afford women- and minority-owned business enterprises the maximum practical opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and women business enterprises in lieu of an independent investigation.

- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the COUNTY, its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice from the SUBRECIPIENT's contracting officer advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Equal Employment Opportunity and Affirmative Action Statement. The SUBRECIPIENT shall, in all solicitations or advertisements for employees, placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative-Action employer.

- f. Subcontract Provisions. The SUBRECIPIENT shall include the provisions of Subsection 1, Civil Rights, and Subsection 2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

3. Employment Restrictions

- a. Prohibited Activities. The SUBRECIPIENT shall not use any portion of the Allocated Sum or personnel employed to carry out this Agreement for political activities, inherently religious activities, and lobbying, political patronage, or nepotism activities.
- b. Labor Standards. The SUBRECIPIENT shall comply with the Davis-Bacon Act, as applicable, the provisions for Contract Work Hours and Safety Standards Act (40 U.S.C., 327, et seq.), and all other applicable Federal, State, and local laws and regulations. The SUBRECIPIENT further shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874, et seq.). The SUBRECIPIENT shall maintain documentation demonstrating compliance with the hour and wage requirements of this subsection.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) for construction, renovation, or repair of any building, or work financed in whole or part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements; and with the applicable requirements of the regulations of the United States Department of Labor under 29 CFR, Parts 1, 3, 5, 6, and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to

require payment of the higher wage. The SUBRECIPIENT shall cause or require language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

4. Conduct

- a. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- b. Conflict of Interest. The SUBRECIPIENT shall not employ or retain any person or entity with a financial interest in the Project. The SUBRECIPIENT shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the COUNTY who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties.
- c. Lobbying. The SUBRECIPIENT hereby certifies:
 - 1. No Federal appropriated funds have been paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative Agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The SUBRECIPIENT shall require that the language of the Anti-Lobbying Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements), and shall certify and disclose accordingly.
- d. Copyright. In the event the performance of this Agreement results in any copyrighted material or inventions, the COUNTY reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work or material for governmental purposes.
 - e. Religious Activities. The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

ARTICLE XXII

ENVIRONMENTAL CONDITIONS

1. Air, Water, Species Protection. The SUBRECIPIENT agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- a. Clean Air Act, 42 U.S.C., 7401, et seq.
- b. Clean Water Act, 33 U.S.C 1251, et seq.
- c. Environmental Protection Agency Regulations pursuant to 40 CFR 50, as amended.
- d. National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321, et seq.
- e. Coastal Zone Management Act, as amended, 16 U.S.C 1451, et seq., and implementing regulations 15 CFR Part 930.
- f. Endangered Species Act, 16 U.S.C. 153, et seq.
- g. Magnuson-Steven's Fishery Conservation and Management Act, as amended, 16 U.S.C. 1801-1884.
- h. Marine Mammal Protection Act, 16 U.S.C. Chapter 31.
- i. Coastal Barrier Resources Act, as amended.
- j. Rivers and Harbors Act.
- k. Wild and Scenic Rivers Act, 16 U.S.C. 1271, et seq.
- l. Safe Drinking Water Act, 42 U.S.C. 300f, et seq.
- m. Executive Order 11988, Floodplain Management.
- n. Executive Order 11990, Wetland Protection.
- o. Executive Order 13089, Coral Reef Protection.
- p. Executive Order 13112, Invasive Species.

q. Executive Order 13186, Responsibilities of Federal Agencies to Protect Migratory Birds.

2. Historic Preservation. The SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C., 470), and the procedures set forth in 36 CFR, 800, Advisory Council on Historic Preservation Procedures, for protection of historic properties insofar as they apply to the performance of this Agreement.

3. Environmental Protection. The SUBRECIPIENT agrees to comply with the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act insofar as they apply to the performance of this Agreement.

ARTICLE XXIII

GENERAL CONDITIONS

1. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by all parties hereto.
2. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
3. Modification. No modification, addendum, or amendment of any kind whatsoever may be made to this Agreement unless in writing and signed by all parties hereto. This Agreement may be amended from time to time to conform to Federal, State, or local governmental guidelines, policies, or available funding amounts, and such approval shall not be unreasonably withheld.
4. Amendments. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or the SUBRECIPIENT from its obligations under this Agreement, or change the independent contractor status of the SUBRECIPIENT.
5. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, written or oral, relating to the matters set forth

Subaward agreement No. 2024-R12 between Okaloosa County, FL and City of Destin, FL

herein. Prior agreements, negotiations, or understandings shall have no force or effect on this Agreement.

6. Sovereign Immunity. To the extent permitted by law, nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY and the SUBRECIPIENT, as provided by the laws of the State of Florida.
7. Laws. This Agreement shall be governed by all applicable Federal laws, rules, and regulations that apply. The SUBRECIPIENT shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations.
8. Venue. Venue for any litigation arising from this Agreement shall be in the First Judicial Circuit of Florida, in and for Okaloosa County.
9. This Agreement shall take effect the last day all parties hereto have signed.
10. Severability. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
11. Grant Award No. 1 RDCGR180508-01-00 is not a Research and Development Award.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
dates indicated below.

JOHN HOFSTAD, COUNTY ADMINISTRATOR
OKALOOSA COUNTY AUTHORIZED OFFICIAL

DATE

ATTEST: CITY OF DESTIN, FLORIDA

[Signature of SUBRECIPIENT ATTESTOR]

[Signature of AUTHORIZED REP
SUBRECIPIENT]

REY BAILEY, CITY CLERK
[Printed name of SUBRECIPIENT ATTESTOR]

BOBBY WAGNER, MAYOR
[Printed name & position of AUTHORIZED
REP]

DATE

EXHIBIT A

CLEMENT TAYLOR PARK RESTORATION PROJECT

PROJECT DESCRIPTION

This award will fund the restoration of Clement Taylor Park, a site once the location of Destin's one-room schoolhouse, which was used until the 1950's, and after the building was deserted and demolished the area was designated as a park. The park covers 3.39 acres and is located north of the Destin Bridge on the Choctawhatchee Bay in the midst of old Destin. The park is in great need of a facelift, and the needed improvements include: demolition of the existing 30+ year-old restrooms, which will be replaced with a new bathroom facility and picnic pavilion; demolition of the existing playground to build an ADA compliant playground with new equipment and safety surfacing; reconfiguration of parking area; renovation of the fishing pier/dock; addition of a kayak launch; replacement of concrete pathways and removal of old pilings from the Bay.

The subrecipient, City of Destin, will carry out the scope of work for the project and provide the cost sharing funds in the amount of \$776,262 for a total project amount of \$1,506,180.00. This project will assist with the redevelopment of Destin's waterfront and harbor district, benefiting communities of Okaloosa County in the gulf coast region to promote and encourage tourism, improve recreational infrastructure, and increase tourism to the area.

USA Spending Description

The Clement Taylor Park project grant is awarded to Okaloosa County, Florida under the RESTORE Act Direct Component program is for the restoration of Clement Taylor Park with the installation of a new pavilion, ADA compliant playground equipment, and restroom facility; and the renovation of the fishing pier, park walkways, existing pavilion, and gazebo. The goal of this project is to promote and encourage tourism to the City of Destin. The project will benefit communities of Okaloosa County in the Gulf Coast Region. The subrecipient, the City of Destin, will carry out the scope of work for the project.

**EXHIBIT B
SUBRECIPIENT REQUIREMENTS**

Provisions		Citation
1.	Eligible Activity	34 CFR 34.201
2.	Subrecipient determination	2 CFR 200.300
3.	Time of Performance	2 CFR 200.331
4.	Compensation and Method of Payment	2 CFR, Part 225
5.	Program Income	2 CFR200.80
6.	Record Keeping Requirements	2 CFR 200.331, .333
7.	Reporting Requirements	2 CFR 200.331
8.	Public Access to Program Records	2 CFR 200.331
9.	Uniform Administrative and Program Management Standards	2 CFR, 225; 2 CFR, 200
10.	Other Program Requirements	2 CFR 200.331 2 CFR 200.207
11.	Termination	2 CFR 200.331, .338
12.	Compliance with Laws/Regulations	2 CFR 200.331
13.	Antidiscrimination/Affirmative Action EEO/Labor Standards	2 CFR 200.331
14.	Financial Management	2 CFR 200.331, .333
15.	Audits	2 CFR, 200
16.	Monitoring and Management	2 CFR, 200.300-.332
17.	Conflict of Interest	2 CFR, 200.318(c)
18.	Procurement Methods	2 CFR, 200.317-.326
19.	Budget	2 CFR 200.331
20.	Project Schedule/Milestones	2 CFR 200.331
21.	Environmental Review	2 CFR 200.331
22.	Best Available Science	31 CFR, Part 34
23.	Internal Controls	2 CFR 200.303

RESTORE Act - SPECIAL AWARD CONDITIONS
CLEMENT TAYLOR PARK RESTORATION PROJECT

RESTORE Act - SPECIAL AWARD CONDITION (SAC)

The SUBRECIPIENT shall provide to the COUNTY all items necessary to clear their Award of the following

SAC Number: SAC1

SAC Text: An ASAP Maximum Draw Limit of \$1.00 is in place for this award. Further increases to the maximum draw limit will occur when Treasury grants Okaloosa County permission to proceed with construction per section S.10. of the 2022 RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions.

EXHIBIT C

PROJECT SCHEDULE

CLEMENT TAYLOR PARK RESTORATION PROJECT

Number	Milestone	Estimated Timeframe
1.	Execution of subaward agreement	1
2.	Procurement	7
3.	Construction	22
4.	Closeout of subaward	23

EXHIBIT D
OKALOOSA COUNTY RESTORE PROGRAM
SEMI-ANNUAL ACTIVITY REPORT

Reporting Period (check one): YEAR ☐ April 1 –September 30 ☐ October 1 – March 31 ☐ FINAL within 90 days of end of performance period	Date Report Submitted:
1.	Subrecipient Name: City of Destin, FL
2.	Project Name: Clement Taylor Park Restoration Project
3.	Name of Contact Person: Jeff Cozadd
4.	Contact Email Address: jcozadd@cityofdestin.com
5.	Subrecipient Area Code and Phone Number: 850-279-4228
A.	Performance Narrative format will be provided to the Subrecipient Contact Person when available. Federal Financial Report format is shown on the next page of this Agreement. Further details are found in the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions June 30, 2022 Section D in Exhibit F of this Agreement.
B.	

	Performance Measures	Baseline	Target
1.	Number of visitors renting pavilions after first year	2377	3000
2.	New Gazebo Built	0	1
3	ADA playground structure	0	1
4.	Restroom facility built	0	1 Male; 1 Female

Federal Financial Report Cycle – Subaward 2024-R12			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
Date of subaward execution	03/31/2024	Semi-Annual	04/15/2024
04/01/2024	09/30/2024	Semi-Annual	10/15/2024
10/01/2024	03/31/2025	Semi-Annual	04/15/2025
04/01/2025	09/30/2025	Semi-Annual	10/15/2025
10/01/2025	03/31/2026	Semi-Annual	04/15/2026
04/01/2026	5/31/2026	Final	08/31/2026

**FEDERAL
FINANCIAL
REPORT**

(Subrecipient Report
Format)

1. Federal Agency and Organizational Element to Which Report is Submitted Department of the Treasury		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) RDCGR180508		Page 1	of 1 pages		
Subrecipient Agreement 2024-R12							
3. Recipient Organization (Name and complete address including Zip code) Okaloosa County, 302 N Wilson St Ste 302 CRESTVIEW, FL 32536-3474							
4a. DUNS Number 613277649	4b. EIN 59-6000765	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type ☐ Semi-Annual ☐ Final	7. Basis of Accounting ☒ Cash ☐ Accrual		
8. Project/Grant Period From: (Month, Day, Year) [Date of subaward execution]			9. Reporting Period End Date (Month, Day, Year) [Reporting Period End Date]				
10. Transactions				Cumulative			
<i>(Use lines a-c for single or multiple grant reporting)</i>							
Federal Cash (To report multiple grants, also use FFR Attachment):							
a. Cash Receipts				\$0.00			
b. Cash Disbursements				\$0.00			
c. Cash on Hand (line a minus b)				\$0.00			
<i>(Use lines d-o for single grant reporting)</i>							
Federal Expenditures and Unobligated Balance:							
d. Total Federal funds authorized				\$729,918.00			
e. Federal share of expenditures				\$0.00			
f. Federal share of unliquidated obligations				\$0.00			
g. Total Federal share (sum of lines e and f)				\$0.00			
h. Unobligated balance of Federal funds (line d minus g)				\$0.00			
Recipient Share:							
i. Total recipient share required				\$776,262.00			
j. Recipient share of expenditures				\$0.00			
k. Remaining recipient share to be provided (line i minus j)				\$0.00			
Program Income:							
l. Total Federal program income earned				\$0.00			
m. Program income expended in accordance with the deduction alternative				\$0.00			
n. Program income expended in accordance with the addition alternative				\$0.00			
o. Unexpended program income (line l minus line m or line n)				\$0.00			
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
		100			\$0.00	\$0.00	\$0.00
				g. Totals:	\$0.00	\$0.00	\$0.00
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:							
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)							
a. Typed or Printed Name and Title of Authorized Certifying Official						c. Telephone (Area code, number and extension)	
						d. Email address	
b. Signature of Authorized Certifying Official						e. Date Report Submitted (Month, Day, Year)	
14. Agency use only:							

EXHIBIT E

PROJECT BUDGET AND FUNDING SOURCES

CLEMENT TAYLOR PARK RESTORATION PROJECT

BUDGET NARRATIVE

Okaloosa County will execute a \$1,506,180.00 subaward with Destin, including the full amount of Direct Component funds, \$729,918.00, and \$776,262.00 in Destin funding, for the creation of Clement Taylor Park Restoration. The subrecipient budget includes \$1,506,180.00 under the "Construction" line item, including \$8,250.00 in project inspection fees, \$615,013.47 in site work, \$74,416.32 in demolition and removal, \$575,300.21 in construction and \$233,200.00 in Equipment.

Destin previously completed the design for the park. Destin anticipates awarding one contract for construction of park improvements. The final project cost is dependent on contractor bids received.

BUDGET DETAIL

	RESTORE Act	City of	
Object Class	CFDA 21.015	Destin	Total
Contractual Services			
Construction	\$ 729,918.00	\$ 776,262.00	\$1,506,180.00

EXHIBIT F

(See attached Federal Grant Agreement)

CLEMENT TAYLOR PARK RESTORATION PROJECT

1 RDCGR180508-01-00

(65 PAGES)

1. DATE ISSUED MM/DD/YYYY 10/19/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		U.S. DEPARTMENT OF THE TREASURY Office of Recovery Programs Office of Gulf Coast Restoration 1500 Pennsylvania Ave., N.W. Washington, DC 20220-0001 NOTICE OF AWARD AUTHORIZATION (Legislation/Regulations) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	
2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States					
3. ASSISTANCE TYPE Formula Grant					
4. GRANT NO. RDCGR180508-01-00 Formerly		5. TYPE OF AWARD Other			
4a. FAIN.		5a. ACTION TYPE New			
6. PROJECT PERIOD MM/DD/YYYY From 1/1/2024		MM/DD/YYYY through 6/30/2026			
7. BUDGET PERIOD MM/DD/YYYY From 1/1/2024		MM/DD/YYYY through 6/30/2026			

8. TITLE OF PROJECT (OR PROGRAM) Clement Taylor Park Restoration	
9a. GRANTEE NAME AND ADDRESS Okaloosa County 302 N. Wilson St., Ste 302 Shalimar, Florida 32536	9b. GRANTEE PROJECT DIRECTOR Jane Evans 302 N. Wilson St., Ste 302 Shalimar, Florida 32536 850-651-7521
10a. GRANTEE AUTHORIZING OFFICIAL John Hofstad 302 N. Wilson St., Ste 302 Shalimar, Florida 32536 8506517515 Fri Dec 08 00:00:00 GMT 2023	10b. FEDERAL PROJECT OFFICER Jeff Gilleo 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001 202-961-7780

ALL AMOUNTS ARE SHOWN IN USD																					
11. APPROVED BUDGET (Excludes Direct Assistance)			12. AWARD COMPUTATION																		
I. Financial Assistance from the Federal Awarding Agency Only II. Total project costs including grant funds and all other financial participation II			a. Amount of Federal Financial Assistance (from item 11m) \$729,918.00 b. Less Unobligated Balance From Prior Budget Periods \$0.00 c. Less Cumulative Prior Award(s) This Budget Period \$0.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$729,918.00																		
a. Salaries and Wages \$0.00 b. Fringe Benefits \$0.00 c. TOTAL PERSONNEL \$0.00 COSTS d. Equipment \$0.00 e. Supplies \$0.00 f. Travel \$0.00 g. Construction h. Other \$0.00 i. Contractual \$1,506,180.00 j. TOTAL DIRECT COSTS \$1,506,180.00 k. INDIRECT COSTS \$0.00 l. TOTAL APPROVED BUDGET \$1,506,180.00 m. Federal Share \$729,918.00 n. Non-Federal Share \$776,262.00			13. Total Federal Funds Awarded to Date for Project Period \$729,918.00 14. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project):</i> <table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td></td> <td>d.5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e.6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f.7</td> <td></td> </tr> </tbody> </table>			YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d.5		b. 3		e.6		c. 4		f.7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																		
a. 2		d.5																			
b. 3		e.6																			
c. 4		f.7																			
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DECUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add/Deduct Option) e. OTHER(See REMARKS)			b. Additional Costs																		

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INFORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	
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REMARKS (Other Terms and Conditions Attached - Yes) See next page

AUTHORIZING OFFICIAL: Jessica Milano, Chief Program Officer, Office of Recovery Programs, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001 Fri Dec 08 00:00:00 GMT 2023

Fri Dec 08 00:00:00 GMT 2023				
17.OBJ CLASS 410006	18a. VENDOR CODE 1236776	18b. EIN 59-6000765	19a. UEI Q8K3J6TNHKU6 19b. DUNS 613277649	20. CONG. DIST. FL-001
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21.a. direct	b.	c. RDC	d. \$729,918.00	e.
22.a.	b.	c.	d.	e.
23.a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

DATE ISSUED: 10/19/2023
GRANT NO. RDCGR180508-01-00

REMARKS:

This award is approved by Jessica Milano, Authorizing Official. Accepting this award in the RESTORE Grants Management System constitutes acceptance of this award and the Standard Terms and Condition and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account. The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects that were in the Funding Pipeline by May 14, 2022, ("Pipeline Waiver"), effective as of February 17, 2023.

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2024	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	06/30/2026	Final	10/28/2026

USA SPENDING DESCRIPTION

The Clement Taylor Park project grant is awarded to Okaloosa County, Florida under the RESTORE Act Direct Component program is for the restoration of Clement Taylor Park with the installation of a new pavilion, ADA compliant playground equipment, and restroom facility; and the renovation of the fishing pier, park walkways, existing pavilion, and gazebo. The goal of this project is to promote and encourage tourism to the City of Destin. The project will benefit communities of Okaloosa County in the Gulf Coast Region. The subrecipient, the City of Destin, will carry out the scope of work for the project.

RESTORE Act - FUNDING AUTHORIZATION

Total Amount of Federal Funds Awarded to Date. <i>Line 13 of NoA/Amendment</i>	Amount of Funding Restriction	Amount of Financial Assistance This Action <i>Line 12d of NoA/Amendment</i>	Amount Authorized for ASAP Account this Action	Notes
\$729,918.00	\$0.00	\$729,918.00	\$729,918.00	Initial action. MDL is \$1.00 until commencement for construction is approved.

RESTORE Act - SPECIAL AWARD CONDITIONS**SAC Number:** SAC1

SAC Text: An ASAP Maximum Draw Limit of \$1.00 is in place for this award. Further increases to the maximum draw limit will occur when Treasury grants Okaloosa County permission to proceed with construction per section S.10. of the 2022 RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions.

SAC Number: SAC2

SAC Text: Okaloosa County will provide to Treasury's OCRE, before close of the award, an updated Notice of Rights that references the RESTORE Act Direct Component program.

SAC Number: SAC3

SAC Text: Okaloosa County will provide to Treasury's OCRE, before close of the award, an updated and approved Language Assistance Plan (Plan) that specifically includes the RESTORE Act Direct Component program.

APPROVED SCOPE OF WORK

The Approved Scope of Work includes all information provided with the grant application. The attached documents, taken from the grant application, provide a summary of the scope of work approved with this grant award.

Detailed Description:

This award will fund the restoration of Clement Taylor Park, a site once the location of Destin's one-room schoolhouse, which was used until the 1950's, and after the building was deserted and demolished the area was designated as a park. The park covers 3.39 acres and is located north of the Destin Bridge on the Choctawhatchee Bay in the midst of old Destin. The park is in great need of a facelift, and the needed improvements include: demolition of the existing 30+ year-old restrooms, which will be replaced with a new bathroom facility and picnic pavilion; demolition of the existing playground to build an ADA compliant playground with new equipment and safety surfacing; reconfiguration of parking area; renovation of the fishing pier/dock; addition of a kayak launch; replacement of concrete pathways and removal of old pilings from the Bay.

The subrecipient, City of Destin, will carry out the scope of work for the project and provide the cost sharing funds in the amount of \$776,262 for a total project amount of \$1,506,180.00. This project will assist with the redevelopment of Destin's waterfront and harbor district, benefiting communities of Okaloosa County in the gulf coast region to promote and encourage tourism, improve recreational infrastructure, and increase tourism to the area.

Milestones

Number	Milestone	Estimated Timeframe
1	Execution of Award	1
2	Execution of Subaward	1
3	Procurement	7
4	Construction	22
5	Closeout of subaward	23
6	Execution of award closeout	24

Performance Measures

Number	Measures	Baseline	Target
1	Number of visitors renting pavilions after first year.	2377	3000
2	New Gazebo Built	0	1
3	ADA playground structure	0	1
4	Restroom facility built	0	1 Male; 1 Female

Subrecipient Budget

	Total	Treasury - Federal	City of Destin - Nonfederal
Project Inspection Fees	\$ 8,250.00	\$ 8,250.00	\$ -
Site work	\$ 615,013.47	\$ 498,877.67	\$ 116,135.80
Demolition and removal	\$ 74,416.32	\$ 34,140.33	\$ 40,275.99
Construction	\$ 575,300.21	\$ 188,650.00	\$ 386,650.21
Equipment	\$ 233,200.00	\$ -	\$ 233,200.00
	\$ 1,506,180.00	\$ 729,918.00	\$ 776,262.00

RESTORE ACT

**FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND
PROGRAM-SPECIFIC TERMS AND CONDITIONS**

U.S. Department of the Treasury

June 30, 2022

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”);
2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”);
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program-Specific Terms and Conditions”);
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”).

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury’s implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Frequently Asked Questions), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance,” 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury’s implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A Program-Specific Terms and Conditions - Awards Under the Direct Component

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. Administrative Costs

a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2.

Administrative costs do not include:

i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;

ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and

iii. Indirect costs of subrecipients.

b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:

i. The amounts received under a component (i.e., Direct Component or Centers of Excellence) by a recipient, beginning with the first grant through the most recent grant, and

ii. The amounts in the Trust Fund that are allocated to, but not yet received by, the grantee under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.

c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount

expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:

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

b. For the purposes of this section, the term “infrastructure” means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

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

5. Buy America Preference Waivers

a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the “Date Issued” in the Notice of Award). All waivers will be posted on Treasury's RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act>

b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act>.

c. Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:

- i. applying the Buy America Preference would be inconsistent with the public interest;
 - ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. Buy America Preference Definitions

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury's RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act>.

B Program-Specific Terms and Conditions - Awards Under the Centers of Excellence Research Grants Program

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures;
- b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and
- c. Acquisition of land or interests in land.

2. Prior Approval for Changes in Centers of Excellence

- a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. The Data Universal Numbering System (DUNS) Number of the entity or Unique Entity Identifier (UEI) Number as applicable;

iii. Location of the entity;

iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;

v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. Performance Reports

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

Standard Terms and Conditions

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C Applicable Laws, Regulations, and Program Requirements

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);

2. Treasury's implementing regulations, 31 C.F.R. Part 34;

3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered

transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;

5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;.
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) and other program guidance; and
12. Any special award conditions included in the award.

D Use of Funds and Financial Requirements

1. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. Pre-award Costs

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

3. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204. Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at

<https://home.treasury.gov/system/files/216/May-2020-Direct-Component-FAQ-Update-final-5-21-2020.pdf>

. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.

- b. Unallowable direct costs are not recoverable as indirect costs.

c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. Cost Sharing and Budget Limitations

a. There is not a cost sharing or matching requirement for Treasury's RESTORE Act grant programs. However, if matching funds are included in the approved award budget, the recipient must obtain and use these matching funds for the purposes of the award.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. Program Income

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(f). As allowed by 2 C.F.R. § 307(b), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. Requirement to Maintain a Conflict-of-Interest Policy

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award.

Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment

a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

b. Covered telecommunications equipment or services are defined as follows:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

c. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

d. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

10. Limitation on Use of Funds for Research Involving Human Subjects

a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.

b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in

this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

- i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
- ii. Documentation to support an exemption for the project;
- iii. Documentation to support deferral for an exemption or IRB review; or
- iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. Limitation on Use of Funds for Foreign Travel

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. Subawards

- a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any

applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(a). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332, including but not limited to monitoring use of RESTORE Act funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332.

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.

g. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.

h. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards consistent with 2 C.F.R. § 200.318(c)(1).

i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

iii. A recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

E Effect of a Government Shutdown on Disbursements and the Availability of Treasury Personnel

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F Recipient Reporting and Audit Requirements

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via Grant Solutions (<http://www.GrantSolutions.gov>), unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF- PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. Interim Reporting on Significant Developments per 2 C.F. R. § 200.329(e)

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

- i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The *Operational Self-Assessment* is electronically available and may be completed and submitted via a MAX.gov Federal Community link. The form is completed in MAX.gov and can be found on Treasury's Direct Component Resources webpage for reference at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-ac>

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6. Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

7. System for Award Management (SAM.gov) and Universal Identifier Requirements

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

8. Reporting Requirements for Status of Real Property or Interest in Real Property

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

9. Reporting on Lobbying

- a. Solely for the purposes of reporting on lobbying, “recipient” is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, “award recipient” refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury’s implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.
- c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- d. Each “person” who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- i. As defined in 31 U.S.C. § 1352(g)(3), the term “[person](#)”—includes an individual, corporation, company, association, authority, firm, partnership, society, [State](#), and [local government](#), regardless of whether such entity is operated for profit or not for profit; but does not include an [Indian tribe](#), [tribal organization](#), or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an [agency](#) but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.
- ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.
- iii. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.
- vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

- a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - b) A change in the persons(s) influencing or attempting to influence; and/or
 - c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

G Financial Management System and Internal Control Requirements

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015);
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII), as defined in 2 C.F.R. 200.1, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

H Records Retention Requirements

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of the final expenditure report (final SF-425), as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final expenditure report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I The Federal Government's Right to Inspect, Audit, and Investigate

1. Access to Records

a. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents, in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. Access to the Recipient's Sites

a. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

J Award Disbursement

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure.

Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:

- a. The recipient receives less than \$250,000 in federal awards per year;
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. Interest earned amounts up to \$500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K Notifications and Prior Approvals

1. Notifications

- a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.
- b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. Any transfer between the non-construction and construction budget lines;
 - vi. The use of funds to reimburse the recipient for pre-award costs;
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);
 - viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;

- ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;
- x. The commencement of any construction under the award;
- xi. The purchase of equipment under the award;
- xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award; and
- xiii. The disposition of real property or equipment with a fair market value exceeding \$5,000.

L Amendments and Closeout

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.
- c. An amendment is required whenever Treasury and the recipient wish to:
 - i. Make a material change to the award scope of work;
 - ii. Extend the award period of performance;
 - iii. Increase or decrease the amount of funds on a RESTORE Act grant;
 - iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;
 - v. Change the approved cost-sharing or matching provided by the recipient; or
 - vi. Transfer funds between the construction and nonconstruction budget line items.
- d. Requests for amendments must be submitted via GrantSolutions.gov, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;
- e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:
 - i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;
 - ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in matching funds, or transfers between line items. This detailed budget should show the original budget for each line item, the

requested change for each line item, and an explanation or justification for each requested line item change;

iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and

iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. Closeout

a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 120 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the period of performance, or at closeout of the Award by Treasury.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330 and Section Q of these terms and conditions

g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient's material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS) and may pursue other remedies for noncompliance, as listed in Section M.

h. The closeout of this Award does not affect any of the following:

i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

- iii. The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
- iv. Audit requirements in 2 C.F.R. Part 200, Subpart F.
- v. Property management and disposition requirements in 2 C.F. R. §§ 200.310 through 200.316.
- vi. Records retention as required in 2 C.F.R. §§ 200.334 through 200.337.
- i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M Termination and Remedies for Noncompliance

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program- Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

- i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;
- ii. Requiring additional reporting or more frequent submission of the SF- 425, SF-PPR, or RESTORE Act Status of Performance Report;
- iii. Requiring additional activity, project, or program monitoring;
- iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards;

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or

g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.
4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
7. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321, as implemented at 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.
8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N Debts

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O Non-Discrimination Requirements

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions.

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities;

c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P Requirement to Check Debarment and Suspension Status of Subrecipients, Contractors, Subcontractors, and Vendors

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q Procurement

1. General Provisions

- a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [2 C.F.R. § 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. [§ 200.327](#).
- b. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [2 C.F.R. § 200.318](#) through [200.327](#).

2. Solid Waste Disposal

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Subawards

- a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Minority and Women-Owned Business Enterprises

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

5. Domestic Preference for Procurement

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. § 200.322 for definitions of "manufactured products" and "produced in the United States." This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021).

R Environmental Requirements

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

- 1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- 2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- 3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)
22. Protection of Wetland, EO11990, May 24, 1977, as amended by EO 12608
23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
24. Coral Reef Protection, EO 13089
25. Invasive Species, EO 13112

S Real Property, Construction, Equipment and Supplies

1. General Requirements

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. Real Property and Acquisition of Land and Land Interests

a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. Title

a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.

b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:

i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and

ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within the last year. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.

d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:

i. A copy of the easement deed or equivalent conveyance document; and

ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).

e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:

i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and

ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.

g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.

h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. Permitting Requirements

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. Estimated Useful Life

a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with the Treasury investment.

c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. Recording the Federal Interest in the Real Property

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a “federal interest”) that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a “Covenant of Purpose, Use and Ownership” (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a “Covenant of Purpose, Use and Ownership” (Covenant) on the property acquired or improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury’s implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury a title insurance (also known as title policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.

g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury’s sole discretion. The types of projects for which Treasury may agree to this exclusion include,

but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. “Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient’s reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters;
- c. Terrorist acts; and
- d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Commencement of Construction

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury’s written permission. If the recipient commences construction prior to Treasury’s determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury’s permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors

employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a “treatment works” project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a “treatment works” project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

a. “Treatment works” is defined in 33 U.S.C. § 1292, and means any:

i. Devices and systems:

1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or

2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and

ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;

iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or

Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.

b. When Davis-Bacon Act-related provisions applies, the recipient must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) in all prime construction contracts in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate

determination for a specific locality go to <https://sam.gov/content/wage-determinations>. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination .

c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH-347 which is available at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification>.

d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.

e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at <https://www.dol.gov/whd/programs/dbra/wh1321.htm>.

f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of \$2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).

g. Contract Provision for Contracts in Excess of \$100,000 Contract Work Hours and Safety Standards Act . All contracts awarded by the recipient or subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. **These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. §§ 5.5(b)(1) through (4) in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly

number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

i. **Enforcement:** In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. Equal Opportunity Clause

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. Supplies and Equipment

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T Miscellaneous Requirements and Provisions

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland “Anti-Kickback” Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Limitations on Political Activities of Employees

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. Drug-Free Workplace

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury’s goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation’s capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

9. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President’s Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and

including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

10. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89- 544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

i. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

b) Procure a commercial sex act during the period of time that this Award is in effect; or

c) Use forced labor in the performance of this Award or subawards under this Award.

ii. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

1) Associated with performance under this Award; or

2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

- ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:
 - a) Associated with performance under this Award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- c. Provisions applicable to any recipient:
 - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - iii. You must include the requirements of this section in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - i. “Employee” means either:
 - a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or
 - b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. “Private entity”:
 - a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - b) Includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); or
 - 2) A for-profit organization.
 - iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. Publications and Signage

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage produced with funds from this Award, which informs the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

“This project was funded in whole or in part by grant [number] awarded by the U.S. Department of the Treasury under the RESTORE Act [Direct Component or Centers of Excellence Research Grants] program. The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of the U.S. Department of the Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of the Treasury.”

Signage:

“This project was funded by a grant from the U.S. Department of the Treasury under the RESTORE Act [Direct Component or Centers of Excellence Research Grants] Program.”

13. Copyright

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient’s personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors”, FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. Export Control

- a. This clause applies to the extent that this Award involves access to export- controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower-tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

Appendix I: 2 C.F.R. Part 170, Appendix A

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if -

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in [2 CFR 170.320](#);

ii. in the preceding fiscal year, you received -

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and,

iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if -

i. in the subrecipient's preceding fiscal year, the subrecipient received -

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> .)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).

2. Non-Federal entity means all of the following, as defined in [2 CFR part 25](#):

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.331](#)).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)).

Appendix II: 2 C.F.R. Part 25, Appendix A

A. Requirement for System for Award Management

Unless you are exempted from this requirement under [2 CFR 25.110](#), you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
- 2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at [2 CFR 200.1](#) and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in [2 CFR 200.1](#).
5. Subrecipient has the meaning given in [2 CFR 200.1](#).

Appendix III: Davis-Bacon and Related Acts Requirements

1. *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 C.F.R. part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. . § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of 29 C.F.R. .§ 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or

the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 C.F.R. 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 C.F.R. 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under [§ 5.5\(a\)\(3\)\(ii\)](#) of Regulations, [29 C.F.R. part 5](#), the appropriate information is being maintained under [§ 5.5\(a\)\(3\)\(i\)](#) of Regulations, [29 C.F.R. part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 C.F.R. part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 C.F.R. 5.12](#).

4. *Apprentices and trainees* -

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in [29 C.F.R. 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

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

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 C.F.R. part 30](#).

5. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of [29 C.F.R. part 3](#), which are incorporated by reference in this contract.

6. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29 C.F.R. 5.5\(a\)\(1\)](#) through [\(10\)](#), and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in [29 C.F.R. 5.5](#).

7. *Contract termination: debarment.* A breach of the contract clauses in [29 C.F.R. 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 C.F.R. 5.12](#).

8. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 C.F.R. parts 1](#), [3](#), and [5](#) are herein incorporated by reference in this contract.

9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 C.F.R. parts 5](#), [6](#), and [7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

Appendix IV: Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) *Withholding for unpaid wages and liquidated damages.* The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

Appendix V: 41 C.F.R. § 60-1.4

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the

supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.I.

TO: City Council

THRU: Kimberly Kopp, City Attorney

FROM: Jamie Dittmer, Human Resources Manager

DATE: January 16, 2024

SUBJECT: City Manager Search Update and Proposed Schedule

I. BACKGROUND: On December 11, 2023, the City Council appointed Louis Zunguze as Interim City Manager, effective January 2, 2024. On January 8th, 2024 Council approved the City Manager job description and total compensation for advertisement of the permanent position. This staff report will outline a general, proposed schedule.

II. DISCUSSION: Council has directed the Human Resources Director to advertise the City Manager position. The City Manager vacancy has been posted on ICMA, FCCMA, Florida League of Cities, and City of Destin websites. The job posting will be advertised until 2/8/2024 to fulfill the 30-day advertising requirement. As of 1/16/2024 there have been 11 applications. All have met the minimum requirements for the position.

Proposed Schedule for Next Steps:

Thursday, February 8, 2024. Posting Closes.

Friday, February 9, 2024. HR Director and City Attorney remove any resumes that do not meet minimum- (A copy of any removed document will be provided to the Committee and City Council).

Monday, February 12, 2024. Resumes forwarded to Committee. Committee has at least 14 days to review.

March 1-25: Committee meetings to select candidates for interviews, conduct interviews, and short list candidates for Council interviews. City Clerk's office is currently working with committee members on scheduling

The following dates are **subject to up to 30 days in delays**, depending on Committee schedule:
City Council Interviews: Tentatively to occur between **April 1st and 10th** (absent any delays)

at Committee level)

City Council Meet and Greet and Council Meeting to Direct HR and Legal to Negotiate

Contract with Selected Candidate: **April 15, 2024**

City Council Contract Consideration/Approval: **May 6, 2024**

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Budgeted position.

C. Level of Service (LOS): 1. Financially sound city providing service excellence.

D. Legislative Sponsor:

III. CONCLUSION: For informational purposes only.

IV. RECOMMENDED MOTION: No motion required. For information purposes only.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Kimberly Kopp, City Attorney

DATE: January 16, 2024

SUBJECT: City Council Seat Vacancy and Appointment of Council Member to Vacated Seat

I. BACKGROUND:

On Tuesday, January 16th, 2024 Council Member Matthew Sweetser submitted a formal resignation letter to the City Manager, City Attorney, City Clerk, and the Supervisor of Elections, Paul Luxe. The City Attorney forwarded the correspondence to the Mayor and City Council, and this agenda item was created to outline Council's next steps pursuant to the City Charter.

II. DISCUSSION: Council Member Sweetser formally submitted a resignation letter on January 16, 2024, with less than one year remaining until the November, 2024 election. Council Member Sweetser's full term would have ended in November, 2026.

Section 3.09(a) of the City Charter provides in relevant part that a vacancy occurs if a Council Member resigns from the Council. Additionally, City Charter section 3.09(c)(1) provides: *If there is less than one year remaining in the unexpired term or if there is less than one [year] before the next regular city election, the council by a majority vote of the remaining members shall choose a successor to serve until a newly elected mayor or council member is qualified.*

Notably, City Charter section 3.09(c)(4) states that a *council member or mayor elected to fill the unexpired term of a vacated council or mayor seat shall be eligible to run for one subsequent consecutive term.*

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION: Any Council Member may move to either accept applications for Council Members and make an appointment at a subsequent Council meeting OR may

immediately appoint a resident of the City to the seat vacated by Council Member Sweetser to serve until the November 2024 election. The individual may choose to qualify and run for a permanent seat in the November 2024 election, but is not required to do so.

IV. RECOMMENDED MOTION: Council discretion (Council may move to appoint a resident to the vacated seat or may move to request applications and make an appointment at a subsequent meeting).

Attachments:

1. Resignation Letter - Agenda Item
Dated Email
2. Copy of Resignation Letter 01162024

From: [Matthew Sweetser](#)
To: [Rey Bailey](#)
Cc: [Kimberly Kopp](#); [Louis Zunguze](#); plux@myokaloosa.com
Subject: Resignation Letter - Agenda Item
Date: Tuesday, January 16, 2024 12:02:10 PM
Attachments: [Copy of Resignation Letter 01162024.pdf](#)

Thank you all for your support.

“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”

Dear Mayor and Council,

It is with a heavy heart and many family discussions that I have decided due to my health condition worsening, I am resigning from my position on city council.

I have enjoyed my time with all of you and our hard working staff.

I wish you all the best,
Matthew K. Sweetser

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.K.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:
- B. Effect on Budget (EOB):
- C. Level of Service (LOS):
- D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 22, 2024

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM:

DATE: JANUARY 17, 2024

SUBJECT: **THIS ITEM HAS BEEN CONTINUED TO THE FEBRUARY 5, 2024, REGULAR CITY COUNCIL MEETING TO BE HELD AT 6PM, AT THE REQUEST OF THE APPLICANT. IT WILL NOT BE CONSIDERED ON JANUARY 22ND. THIS NOTE IS INCLUDED IN THE AGENDA FOR THE BENEFIT OF THE PUBLIC AFTER ADVERTISING.**
Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:
- B. Effect on Budget (EOB):
- C. Level of Service (LOS):
- D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None