DESTIN CITY COUNCIL MEETING
DECEMBER 16, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Integrity*****

CALL TO ORDER

*** INVOCATION**

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. Employee of the Year 2024 Award
   B. Fire Watch Certification
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. RFB 24-08-REC, Independence Day Fireworks Bid
   B. RFB 24-13-PW, Old Pass Lagoon Navigational Channel Dredging Project bid
   C. RFB 24-14-REC, Morgan's Sports Complex Lighting Project
   D. RFB 24-04-PW ROW and Grounds Maintenance, authorization to enter into a contract
   E. Approval of minutes of November 4, 2024 Regular City Council Meeting
   F. Approval of minutes of October 21, 2024 Regular City Council Meeting
4. **CITY MANAGER REPORTS**
   A. Linear Trail Project Update by DAG
   B. 2025 Budget Amendment - 2024 Loan
   C. All Employee Satisfaction Survey
   D. Community Development Director Confirmation
   E. Committee Appointments
   F. Destin Town Center Master Plan Update - Synalovski Romanik Saye, LLC (SRS) Presentation
   G. TDC Monthly Report - **Informational Only**
   H. Operations Financial Report - **Informational Only**
   I. Announcements
5. **PUBLIC HEARINGS**

A. First Reading of Ordinance 24-20-LC – Amending Article 2 "Administration" and Article 20 "Building Regulations" of the Land Development Code (LDC) to remove provisions related to construction permits, building permits, inspections, certificates of occupancy, and Fire District reviews from the LDC.

B. First reading of Ordinance 24-21-CC – Amending Chapter 6 of the Code of Ordinances "Buildings and Building Regulations" to address construction permits, building permits, inspections, certificates of occupancy, and Fire District reviews within the Code of Ordinances.

C. First reading of Ordinance 24-23-CC - Requiring short-term rental registrations at all multifamily units (including but not limited to condominium units and apartment units) within the City of Destin; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multifamily units; renaming Article VI of Chapter 13 "Registration of Short-Term Rentals (single-family) but making no other amendments to the regulations for short-term rentals single-family homes; creating Article VI(A) of Chapter 13 "Registration of Short-Term Rentals (Multifamily); Requiring an application for such registration and authorizing registration fees for short-term rentals at multifamily units; Requiring a local responsible party for short-term rentals at multifamily units.

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

A. Councilmember Braden

1) Noise Ordinance

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby

1) Larry Jones - City Manager Contract

E. Councilmember Hebert

F. Councilmember Geile

1) Projects Status / Updates

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

1) Pursuant to Section 286.011(8), *Florida Statutes,* the City of Destin City Council will meet in Executive Session in City Council Chambers at the Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, FL 32541, on Monday, January 6, 2025, at 5:55 (CT) to receive the advice of counsel concerning the following litigation: Wilkerson, Vina v. City of Destin, Florida (3:23-cv-24754-TKW-HTC).

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.

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 necesiten 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.

ITEM # 2024-901

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director

DATE: 12/6/24

SUBJECT: RFB 24-08-REC, Independence Day Fireworks Bid

I. BACKGROUND: RFB 24-08-REC Independence Day Fireworks Display was advertised on October 24, 2024.

II. DISCUSSION: The city received two bids in response to RFB 24-08-REC Independence Day Fireworks Display, both were opened on November 14, 2024. Bids received were from Pyro Shows and Island Outdoor Management Inc.

The bid committee met on December 5th to consider the bids. It was the opinion of the committee that the bid from Island Outdoor Management Inc was missing a number of requested elements that the RFB identified as bid requirements. For that reason, the committee voted and found the bid from Island Outdoor Management non-responsive. The bid from Pyro Shows was determined to be responsive. The bid committee voted unanimously to recommend to Council the bid from Pyro Shows for their consideration. The bid from Pyro Shows totaled $34,000.

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 bid from Pyro Shows totaled $34,000 and will last 22 minutes while being synchronized to music. Funds were budgeted in the adopted FY 2025 budget.

	0157486-534000 SPECIAL EVENTS-CONTRACT SVCS
	$ 65,000
FY 25 Adopted Budget*	65,000
Previous Expenses/Encumbrances	-
Available Program Budget	65,000
This Agreement +(-)	(34,000)
FY 25 Remaining Program Budget	$ 31,000

*FY 25 Adopted Budget includes Budget for Prior Year Encumbrances

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The bid from Pyro Shows totaled $34,000 and will last 22 minutes while being synchronized to music.

IV. RECOMMENDED MOTION: I recommend the council accept the bid from Pyro Shows and bring the show contract to a future meeting for approval.

Attachments:

1. RFB 24-08-REC Independence Day Fireworks Bidders document
2. Bid Opening Results for RFP 24-08-REC, Annual Independence Day Fireworks Display
3. Island Outdoor Mgmnt. Inc.
4. PYRO SHOWS Proposal - City of Destin 7-4-2025 Bid Request 24-08-REC

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 24-08-REC

INDEPENDENCE DAY FIREWORKS DISPLAY

City of Destin, Florida
October 24, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
FAX (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed bids for its annual Independence Day Fireworks display held annually on July 4th. This will be a full-service contract. The show shall last a minimum of 22 minutes and include an accompanying soundtrack to be broadcast by the City's partner radio station. The successful bidder shall comply with all terms set forth in the contract and the City's agreement with Eglin Air Force Base for the use of USAF property as the launch site. Successful Bidder shall provide the City with proof of current Liability Insurance and Worker's Compensation Coverage. **To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 24-08-REC in the subject line of the email.** Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. BIDS 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 **"RFB 24-08-REC, Destin's Independence Day Firework Display" no later than 2:00pm (CST) NOVEMBER 14, 2024,** at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids, to waive minor defects in the process, to take any other actions and to accept the bid deemed by the City to be in the City's best interest.

Larry Jones
Interim City Manager

REQUEST FOR BIDS NO. 24-08-REC:

I. **PURPOSE**: The City prides itself on providing its residents and visitors with the best Independence Day pyrotechnics celebration on the Emerald Coast. The purpose of this Request for BIDS, (RFB #24-08-REC), is to secure sealed BIDS for the Independence Day Fireworks Display held annually on July 4th with a minimum duration of 22 minutes. The winning submitter will enter into a one-year contract beginning with the July 4th, 2025, fireworks show. The contract will be eligible for up to five (5) annual renewals as submitted when mutually agreed upon by both parties.

II. **SCOPE OF WORK**: The Scope of Work requires the contractor to provide all: fireworks, labor, shipping, setup, cleanup of launching and staging areas, pre and post event security, permitting, insurance, equipment and any other associated items required to provide a professional, safe fireworks show. The Independence Day fireworks show date is July 4th with a rain date of July 5th. The fireworks show will be launched from a site determined by the City. Currently the City has an Agreement in place with the United States Air Force to utilize a section of their land located adjacent to the western jetty of East Pass as the launching site for the Independence Day Fireworks Show. The contractor is responsible for all materials, staffing, licensing, permitting, transportation, storage, site security, fire contingency and application of the work on a continuing contract basis. Along with the proposal package, the vendor shall provide the City of Destin with a list of the brands, size, quantity, cost of each shell, and the country where the shells originated. The successful bidder will be required to have a representative present at the annual Fireworks Safety Coordination meeting held each year approximately 7-10 days in advance of July 4th.

DETAILED PERFORMANCE SPECIFICATIONS

A. This is a one-year continuing services contract beginning in 2025 renewable for five subsequent one-year contracts as submitted in bids for RFB 24-08-REC in the winning proposal if performance meets the City's expectations and both parties agree to the extension. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Bids are to include all costs associated with providing the specified full-service fireworks displays to include but not limited to materials, labor, transportation, shipping, setup, site cleanup, site security, insurance, licensing, permits, equipment and any other associated cost to provide a safe, professional display.

Standard Specifications/Requirements:

1) Minimum Fireworks Show Duration: The July 4th display must be a minimum of 22 minutes.

2) Show must be synchronized to music that will be played through our local radio station. Vendor must provide City with the proposed musical accompaniment at least 8 weeks in advance for content approval and contact radio station determined by City and supply them with all necessary materials to produce a synchronized fireworks display.

3) Must provide transportation to and from the launch site located ½ mile on beach near the West Jetties of East Pass on the USAF Beach Club property. Transportation must be completed in compliance with all terms established in the City's Agreement with the USAF for use of their property for this event.

4) Set-up, execution and Clean-up must meet all specifications established in the USAF/City Agreement for use of their property for this event. This includes but is not limited to staying out of protected areas,

mitigating for protected species nesting in the area and hand cleaning sand dunes and jetties where debris from the show has landed. Removal of all firework debris 2" or greater after the event. Disposing of trash generated by the event off site. Beach sweeping of the launch area will be coordinated by the City if requested to do so by the U.S.A.F.

5) A list of proposed devices to be discharged and their value. Any "low Level" devices (Cakes, Candles, Strobe Pots, Etc.) must be listed separately and described. Items attached to shells, such as comets, are not to be included in total shell counts. All aerial shells are to be listed separately and size quoted in diameter only.

6) At least 10% of shells must be of American origin.

7) Contractor is responsible for securing all permits, permissions, and approvals required based on the designated launch site and coordinating with all local, state and federal agencies/organizations as required.

8) The City realizes that there is a wide range in the cost and quality of display fireworks. Total quantity of shells will not be a major factor in the award of proposal. The City believes that fireworks displays, by their nature, are a professional service and therefore the selection will be made based on subjective terms rather than quantitative. Heavy emphasis will be placed on the reputation of the company, the references supplied and past experiences with the company.

9) Duration Shortfall Penalty: A penalty of $1,000 per minute will be assessed at the City's discretion.

B. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation and a minimum general liability & vehicle insurance policy of five million dollars.

C. Within the parameters of the scope of work, the contractor shall bear responsibility for curing any and all damages to the launch site area and its grounds resulting from the execution of fireworks display.

D. Payment of services will be paid accordance with the City of Destin's purchasing policy.

III. BID REQUIREMENTS: Mandatory documentation for responsive bids.

a. Completed Bid Form including the number of years the firm has done business
b. Completed IRS form W-9 [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
c. References: Provide the contact information for at least of your customers whom you have provided fireworks shows for within the last year, with value equal to or greater than your price quote.
d. Current work commitments and staff available
e. Evidence of all required federal, state and local license, certifications and permits to perform the service.
f. Proof of required D.O.T. 5-million-dollar Vehicle Insurance
g. Proof of eligibility to obtain adequate Liability and Workman's Compensation insurance coverage.
h. List of the brands, size, cost and country of origin for each shell.
i. One original hard copy, Six (6) hard copies and one electronic copy of your bid submission.
j. Completed Drug Free Workplace and Public Entity Crime forms.
k. Anti Human Trafficking Affidavit
l. Contractor must initial each page of RFB 24-08-REC acknowledging all terms as outlined.
m. Security Plan (site specific).
n. Fire Contingency Plan (site specific).

IV. **SUBMITTAL REQUIREMENTS:** Each Bid shall include, in the following order, the **mandatory** information outlined below to be considered responsive. Bids not meeting these requirements may be considered with minor discrepancies.

A. Bid Form. Your completed Bid Form (form contained within this RFB) shall precede all other required documents.

B. Equipment & Personnel. List of equipment and personnel to support the Bidder's ability to adequately complete the work to the satisfaction of the City.

C. References. A list of not less than three (3) references similar both in scope and type of work which your company has successfully completed within the past five (5) years. References shall include contact names, addresses, phone numbers, email addresses and dates of service for each project. The contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must be informed they are being used as a reference and that the City may be contacting them. Do not list persons who are unable to answer specific questions regarding the requirements. Only those Bidders showing acceptable experience in work of this nature will be considered eligible.

D. Licensing. Each Bid shall contain evidence of proper licensing to perform required services in the State of Florida, Okaloosa County, and City of Destin.

E. Public Entity Crime Form. Each Bid shall contain a completed Public Entity Crime Form, a copy of which is attached, 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) f or a period of thirty-six months from the date placed on the convicted vendor list.

F. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

G. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

H. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a Drug-Free Workplace Certification form with the RFB submittal a copy of which is attached.

I. Sealed Submittal Packages. All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on Thursday, **November 14, 2024**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original plus six (6) copies of the Bid and one (1) electronic copy of the Bid shall be submitted in a sealed envelope clearly marked "**RFB 24-08-REC, Destin's Independence Day Firework Display"** and note the time and date of the opening. Regardless of method of delivery, each responder shall be

responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

J. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, **November 14, 2024,** in the City of Destin, City Hall, 4200 Indian Bayou Trail, Destin, Florida. The City's Bid Committee will review all Bids and forward their recommendation to the City Council for award.

K. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-08-REC may be directed to the individuals below:

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
ClerksDepartment@cityofdestin.com

L. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

M. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive and responsible bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

In determining the "most responsive, responsible Bidder," the City shall consider:

- The most advantageous prices contained in the bid.
- The ability, capacity and skill of the Bidder to perform the contract or provide the service required.
- Whether the Bidder can perform the contract or provide quality service promptly or within the time specified, without delay or interference for the categories stated on the bid form.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contract of services, including, but not limited to, City contracts.
- The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- The sufficiency of the financial resources and ability of the Bidder to perform the contract or

provide the service.

- The number and scope of conditions attached to the bid.
- The overall cost to the City.
- The best interests of the City.

N. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

O. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

P. Insurance. Provide proof of the Proposer's ability to maintain the required minimum insurance amount of $5,000,000 for Auto liability (including bodily injury and property damage).

Provide Comprehensive General Liability: Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive General Liability Policy filed by the Insurance Services Office and must include:

1. Minimum limits of $1,000,000 per occurrence and $5,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability
2. Premises and Completed Operations
3. Independent Collectors and Contractors
4. Contractual Coverage applicable to this specific contract including any hold harmless and indemnification agreement.
5. Additional Insured - The City and the U.S.A.F. shall be specifically included as additionally insured.

Provide Workers Compensation And Employer's Liability:

1. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; \
2. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
3. The Contractor, and its insurance carrier, waives all subrogation rights against the City of Destin, its officials, employees and volunteers for all losses or damages which occur during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Insurance Certificate Requirements

a. The Contractor/Vendor shall provide a Certificate of Insurance to the City within thirty (30) days of the contract's execution. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
b. The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
c. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is

renewed) or prior.

d. The Agreement, Contract, Event Dates, Bid number or other identifying reference must be listed on the certificate.

Q. Other Documentation. Any other documentation requested by the City within this RFB.

R. Public Records. Contractor shall comply with Florida Public Records Laws, specifically to:

Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

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.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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.

S. No Contact Clause. All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin, City Council, City Manager, or City of Destin staff member other than the authorized City contact person identified in this Solicitation, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

Any questions relative to any item or portion(s) of this solicitation should be directed to City Clerk's Office at 850-837-4242. Office Hours: MONDAY–FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at clerk@cityofdestin.com

BID FORM: RFB 24-08-REC

THIS BID SUBMITTED BY: (PLEASE TYPE or PRINT ALL INFORMATION)

Authorized Representative's Name and Initials	NAME		INITIALS
Authorized Representative's Title			
Company Name			
Primary Address			
City, State, Zip Code	CITY	STATE	ZIP CODE
Telephone & Fax Numbers	TELEPHONE	FAX	
Email Address			
Number of Years In Business		Web Site Address:	

Please Enter Your All-Inclusive Bid	**LUMP SUM BID**
PYROTECHNICS DISPLAY: INCLUDING ALL COSTS REQUIRED TO PRODUCE A SHOW OF THIS NATURE TO INCLUDE, BUT NOT BE LIMITED TO: TRANSPORTATION, SET-UP, SECURITY, FIRING AND REMOVAL OF ALL SUPPLIES, MATERIALS, DEBRIS AND TRASH FROM THE LAUNCH SITE AND SURROUNDING AREAS.	$

In accordance with your Request for BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the City of Destin, Florida as a continuing services provider, to furnish any items or service requested herein RFB 24-08-REC and deliver same without additional cost to the City of Destin.

The undersigned further declares that he/she has carefully examined the specifications of RFB 24-08-REC and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.

_____ _____ _____

BIDDER'S INITIAL HERE: _____

Authorized Signature & Certification Date Printed Name & Title

END OF BID FORM

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 for:

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 contende.

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 n 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.)

_____ _____
Authorized 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_____, 20_____, and is personally known to me, or has provided __as identification. Notary Public My Commission expires:

ATTACHMENT #2

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.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

ATTACHMENT #3

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;
b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
e. Causing or threatening to cause financial harm to any person;
f. Enticing or luring any person by fraud or deceit; or
g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

RFB 24-08-REC – Destin's Independence Day Fireworks Display

November 14, 2024 – 2:00 PM

BIDDERS:	Base Bid
1) PYRO SHOWS	$34,000
2) ISLAND OUTDOOR MANAGEMENT INC	$26,000
3)	
4)	
5)	
6)	
7)	

Present at the bid opening:

Rey Bailey	City Clerk

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Island Outdoor Management INC.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

øßpplies to accounts maintained outside the Ë.S.÷

5 Address (number, street, and apt. or suite no.) See instructions.

805 Arthur Moore Dr.

Î» ¯ «»-¬»®□- ²¿³» ¿²¼ ¿¼¼®»-- ø±°¬·±²¿´÷

6 City, state, and ZIP code

Green Cove Springs, Florida 32043

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			□		□				

or

Employer identification number

8	2	□	4	6	7	0	6	0	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► *Ryan Allen President* Date ► 06/25/2024

General Instructions

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

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

Purpose of Form

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

• Ú±³ ïðççóÒÎ ø·²¬»®»-¬ »¿®²¼ ±® °¿·¼÷

• Ú±³ ïðççóÜÝÊ ø¼¿·´§-» ®±³ -¬±½µ- ±® ³«¬«¿´ funds)

• Ú±³ ïðççóÓÎÝ ø²¿®·±«- ¬§°»- ±º ·²½±³»ô °®¦»-ô ¿©¿®¼-ô ±® ¹®±-- proceeds)

• Ú±³ ïðççóÞ ø-¬±½µ ±® ³«¬«¿´ º«²¼ -¿´»- ¿²¼ ½®»¬¿·² ±¬¸»® transactions by brokers)

• Ú±³ ïðççóÍ ø°®±½»»¼- ®±³ ®»¿´ »-¬¿¬» ¬®¿²-¿½¬·±²-÷

• Ú±³ ïðççóÕ ø³»®½¸¿²¬ ½²¬®¿½¬ ¿²¼ ¬¸®§ ²»©±®®µ ¬®¿²-¿½¬·±²-÷

• Ú±³ ïðçè ¸±³» ³±®¬¿¹» ·²¬»®»-¬-÷ ïðçèóÛ ø-«¼¼»²¬ ´±¿² ·²»®»-¬-ô 1098-T (tuition)

• Ú±³ ïðççóÝ ø½¿²½»´´» ¼¼ô

• Ú±³ ïðççóß ø¿½¯«·-·¬·±² ±® ¿¾²¿³» ±º -»½«®·¬§ °®±»®§÷

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to ®»¯«»-¬ §±«® Ì»Ò§ §±« ³«-¬ «-» ¬¸» ®»¯«»-¬»®□- º±³ .º it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• ß² .²¼·ª¼«¿´´ ©¸± ·- ¿ Ë»Í½·¬·»² ±® Ë»Í»®-·¼»²¬ ¿´·»²å

• ß °¿®¬²»®-¸·°ô ½±®°±®¿¬·±²ô ¾±³°¿²§ ±® ¿--±½·¿¬·±² ½®»¿¬»¼ ±® organized in the United States or under the laws of the United States;

• ß² »¬¿» ø±¬¸»® ¬¸¿² ¿² º±®»·¹² »¬¿»÷å ±®

• ß ¼±³»¬·½ ¬®«-¬ ø¿- ¼»º·²»¼ ·² Ì»¹«´¿¬·±²- -»½¬·±² íðï¹éêðï¹é

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding ¬¿¨ «²¼»® -»½¬·±² ïîìê ±² ¿§ º±®»·¹² °¿®¬²»®-□ -¸¿® ±º »ºº»½¬·ª¸ connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• ×² ¬¸» ½¿-» ±º ¿ ¼·®»¹¿®¼»¼ »²¬·¬§ ©·¬¸ ¿ Ë»Í ±©²»®ô ¬¸» Ë»Í ±©²»® of the disregarded entity and not the entity;

• ×² ¬¸» ½¿-» ±º ¿ ¹®¿²¬±® ¬®«-¬ ©·¬¸ ¿ Ë»Í ¹®¿²¬±® ±® ±¬¸»® Ë»Í ±©²»®ô generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• ×² ¬¸» ½¿-» ±º ¿ Ë»Í ¬®«-¬ ø±¬¸»® ¬¸¿² ¿ ¹®¿²¬±® ¬®«-¬÷ô ¬¸» Ë»Í ¬®«-¬ (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a □-¿ª·²¹ ½´¿«-»ò□ Û¨½»°¬·±²- specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such °¿§»²¬-ò Ì¸·- ·- ½¿´´»¼ ¾«¸© ©·¬¸±´¼·²ò□ Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your ¾«-·²»--ô ¬®¿¼»ô ±® □¼±·²¹ ¾«-·²»-- ¿-□ øÜÞß÷ ²¿³» ±²´·²» Ì⇑

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a □¼·®»¹¿®¼»¼ »²¬·±²- -»½¬·±² ÍðÏÙééðÏÓÎ⇑½⇑Ì÷⇑···⇑ Û²¬»® the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity ²¿³»⇑ ×º ¬¸» ±©²»® ±º ¬¸» ¼·®»¹¿®¼»¼ »²¬·§ ·- ¿ º®»·²¹ °»®-±²ô ¬¸» owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Ý±®°±®¿¬·±²	Corporation
• ×²¼¸·³»¼ ¿´ °®±°®·»¬±®-¸·°ô ±® • Í±´» °®±°®·»¬±®-¸·° ´´Ý ©·¬¸ ±²´§ ±²» ±©²»® -¸±´¼·²¹ ¬¸¿¬ ·- ²±¬ ¼·-®»¹¿®¼»¼ º±® º»¼»®¿´ ¬¿¨ °«®°±-»-ô	Individual/sole proprietor or single-member LLC
• ÔÔÝ ¬®»¿¬»¼ ¿- ¿ °¿®¬²»®-¸·° º±® U.S. federal tax purposes, • ÔÔÝ ¬¸¿¬ ¸¿- º·´»¼ Ú±®³ èèîî ±® 2553 to be taxed as a corporation, or • ÔÔÝ ¬¸¿¬ ·- ¼·-®»¹¿®¼»¼ ¿- ¿² entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Ð¿®¬²»®-¸·°	Partnership
• Ì®«-¬»Ñ-¬¿¬»	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Ù»²»®¿´ §ô ·²¼·ª·¼«¿´- ⇑·²½«¼·²¹ -±´» °®±°®·»¬±®-÷ ¿®» ²±¬ »¨»³°¬·±³ backup withholding.

• Û¨½»°¬ ¿- °®±ª·¼»® ¾»¬©»»² ½·¬·¦»²- ¿®» »¨»³°¬·±³ ¾¿½µ«° withholding for certain payments, including interest and dividends.

• Ý±®°±®¿¬·±²- ¿®» ²±¬ »¨»³°¬·±³ ¾¿½µ«° ©·¬¸¸±´¼·²¹ º®±³ °¿§³»²- made in settlement of payment card or third party network transactions.

• Ý±®°±®¿¬·±²- ¿®» ²±¬ »¨»³°¬·±³ ¾¿½µ«° ©·¬¸¸±´¼·²¹ ©·¬¸ ®»-°»½¬ ¬± ¿¬¬±®²§-□ º»»- ±® ¹®±-- °®±½»»¼- °¿·¼ ¬± ¿¬¬±®²»§-ô ¿¼ ½µ±®°±®¿¬·±²- that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

ï□ß² ±⇑¹¿²¦¬·²» »¨»³°¬·±³ ¬¿¨ «²¼»® -»½¬·±² ëðïø¿÷ô ¿²§ ÍÌß⇑ ±® a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

î□Ì¸» Ë²·¬»¼ Í¬¿¬»- ±® ¿²§ ±º ·¬- ¿¹»²½·»- ±® ·²-¬®«³»²¿´¸·- í□ß -¬¿¬»ô ¸¸ Ü·-¬®·½¬ ±º Ý±´«³¾·¿ô ¿ Ë⇑Ì⇑ ½±³³·±²»®©¿´¸ ±® possession, or any of their political subdivisions or instrumentalities

ì□ß º±®»·²¹ ¹±⇑²¿³»¼»® ¿²§ ±º ·¬- °±´·¬·½¿´ -«¾¼·ª·-·-ô ¿¹»²½·»-ô or instrumentalities

ë□ß ½±®°±®¿¬·±²

ê□ß ¼»´¿©¿®» ·² -»½«®·¬·- ±® ⇑±³³±⇑»®- ®»¯«·®»¼ ¬± ®»¹·-¬»® ·² ¬¸» United States, the District of Columbia, or a U.S. commonwealth or possession

é□ß º««®»- ⇑³³--·±² ³»⇑¸¿ ®»¹·-¬»®»¼ ©·¬¸ Ý±³³±⇑§ Futures Trading Commission

è□ß ®»¿´ »-¬¿¬» ·²³»-¬³»²¬-¬®«-¬

ç□ß² »²¬·¬§ ®»¹·-¬»®»¼ ¿ ¿´´·³·-¬»¼ ¬¿¨ §»¿® «²¼»® ¬¸» Investment Company Act of 1940

ïð□ß ⇑³³⇑² ¬®«-¬ º«²¼ ±»®»¿¬»¼ ¾§ ¿ ¾¿²µ «²¼»® -»½¬·±² ëèÌ⇓¿÷

ïï□ß º·²¿²½·¿´ ·²-¬·¬«¬·±²

ïî□ß ³·¼¼´»³»² ¿³¿² µ²±©² ·² ¬¸» ·²³»-¬³»²¬ ⇑³³«²-§ ¿- ¿ ²±³·²»» ±® custodian

ïí□ß ¬®«-¬ »¨»³°¬·±³ ¬¿¨ «²¼»® -»½¬·±² êêì ±® ¼»½·³¿» ·² -»½¬·±² 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup ©·¬¸¸±´¼·²¹♯ ³»¼½¿´ ¿²¼ ¸»¿´¬¸ ½¿®» °¿§³»²-ô ¿¬¬±®²»§-□ º»»-ô ¹®±--proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is ²±¬ ®»¨«·®»¼ ¾§ °®±ª·¼·²¹ §±« ©·¬¸ ¿ ¼±³ÉÓç ©·¬¸ □Ò±¬ ß°°´·½¿¾´»□ ø±® any similar indication) written or printed on the line for a FATCA exemption code.

ß□ß² ±®¹¿²¦¿¬·±² »¨»³°¬ ¬¿¨ «¼¼»® -»½¬·±² ëðï¿÷ ±® ¿²§ individual retirement plan as defined in section 7701(a)(37)

Þ□Ì¸» Ë²·¬»¼ Í¬¿¬»- ±® ¿²§ ±º ·¬- ¿¹»²½·»- ±® ·²-®«³»²¬¿¨·»- that is wholly owned by the United States or any of its political subdivisions or instrumentalities

Ý□ß -¬¿¬»ô ¬¸» Ü·-¬®·½¬ ±º Ý±´«³¾·¿ ¿ Ëô͡ô ±® possession, or any of their political subdivisions or instrumentalities

Ü□ß ½±®°±®¿¬·±² ¬¸» -¬±½µ ±º ©¸·½¸ ·- ®»¹«´¿®´§ ¬®¿¼»¼ ±² ±» more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

Û□ß ½±®°±®¿¬·±² ¬¸¿¬ ·- ¿ ³»³¾»® ±º ¬¸» -¿³» »¨°¿²¼»¼ ¿ºº·´·¿¬»¬¸ group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

Ú□ß ¼»¿´»® ·² -»½«®·¬·»- ô͡³»³¾»®¸·°- ±® ¼»¿¬¸ ¾»²»º·½·¿®·»- ô ¿²¼ instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

Ù□ß ®»¿´ »¬¿¬» ·²ª»-¬³»²¬ ¬®«-¬

Ø□ß ®»¹«´¿¬»¼ ·²ª»-¬³»²¬ ½±³°¿²§ ¿- ¼»º·²»¼ ·² -»½¬·±² èëï ±® ¿² entity registered at all times during the tax year under the Investment Company Act of 1940

×□ß ±³½²¬ ¬®«-¬ º«²¼ ¿- ¼»º·²»¼ ·² -»½¬·±² ëèì¿÷ Ö□ß

¾¿²µ ¿- ¼»º·²»¼ ·² -»½¬·±² ëèï

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Ô□ß ¬®«-¬ »¨»³°¬ ±® ¬¿¨ «¼¼»® -»½¬·±² êêì ±® ¼»¬»®³·²¼ ·² -»½¬·±² 4947(a)(1)

Ó□ß ¬¿¨ »¨»³°¬ ¬®«-¬ «¼¼»® ¿ -»½¬·±² ì ðíí¾ °´¿² ±® -»½¬·±² ìëé¡÷ plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity -»°¿®¿¬» º±³ ·¬- ±©²»®ô »²¬»® ¬¸» ±©²»®»- ÍÍÒ ø±® Û×ÒÒ ·º ¬¸» ±©²»®» ¸¿-±²»÷ô Ü± ²¬ »²¬»® ¬¸» ¼·-®»¹¿®¼»¼ »²¬·¬§ Û×Ò ×º ¬¸» ÔÔÝ ·- ½¿½-·²¿ ¿- ¿ ½±®°±®¿¬·±² ±® °¿®¬²»®-¸·° »²¬»® »²¬·¬§ Û×Ò

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply º±® ¿ Ì¸Ô ¿²¼ ©®·¬» □ß°°´·»¼ Ú±®□ ·² ¬¸» -°¿½» º±® ¬¸» Ì¸Ô-·²¹ ¿²¼ ¼»¬»®³·²» the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Û²¬®·®®·½ □ß°°´·»¼ Ú±®□ ³»¿²- ¬¿¿ §±« ¸¿ª» ¿´®»¿¼§ applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other °¿§³»²¬-□ ·²½´«¼» payments made in the course of the ®»¯«»-¬»®□- ¬®¿¼» ±® ¾¼«-·²»-- º±® rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor [2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity [4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. ×º ±²´§ ±²» °»®-±² ±² ¿ ¶±·²¬ ¿½½±«²¬ ¸¿- ¿² ÍÍÎ ¬¸¿¬ °»®-±²'- ²«³¾»® must be furnished.

[2] Ý·®½´» ¬¸» ³²±®·¬§ ±© ¿³» ¿¼¼®»··¸ ¬¸» ³²±®·¬§ ±© ÍÍÎ

[3] You must show your individual name and you may also enter your ¾¼«-·²»-- ±® ÜÞß ²¿³» ±² ¬¸» □Þ«-·²»-- ²¿³»¬¸»®»¼ »²¬·¬§§ name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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- Û²-«® §±«® »³º´±§»·· °®±¬»½¬·±² §±«® ÍÍÎ ¿¼¼

- Þ» ½¿®»º«´ ©¸»² ½¸±±-·² ¿ ¬¿¨ °®»º¿®»®ò

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10-31-2024

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

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

PRODUCER

PROFESSIONAL PROGRAM INSURANCE BROKERAGE
DIVISION OF SPG INSURANCE SOLUTIONS, LLC
1304 SOUTHPOINT BLVD., #101
PETALUMA CA, 94954

CONTACT NAME:
PHONE (A/C, No, Ext): 415-475-4300 **FAX (A/C, No):** 415-475-4304
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Island Outdoor Management Inc. DBA: Wholesale Fireworks Direct
DBA: North Florida Pyrotechnics
805 Arthur Moore Drive
Green Cove Springs, FL 32043

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC	X		PY/24-0136	06/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ $ $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

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

Certificate holder is named as additional insured as respects the above captioned policy. Limits represent coverage for 1.3G (Class B) and 1.4G (Class C) products that will be stored at 3830 County Road 315A Green Cove Springs, Florida 32043.

CERTIFICATE HOLDER

Dale Peeples
3830 County Road 315 A
Green Cove Springs FL 32043

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Susan Etter

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: PY/24-0136 **PYROTECHNIC LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the “Insurer” or the “Underwriters”

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured**.

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured’s written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured’s** operations in accordance with the written contract.

Additional Insured:
Dale Peeples 3830 County Road 315 A Green Cove Springs FL 32043

All other terms, exclusions and conditions of this Policy remain unchanged.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**1-FL-019-51-6E-01190**
Chief, Federal Explosives Licensing Center (FELC)	Marna Howard	Expiration Date	**May 1, 2026**

Name
ISLAND OUTDOOR MANAGEMENT INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
805 ARTHUR MOORE DR
GREEN COVE SPRINGS, FL 32043-

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ISLAND OUTDOOR MANAGEMENT INC
805 ARTHUR MOORE DR
GREEN COVE SPRINGS, FL 32043-

Licensee/Permittee Responsible Person Signature _____ Position/Title _____

Printed Name _____ Date _____

Previous Edition is Obsolete ISLAND OUTDOOR MANAGEMENT INC:805 ARTHUR MOORE DR:32043:1-FL-019-51-6E-01190:May 1, 2026:51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ISLAND OUTDOOR MANAGEMENT INC**

Business Name:

License/Permit Number: **1-FL-019-51-6E-01190**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **May 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.


Okaloosa Island
Grass Flats
USCG Station Destin
East Pass
Destin
Officers Club Beach
Access
Eglin Beach Park
Destin-West Jetty
Eglin AFB Beach Parkour i- North Side
Measure
Click points on the map to measure distances and area
Length
62 ft
Save to project
Fallout Zone Patrolled by Law Enforcement
Cone off Beach Access
Layers
Clear search results
3D
Google
100%
Data attribution
500 m
Camera: 3,057 m
30°23'36"N 86°31'43"W -2 m

North Florida Pyrotechnics Resume and Event References

City Of Green Cove Springs, Florida- Riverfest 2020-2024

Kim Thomas (904) 297-7054

City Of Green Cove Springs Florida, 150th Anniversary

Kim Thomas (904) 297-7054

City Of Palatka Florida- Blue Crab Festival 2020-2024

Eddie Cutwright -386-983-1254

City Of Palatka Florida July 4th Celebration 2024

Eddie Cutwright 386-983-1254

City Of Haines City Florida July 4th. Celebration 2024

Terrell Griffin 863-632-9498

Scottish Highland Games- 2023,2024

Audi Gibson 904-613-5824

Nocatee Florida July 4th Celebration 2019-2024

Russ Ritenour- 571-447-6415

Jacksonville Sharks Football David Gleason-904-742-8517

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 24-08-REC

INDEPENDENCE DAY FIREWORKS DISPLAY

City of Destin, Florida
October 24, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
FAX (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

BIDDER'S INITIAL HERE: _____

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed bids for its annual Independence Day Fireworks display held annually on July 4th. This will be a full-service contract. The show shall last a minimum of 22 minutes and include an accompanying soundtrack to be broadcast by the City's partner radio station. The successful bidder shall comply with all terms set forth in the contract and the City's agreement with Eglin Air Force Base for the use of USAF property as the launch site. Successful Bidder shall provide the City with proof of current Liability Insurance and Worker's Compensation Coverage. **To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 24-08-REC in the subject line of the email.** Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. BIDS 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 **"RFB 24-08-REC, Destin's Independence Day Firework Display" no later than 2:00pm (CST) NOVEMBER 14, 2024,** at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids, to waive minor defects in the process, to take any other actions and to accept the bid deemed by the City to be in the City's best interest.

Larry Jones
Interim City Manager

REQUEST FOR BIDS NO. 24-08-REC:

I. **PURPOSE**: The City prides itself on providing its residents and visitors with the best Independence Day pyrotechnics celebration on the Emerald Coast. The purpose of this Request for BIDS, (RFB #24-08-REC), is to secure sealed BIDS for the Independence Day Fireworks Display held annually on July 4th with a minimum duration of 22 minutes. The winning submitter will enter into a one-year contract beginning with the July 4th, 2025, fireworks show. The contract will be eligible for up to five (5) annual renewals as submitted when mutually agreed upon by both parties.

II. **SCOPE OF WORK**: The Scope of Work requires the contractor to provide all: fireworks, labor, shipping, setup, cleanup of launching and staging areas, pre and post event security, permitting, insurance, equipment and any other associated items required to provide a professional, safe fireworks show. The Independence Day fireworks show date is July 4th with a rain date of July 5th. The fireworks show will be launched from a site determined by the City. Currently the City has an Agreement in place with the United States Air Force to utilize a section of their land located adjacent to the western jetty of East Pass as the launching site for the Independence Day Fireworks Show. The contractor is responsible for all materials, staffing, licensing, permitting, transportation, storage, site security, fire contingency and application of the work on a continuing contract basis. Along with the proposal package, the vendor shall provide the City of Destin with a list of the brands, size, quantity, cost of each shell, and the country where the shells originated. The successful bidder will be required to have a representative present at the annual Fireworks Safety Coordination meeting held each year approximately 7-10 days in advance of July 4th.

DETAILED PERFORMANCE SPECIFICATIONS

A. This is a one-year continuing services contract beginning in 2025 renewable for five subsequent one-year contracts as submitted in bids for RFB 24-08-REC in the winning proposal if performance meets the City's expectations and both parties agree to the extension. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Bids are to include all costs associated with providing the specified full-service fireworks displays to include but not limited to materials, labor, transportation, shipping, setup, site cleanup, site security, insurance, licensing, permits, equipment and any other associated cost to provide a safe, professional display.

Standard Specifications/Requirements:

1) Minimum Fireworks Show Duration: The July 4th display must be a minimum of 22 minutes.

2) Show must be synchronized to music that will be played through our local radio station. Vendor must provide City with the proposed musical accompaniment at least 8 weeks in advance for content approval and contact radio station determined by City and supply them with all necessary materials to produce a synchronized fireworks display.

3) Must provide transportation to and from the launch site located ½ mile on beach near the West Jetties of East Pass on the USAF Beach Club property. Transportation must be completed in compliance with all terms established in the City's Agreement with the USAF for use of their property for this event.

4) Set-up, execution and Clean-up must meet all specifications established in the USAF/City Agreement for use of their property for this event. This includes but is not limited to staying out of protected areas,

mitigating for protected species nesting in the area and hand cleaning sand dunes and jetties where debris from the show has landed. Removal of all firework debris 2" or greater after the event. Disposing of trash generated by the event off site. Beach sweeping of the launch area will be coordinated by the City if requested to do so by the U.S.A.F.

5) A list of proposed devices to be discharged and their value. Any "low Level" devices (Cakes, Candles, Strobe Pots, Etc.) must be listed separately and described. Items attached to shells, such as comets, are not to be included in total shell counts. All aerial shells are to be listed separately and size quoted in diameter only.

6) At least 10% of shells must be of American origin.

7) Contractor is responsible for securing all permits, permissions, and approvals required based on the designated launch site and coordinating with all local, state and federal agencies/organizations as required.

8) The City realizes that there is a wide range in the cost and quality of display fireworks. Total quantity of shells will not be a major factor in the award of proposal. The City believes that fireworks displays, by their nature, are a professional service and therefore the selection will be made based on subjective terms rather than quantitative. Heavy emphasis will be placed on the reputation of the company, the references supplied and past experiences with the company.

9) Duration Shortfall Penalty: A penalty of $1,000 per minute will be assessed at the City's discretion.

B. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation and a minimum general liability & vehicle insurance policy of five million dollars.

C. Within the parameters of the scope of work, the contractor shall bear responsibility for curing any and all damages to the launch site area and its grounds resulting from the execution of fireworks display.

D. Payment of services will be paid accordance with the City of Destin's purchasing policy.

III. BID REQUIREMENTS: Mandatory documentation for responsive bids.

a. Completed Bid Form including the number of years the firm has done business
b. Completed IRS form W-9 [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
c. References: Provide the contact information for at least of your customers whom you have provided fireworks shows for within the last year, with value equal to or greater than your price quote.
d. Current work commitments and staff available
e. Evidence of all required federal, state and local license, certifications and permits to perform the service.
f. Proof of required D.O.T. 5-million-dollar Vehicle Insurance
g. Proof of eligibility to obtain adequate Liability and Workman's Compensation insurance coverage.
h. List of the brands, size, cost and country of origin for each shell.
i. One original hard copy, Six (6) hard copies and one electronic copy of your bid submission.
j. Completed Drug Free Workplace and Public Entity Crime forms.
k. Anti Human Trafficking Affidavit
l. Contractor must initial each page of RFB 24-08-REC acknowledging all terms as outlined.
m. Security Plan (site specific).
n. Fire Contingency Plan (site specific).



IV. **SUBMITTAL REQUIREMENTS:** Each Bid shall include, in the following order, the **mandatory** information outlined below to be considered responsive. Bids not meeting these requirements may be considered with minor discrepancies.

A. Bid Form. Your completed Bid Form (form contained within this RFB) shall precede all other required documents.

B. Equipment & Personnel. List of equipment and personnel to support the Bidder's ability to adequately complete the work to the satisfaction of the City.

C. References. A list of not less than three (3) references similar both in scope and type of work which your company has successfully completed within the past five (5) years. References shall include contact names, addresses, phone numbers, email addresses and dates of service for each project. The contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must be informed they are being used as a reference and that the City may be contacting them. Do not list persons who are unable to answer specific questions regarding the requirements. Only those Bidders showing acceptable experience in work of this nature will be considered eligible.

D. Licensing. Each Bid shall contain evidence of proper licensing to perform required services in the State of Florida, Okaloosa County, and City of Destin.

E. Public Entity Crime Form. Each Bid shall contain a completed Public Entity Crime Form, a copy of which is attached, 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) f or a period of thirty-six months from the date placed on the convicted vendor list.

F. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

G. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

H. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a Drug-Free Workplace Certification form with the RFB submittal a copy of which is attached.

I. Sealed Submittal Packages. All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on Thursday, **November 14, 2024**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original plus six (6) copies of the Bid and one (1) electronic copy of the Bid shall be submitted in a sealed envelope clearly marked "**RFB 24-08-REC, Destin's Independence Day Firework Display"** and note the time and date of the opening. Regardless of method of delivery, each responder shall be

responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

J. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, **November 14, 2024,** in the City of Destin, City Hall, 4200 Indian Bayou Trail, Destin, Florida. The City's Bid Committee will review all Bids and forward their recommendation to the City Council for award.

K. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-08-REC may be directed to the individuals below:

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
ClerksDepartment@cityofdestin.com

L. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

M. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive and responsible bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

In determining the "most responsive, responsible Bidder," the City shall consider:

- The most advantageous prices contained in the bid.
- The ability, capacity and skill of the Bidder to perform the contract or provide the service required.
- Whether the Bidder can perform the contract or provide quality service promptly or within the time specified, without delay or interference for the categories stated on the bid form.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contract of services, including, but not limited to, City contracts.
- The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- The sufficiency of the financial resources and ability of the Bidder to perform the contract or

provide the service.

- The number and scope of conditions attached to the bid.
- The overall cost to the City.
- The best interests of the City.

N. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

O. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

P. Insurance. Provide proof of the Proposer's ability to maintain the required minimum insurance amount of $5,000,000 for Auto liability (including bodily injury and property damage).

Provide Comprehensive General Liability: Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive General Liability Policy filed by the Insurance Services Office and must include:

1. Minimum limits of $1,000,000 per occurrence and $5,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability
2. Premises and Completed Operations
3. Independent Collectors and Contractors
4. Contractual Coverage applicable to this specific contract including any hold harmless and indemnification agreement.
5. Additional Insured - The City and the U.S.A.F. shall be specifically included as additionally insured.

Provide Workers Compensation And Employer's Liability:

1. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; \
2. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
3. The Contractor, and its insurance carrier, waives all subrogation rights against the City of Destin, its officials, employees and volunteers for all losses or damages which occur during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Insurance Certificate Requirements

a. The Contractor/Vendor shall provide a Certificate of Insurance to the City within thirty (30) days of the contract's execution. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
b. The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
c. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is

renewed) or prior.

d. The Agreement, Contract, Event Dates, Bid number or other identifying reference must be listed on the certificate.

Q. Other Documentation. Any other documentation requested by the City within this RFB.

R. Public Records. Contractor shall comply with Florida Public Records Laws, specifically to:

Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

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.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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.

S. No Contact Clause. All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin, City Council, City Manager, or City of Destin staff member other than the authorized City contact person identified in this Solicitation, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

Any questions relative to any item or portion(s) of this solicitation should be directed to City Clerk's Office at 850-837-4242. Office Hours: MONDAY–FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at clerk@cityofdestin.com

BID FORM: RFB 24-08-REC

THIS BID SUBMITTED BY: (PLEASE TYPE or PRINT ALL INFORMATION)

Authorized Representative's Name and Initials	NAME .Ryan Allen		INITIALS RA
Authorized Representative's Title	President		
Company Name	Island Outdoor Management INC. DBA North Florida Pyrotechnics		
Primary Address	805 Arthur Moore Dr.		
City, State, Zip Code	CITY Green Cove Springs	STATE Florida	ZIP CODE 32043
Telephone & Fax Numbers	TELEPHONE 904-333-6622	FAX	
Email Address	info@NFpyro.com		
Number of Years In Business	6	Web Site Address:	NFpyro.com

Please Enter Your All-Inclusive Bid	**LUMP SUM BID**
PYROTECHNICS DISPLAY: INCLUDING ALL COSTS REQUIRED TO PRODUCE A SHOW OF THIS NATURE TO INCLUDE, BUT NOT BE LIMITED TO: TRANSPORTATION, SET-UP, SECURITY, FIRING AND REMOVAL OF ALL SUPPLIES, MATERIALS, DEBRIS AND TRASH FROM THE LAUNCH SITE AND SURROUNDING AREAS.	$ 26000.00

In accordance with your Request for BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the City of Destin, Florida as a continuing services provider, to furnish any items or service requested herein RFB 24-08-REC and deliver same without additional cost to the City of Destin.

The undersigned further declares that he/she has carefully examined the specifications of RFB 24-08-REC and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.

BIDDER'S INITIAL HERE: _____

Authorized Signature & Certification Date Printed Name & Title

END OF BID FORM

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 for:

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 contende.

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 n 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.)

_____ _____
Authorized 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_____, 20_____, and is personally known to me, or has provided __as identification. Notary Public My Commission expires:

ATTACHMENT #2

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.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

BIDDER'S INITIAL HERE: _____

ATTACHMENT #3

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;
b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
e. Causing or threatening to cause financial harm to any person;
f. Enticing or luring any person by fraud or deceit; or
g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

BIDDER'S INITIAL HERE: _____

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7 4 Assorted Delay Chain w/tail 2nd. Row Center
7 4 Assorted Delay Chain w/tail 2nd..Row Angled Right
8 4 Assorted Delay Chain w/tail 2nd..Row Angled Left
8 4 Assorted Delay Chain w/tail 2nd.. Row Center
8 4 Assorted Delay Chain w/tail 2nd..Row Angled Right
9 4 Assorted Delay Chain w/tail 2nd..Row Angled Left
9 4 Assorted Delay Chain w/tail 2nd.. Row Center
9 4 Assorted Delay Chain w/tail 2nd..Row Angled Right
10 4 Assorted Delay Chain w/tail 2nd.Row Angled Left
10 4 Assorted Delay Chain w/tail 2nd. Row Center
10 4 Assorted Delay Chain w/tail 2nd..Row Angled Right
11 4 Assorted Delay Chain w/tail 2nd..Row Left
11 4 Assorted Delay Chain w/tail 2nd..Row Angled Center
11 4 Assorted Delay Chain w/tail 2nd..Row Angled Right
12 4 Assorted Delay Chain w/tail 2nd.. Row Left
12 4 Assorted Delay Chain w/tail 2nd.. Row Center
12 4 Assorted Delay Chain w/tail 2nd.. Row Right
13 4 Assorted Delay Chain w/tail 2nd.. Row Left
13 4 Assorted Delay Chain w/tail 2nd.. Row Center
13 4 Assorted Delay Chain w/tail 2nd.. Row Right
14 4 Assorted Delay Chain w/tail 2nd.. Row Left
14 4 Assorted Delay Chain w/tail 2nd. Row Center
14 4 Assorted Delay Chain w/tail 2nd.. Row Right
16 4 Assorted Delay Chain w/tail 2nd.. Row Center
15 4 Assorted Delay Chain w/tail 2nd.. Row Left
15 4 Assorted Delay Chain w/tail 2nd.. Row Center
15 4 Assorted Delay Chain w/tail 2nd.. Row Right
16 4 Assorted Delay Chain w/tail 2nd.. Row Left
16 4 Assorted Delay Chain w/tail 2nd.. Row Right
1 3 Brocade Crown Willow Finale Chain 3rd..Row Angled Right
1 3 Brocade Crown Willow Finale Chain 3rd..Row Center
1 3 Brocade Crown Willow Finale Chain 3rd..Row Angled Left
2 3 Brocade Crown Willow Finale Chain 3rd..Row Angled Right
2 3 Brocade Crown Willow Finale Chain 3rd..Row Center

2 3 Brocade Crown Willow Finale Chain 3rd..Angled Left
3 3 Brocade Crown Willow Finale Chain 3rd..Angled Right
3 3 Brocade Crown Willow Finale Chain 3rd..Row Angled Center
3 3 Brocade Crown Willow Finale Chain 3rd..Row Left
4 3 Brocade Crown Willow Finale Chain 3rd..Angled Right
4 3 Brocade Crown Willow Finale Chain 3rd.Row Angled Center
4 3 Brocade Crown Willow Finale Chain 3rd..Row Left
5 3 Brocade Crown Willow Finale Chain 3rd..Angled Right
5 3 Brocade Crown Willow Finale Chain 3rd..Row Angled Center
5 3 Brocade Crown Willow Finale Chain 3rd.Row Left
6 3 Brocade Crown Willow Finale Chain 3rd..Angled Right
6 3 Brocade Crown Willow Finale Chain 3rd..Row Center
6 3 Brocade Crown Willow Finale Chain 3rd..Row Angled Left
7 3 Brocade Crown Willow Finale Chain 3rd..Row Angled Right
7 3 Brocade Crown Willow Finale Chain 3rd..Row Center
7 3 Brocade Crown Willow Finale Chain 3rd..Angled Left
1 3 Salute Chain W/ Tail 4th.Row Left Position (Straight Up)
2 3 Salute Chain W/ Tail 4th.Row Left Position (Straight Up)
3 3 Salute Chain W/ Tail 4th.Row Left Position (Straight Up)
4 3 Salute Chain W/ Tail 4th.Row Center Position (Straight Up)
5 3 Salute Chain W/ Tail 4th.Row Center Position (Straight Up)
6 3 Salute Chain W/ TailÂ 4th..Row Center Position (Straight Up)
7 3 Salute Chain W/ Tail 4th.Row Center Position (Straight Up)
8 3 Salute Chain W/ Tail 4th.Row Center Position (Straight Up)
9 3 Salute Chain W/ Tail 4th..Row Center Position (Straight Up)
10 3 Salute Chain W/ Tail 4th..Row Right Position (Straight Up)
11 3 Salute Chain W/ Tail 4th.Row Right Position (Straight Up)
12 3 Salute Chain W/ Tail 4th.Row Left Position (Straight Up)
13 3 Salute Chain W/ Tail 4th.Row Left Position (Straight Up)
14 3 Salute Chain W/ Tail 4th.Row Center Position (Straight Up)
15 3 Salute Chain W/ Tail 4th.Row Right Position (Straight Up)
16 3 Salute Chain W/ Tail 4th.Row Right Position (Straight Up)
17 3 Salute Chain W/ Tail 4th.Row Left Position (Straight Up)
18 3 Salute Chain W/ Tail 4th.Row Right Position (Straight Up)
1 3 Salute Chain W/ Tail 4th.Row Right Position (Straight Up)
2 3 Salute Chain W/ Tail 4th.Row Right Position (Straight Up)
3 3 Salute Chain W/ Tail 4th.Row Left Position (Straight Up)
1 3 Nashiki Finale Chain 5th..Row Right Position Angled Right
1 3 Nashiki Finale Chain 5th. Row Center Straight Up
1 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
1 5 Nishiki Chain of Four 6th. Row Right Angled Right
1 5 Nishiki Chain of Four 6th. Row Center Straight Up
1 5 Nishiki Chain of Four 6th. Row Left Angled Left
2 3 Nashiki Finale Chain 5th..Row Right Position Angled Right
2 3 Nashiki Finale Chain 5th. Row Center Straight Up
2 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
3 3 Nashiki Finale Chain 5th. Right Position Angled Right

3 3 Nashiki Finale Chain 5th. Row Center Straight Up
3 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
4 3 Nashiki Finale Chain 5th. Right Position Angled Right
4 3 Nashiki Finale Chain 5th. Row Center Straight Up
4 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
5 3 Nashiki Finale Chain 5th. Row Right Position Angled Right
5 3 Nashiki Finale Chain 5th. Row Center Straight Up
5 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
6 3 Nashiki Finale Chain 5th. Row Right Position Angled Right
6 3 Nashiki Finale Chain 5th. Row Center Position Straight Up
6 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
7 3 Nashiki Finale Chain 5th. Row Right Position Angled Right
7 3 Nashiki Finale Chain 5th. Row Center Position Straight Up
7 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
8 3 Nashiki Finale Chain 5th. Row Right Position Angled Right
8 3 Nashiki Finale Chain 5th. Row Center Position Straight Up
8 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
9 3 Nashiki Finale Chain 5th. Row Right Position Angled Right
9 3 Nashiki Finale Chain 5th. Row Center Position Straight Up
9 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
10 3 Nashiki Finale Chain 5th. Row Right Position Angled Right
10 3 Nashiki Finale Chain 5th. Row Left Position Angled Left
2 5 Nishiki Chain of Four 6th. Row Right Angled Right
2 5 Nishiki Chain of Four 6th. Row Center Straight Up
2 5 Nishiki Chain of Four 6th. Row Left Angled Left



City Of Destin Florida
4200 Indian Bayou Trail, Destin, Florida 32541

City Of Destin Florida,

Thank You for the opportunity to bid on your Independence Day Fireworks Display. After looking at a few of your past displays I have come up with what I believe will be a display that will not only entertain your residents and vacationers but will also attract tourism to the community. The display I have designed is 24 minutes in duration and has a total of 1338 Shells ranging in size from 3" to 8" and will be electronically fired using Pyro Digital firing equipment. I have attached a copy of the pyrotechnic device list in this package. My safety plan is to hire a marine unit to patrol the fallout area to keep boaters and spectators out of the area. As part of our safety plan we will also hire a brush truck to monitor this same area. See fallout map for more details. My plan is to deliver and install the racking one day in advance and install the shells the morning of the show. The shells will be delivered the morning of the show via Hazmat Truck. If you have any further setup or operational questions please feel free to call or email.

Warm regards,

Ryan Allen President
North Florida Pyrotechnics
(904)-333-6622



Custom Fireworks

Proposal

Presented to,

City of Destin

Independence Day
July 4, 2025

Response to Request for Bids: 24-08-REC

Submitted by,

Jesse Salveson
Vice President of Operations

pyroshows.com

Your Event

City of Destin Independence Day
July 4, 2025
$ 34,000.00 (22 Minutes)
Synchronized to Music



As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.

Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.

Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.

Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Insurance & Compliance



Included Services

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

Insurance Coverage

General Liability	$10,000,000
Auto Liability	$10,000,000
Workers Comp	$ 1,000,000

Workers Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives

FAA—Federal Aviation Administration

U.S. Coast Guard

***NFPA* 1123 & 1124**

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All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

References *III. (C)*

Please see your requested list of references below. We are happy to provide additional show experience upon request.

Panama City Beach
17001 PCB Parkway
Panama City Beach, FL 32413
Contact: pstewart@visitpanamacitybeach.com
Mardi Gras, Pirate Fest, Independence Day Celebration, NYE

City of Gulf Shores
P.O Box 299
Gulf Shores, AL 36547
Contact: Brigette Reynolds, breynolds@gulfshoresal.gov
Independence Day Celebration

Seaside Arts and Entertainment
P.O. Box 4730
Santa Rosa Beach, Fl 32549
Contact: Tate Forbes, tforbes@seasidefl.com
Independence Day Celebration, NYE

Pensacola Beach Chamber of Commerce
7 Casino Beach Boardwalk
Pensacola Beach, FL 32561
Contact: Meg Peltier / Jessica Simpson, Jessica@visitpensacolabheach.com
Independence Day Celebration, NYE

City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548
Contact: Tiffiny Corcoran, tcorcoran@fwb.org
Billy Bowlegs, Independence Day Celebration

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All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Work Commitments & Staff Available *III. (D)*

Pyro Shows performs several shows in the Gulf Coast area throughout the year and on the 4th of July. We have a permanent storage facility in Crestview, Florida managed by a Pyro Shows employee who is a local Florida resident. We are staffed with a crew available to assign to the City of Destin July 4, 2025, show as well as back-up staff available in the Gulf Coast during the week of the 4th of July.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Licensing *III. (E)*

Professional fireworks licensing for Pyro Shows, Inc.



State of Tennessee

3098

TENNESSEE FIREWORKS PERMITS
ANNUAL FIREWORKS
PYRO SHOWS LLC
115 NORTH FIRST STREET
LA FOLLETTE, TN 37766

Having complied with the safety measures, as set out in Tennessee Code Annotated, Title 68, Chapter 104 and applicable rules and regulations governing the sale, storage, and use of fireworks and having paid the required fee, the holder is hereby granted a permit to engage in the sale of fireworks at the above address.

ID NUMBER: 52
LIC STATUS: REGISTERED
EXPIRATION DATE: December 31, 2025
DISTRIBUTOR-NO FEE

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



State of Tennessee

423

TENNESSEE FIREWORKS PERMITS
DISPLAY EXHIBITOR
PYRO SHOWS

This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118, Public Acts of 1961, as amended by Chapter 146, Public Acts of 1969.

ID NUMBER: 6
LIC STATUS: LICENSED
EXPIRATION DATE: April 30, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Licensing *III. (E)*

State of Florida Business License

State of Florida
Department of State

I certify from the records of this office that PYRO SHOWS, INC. is a Tennessee corporation authorized to transact business in the State of Florida, qualified on July 26, 2007.

The document number of this corporation is F07000003774.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of February, 2024

Secretary of State

Tracking Number: 7668603995CU

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

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

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Licensing *III. (E)*

U.S. Department of Justice BATFE Federal Explosives License/ Permit (1-TN-013-24-7C-12205) Importer of Explosives

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	1-TN-013-24-7C-12205
Chief, Federal Explosives Licensing Center (FELC)	Mama Howard	Expiration Date	March 1, 2027

Name
PYRO SHOWS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
115 NORTH 1ST ST
LA FOLLETTE, TN 37766-0000

Type of License or Permit
24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature — Position/Title: President

Printed Name: LANSDON E HILL JR — Date: 3/25/24

Mailing Address (Changes? Notify the FELC of any changes.)
PYRO SHOWS INC
P O BOX 1776 ATTN:KEYSA SUTTLES
LA FOLLETTE, TN 37766-0000

Previous Edition is Obsolete

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: **PYRO SHOWS INC**
Business Name:
License/Permit Number: **1-TN-013-24-7C-12205**
License/Permit Type: **24-IMPORTER OF EXPLOSIVES**
Expiration: **March 1, 2027**
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Licensing *III. (E)*

U.S. Department of Justice BATFE Federal Explosives License/ Permit (1-TN-013-24-7C-12206) Manufacturer of Explosives

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **1-TN-013-20-7C-12206**
Chief, Federal Explosives Licensing Center (FELC): Mamie Howard	Expiration Date: **March 1, 2027**

Name
PYRO SHOWS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
115 NORTH 1ST ST
LA FOLLETTE, TN 37766-0000

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature — Position/Title: PRESIDENT
Printed Name: LANSDEN E. HILL, JR — Date: 3/25/24

Mailing Address (Changes? Notify the FELC of any changes.)
PYRO SHOWS INC
PO BOX 1776 ATTN KEYSA SUTTLES
LA FOLLETTE, TN 37766-0000

Previous Edition is Obsolete — PYRO SHOWS INC:115 NORTH 1ST ST,37766:1-TN-013-20-7C-12206:March 1, 2027:20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: **PYRO SHOWS INC**
Business Name:
License/Permit Number: **1-TN-013-20-7C-12206**
License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**
Expiration: **March 1, 2027**
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Certification *III. (E)*

Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association* (APA). This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



APA
AMERICAN PYROTECHNICS ASSOCIATION

THIS IS TO CERTIFY THAT

Pyro Shows, Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2024

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

Michael Cartolano – APA President

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Licensing *III. (F)*

U.S. Department of Transportation Hazardous Materials Certificate of Registration

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2024-2027

Registrant: PYRO SHOWS INC
ATTN: Keysa Suttles
PO BOX 1776
LA FOLLETTE, TN 37766

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050924550082GI Effective: July 1, 2024 Expires: June 30, 2027

HM Company ID: 28456

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and
(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Insurance *III. (G)*

Included below is a COI statement of general liability coverage which provides verification that Pyro Shows is insured under a policy with total limits of $10,000,000.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Arch Speciality Ins Co	21199
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pyro Shows, Inc.
PO Box 1776
115 North 1st Street
La Follette TN 37766

COVERAGES **CERTIFICATE NUMBER:** 1211727083 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			SI8ML01929-231	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			SI8CA00004-231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			UX	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Excess Liability #2			562-231	11/1/2023	11/1/2024	Each Occ/ Aggregate Total Limits	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured status is provided by above referenced General Liability policy where required by written agreement.

Excess policies are following form over the general liability and automobile policies for total limits of $10 million each.
SAMPLE ONLY

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
SAMPLE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

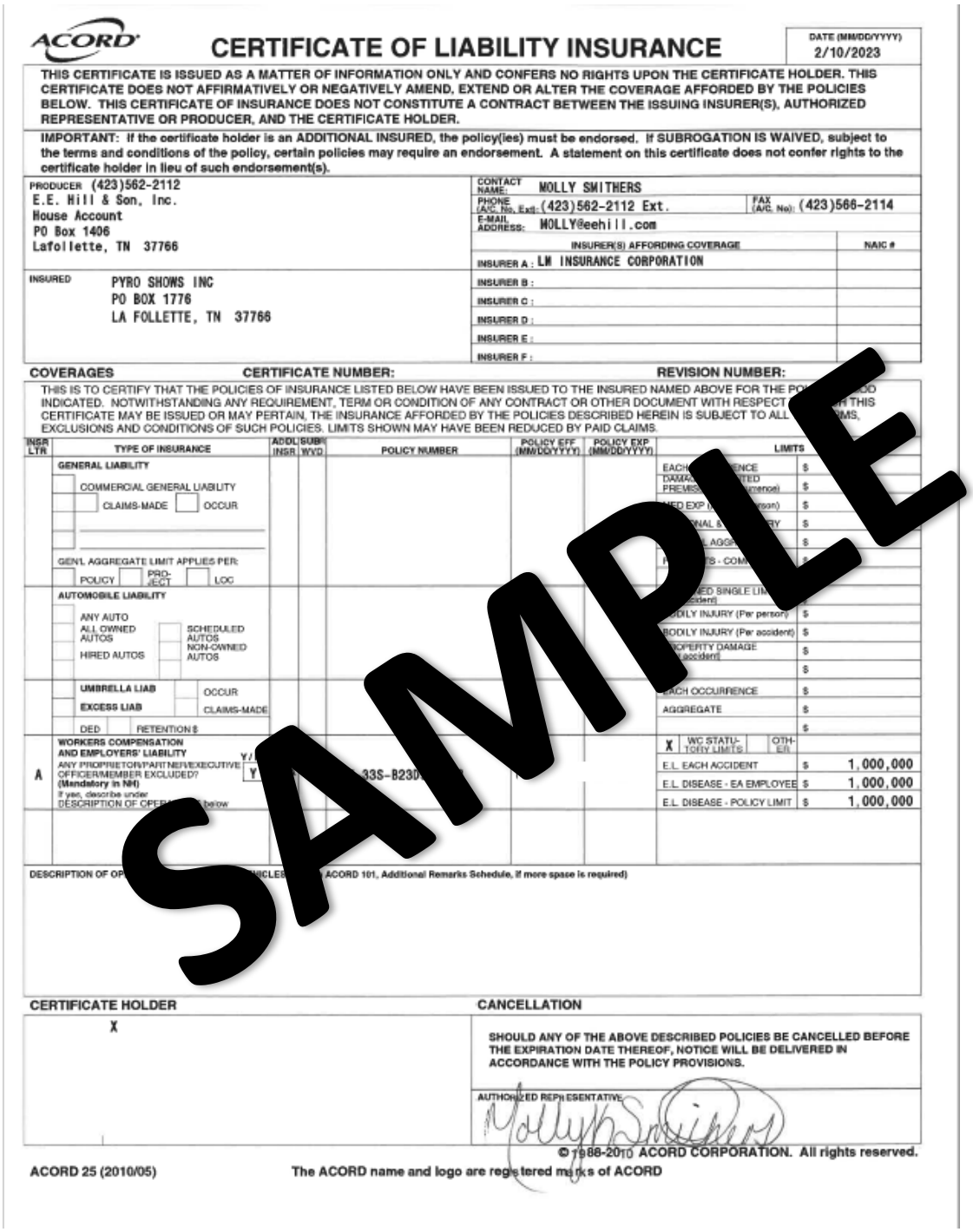
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Insurance *III. (G)*

Included below is a COI statement of coverage which provides verification that Pyro Shows carries workers' compensation coverage protecting employees from work-related injuries or illnesses.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2023

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

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

PRODUCER (423)562-2112
E.E. Hill & Son, Inc.
House Account
PO Box 1406
Lafollette, TN 37766

CONTACT NAME: MOLLY SMITHERS
PHONE (A/C, No, Ext): (423)562-2112 Ext.
FAX (A/C, No): (423)566-2114
E-MAIL ADDRESS: MOLLY@eehill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM INSURANCE CORPORATION	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PYRO SHOWS INC
PO BOX 1776
LA FOLLETTE, TN 37766

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			33S-B230			X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000

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

SAMPLE

CERTIFICATE HOLDER
X

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

AUTHORIZED REPRESENTATIVE
Molly Smithers

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Shell Summary

A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

City of Destin Independence Day
July 4, 2025
Show Duration: 22 Minutes
$34,000.00

Main Body

Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
4" Shell	80	80	20	20	200
5" Shell	64	64	16	16	160
6" Shell	48	48	12	12	120
8" Shell	2	2	2	2	8
				Main Body Total	488

Grand Finale

Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
3" Shell	96	96	24	24	240
4" Shell	16	16	4	4	40
5" Shell	12	12	4	4	32
6" Shell	10	10	2	2	24
8" Shell	0	0	1	1	2
				Grand Finale Total	338
				Total Shell Count	**826**

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City of Destin
Independence Celebration

Brands, Size, Cost, & Country of Origin *III. (H)*

SHELL SIZE	BRAND / COUNTRY OF ORIGIN	AV. SHELL COST	QTY.	TOTAL COST
3″	Starfire or Spectrum / **USA**	$50	90	$4500.00
3″	Lidu / **China**	$12	60	$ 720.00
3″	Icon / **China**	$12	60	$ 720.00
3″	Sunny / **China**	$12	30	$ 360.00
4″	Lidu / **China**	$21	96	$2016.00
4″	Dancing / **China**	$21	96	$2016.00
4″	Freedom / **China**	$21	24	$ 504.00
4″	Icon / **China**	$21	24	$ 504.00
5″	Pyro Eagle / **China**	$37	77	$2849.00
5″	Dancing / **China**	$37	77	$2849.00
5″	Chang Shan / **China**	$37	19	$ 703.00
5″	Sunny / **China**	$37	19	$ 703.00
6″	Lidu / **China**	$68	58	$3944.00
6″	Icon / **China**	$68	58	$3944.00
6″	Chang Shan / **China**	$68	14	$ 952.00
6″	Sunny / **China**	$68	14	$ 952.00
8″	Lidu / **China**	$214	5	$1070.00
8″	Icon / **China**	$214	5	$1070.00
			Sub Total	**$30,376.00**
			Fixed Costs **	*$6,124.00*
				$36,500.00
			Cost Discount for City of Destin	**($2,500.00)**
			Total Retail Cost of Show	**$34,000.00**

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Security/Fire Contingency Plan *III. (M & N)*

City of Destin, FL
Fireworks Safety & Fire Contingency Plan
Independence Day Celebration
July 4, 2025

1. The firework crew will consist of a crew leader and three (3) assistants. Each of the individuals has received special NFPA, DOT, ATF and Pyro Shows training in the safe and spectacular conduct of a fireworks display.

2. All crew members will wear cotton clothing during set up of the show. They will also wear head, ear and eye protection during the firing of the show. Pyro Shows crew will comply with all OSHA standards including safety glasses while using nail guns and/or hammers.

3. Once at the site, the Pyro Shows crew will secure the safety zone of 560 feet radius clearance from all buildings and personnel for the use of 8" shells.

4. Pyro Shows crew will construct all mortars 6-inch and smaller with 2" x 4" X 3" supports. There will be four (4) of these supports per set-up.

5. There will be no smoking on the job site by the crew and signs will be posted within 50 feet of the fireworks truck and /or discharge site to warn the public.

6. Each fireworks rack and /or mortar will be covered with fire retardant plastic bags. This will ensure protection of the Destin fireworks show from both weather and an unwanted ignition of the fireworks.

7. Pyro Shows crew will fire the show using an electronic firing system. Once the show is loaded and wired, crew will complete an Ohms check done on each circuit in the show. During the time of the Ohms test there will be no one within 100 feet of the firing locations per NFPA 1123.

8. Pyro Shows will provide a minimum of 2-pressurized water bottle extinguishers, and 2- 10 BC fire extinguishers. Five gallon buckets will also be on site as a means to retrieve water from the Gulf should it be needed.

9. Pyro Shows will submit all necessary fireworks permit applications to local authorities and USCG.

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Security/Fire Contingency Plan (Continued) *III. (M & N)*

10. Before the firing of the actual show the Pyro Shows crew will check the 560 feet safety zone to make sure it is clear. One technician will "fire" the show using our electronic firing system. Remaining crew members will serve as spotters to ensure the show is firing properly and no unauthorized personnel encroach into the safety zone.

11. Show will be shot in full compliance with all NFPA standards on the command of the Destin representative in charge.

12. Upon completion of the show the Pyro Shows crew will do a thorough sweep of the safety zone to ensure there is no undetonated ordnance in the zone. The crew will also check each mortar to ensure all ordinances have been discharged and remove any live ordinance found to be inspected and disposed of according to NFPA 1123.

13. After determining that all ordnance is either discharged or accounted for, the Pyro Shows crew will begin its cleanup process.

14. Pyro Shows understands that Destin can be extremely hot in July. With this in mind, one of the responsibilities of the crew leader will be to provide a canopy where crew members can get out of the sun and take periodic breaks. Pyro Shows will be responsible for providing an adequate supply of bottled water to keep the crew hydrated. The crew will be well briefed in the hazards of dehydration and heat exhaustion.

15. Pyro Shows understands that Destin has a wide variety of insects that can pose a health hazard. The crew leader will brief the crew on the hazards posed by fire ants and stinging insects. Medications will be available in the first aid kit provided by Pyro Shows at the job site to treat stings and bites.

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Equipment & Personnel *IV. (B)*

City of Destin Independence Celebration, 7/4/2025 Personnel: 1 Crew Leader and 3 Assistants			
DESCRIPTION	**QTY**	**DESCRIPTION**	**QTY**
Racks	168	Cable	1000’
Nail Guns	1	Firing Board (#)	2
Nails (Nail Gun Strips)	48	Battery (24V)	2
T-Connectors	10	Cable Roller	1
Masking Tape– 1” (60 yds/roll)	4	Water Bottle	1
Masking Tape– 1.5” (60 yds/roll)	2	Fire Extinguisher ABC	1
Duct Tape (60 yds/roll)	1	Shovel(s)	2
Waterproof Rack Covers	200	Rake(s)	1
Foil Rack Covering (150 sf per roll)	2	3” Racks	24
Rubber Bands (12”)	10	4” Racks	48
Rubber Bands (17”)	158	5” Racks	48
Garbage Bags	20	6” Racks	48
UY Connectors	5	8” Racks	10
Wire (1000’/roll)	8	Sandboxes (3’ x 8’)	1
Junction Boxes	5	Bunker Materials	1

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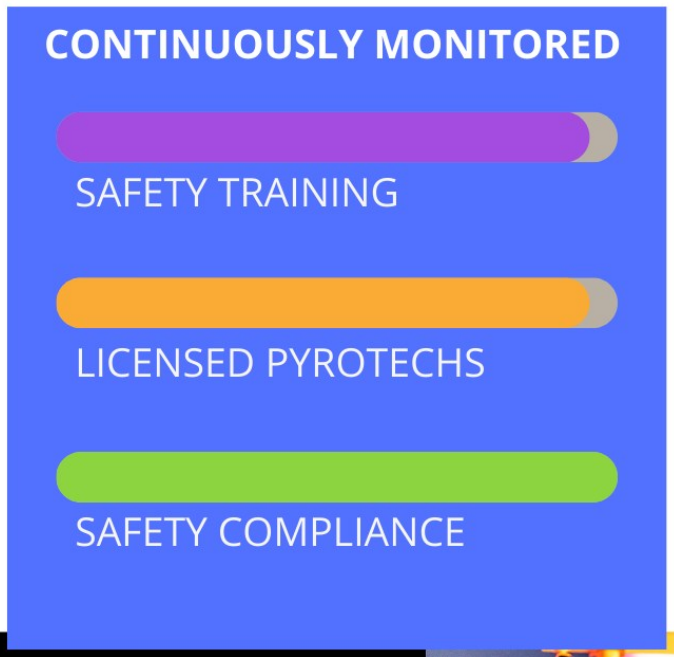
Seriously Safe

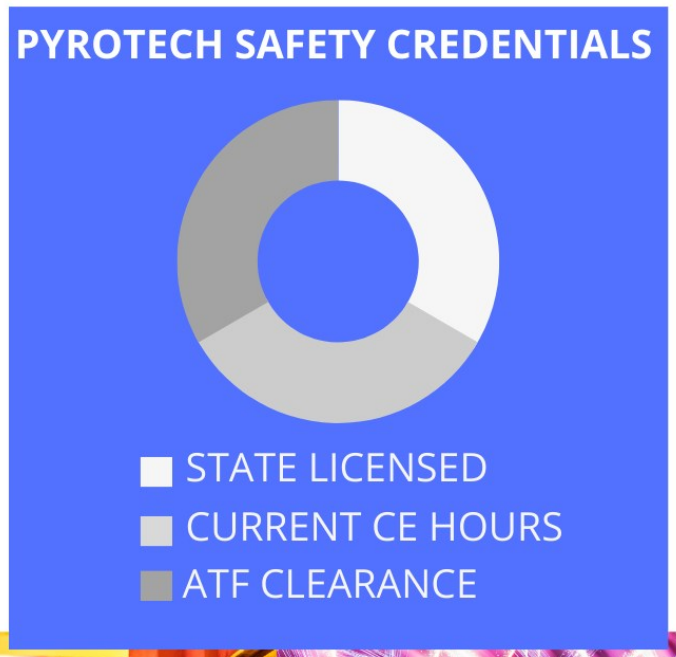
Pyro Shows Safety Protocols

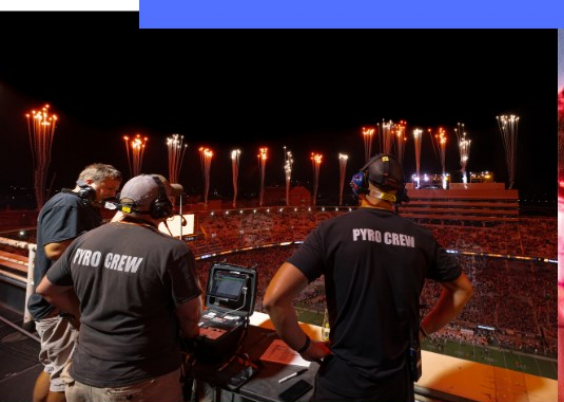
Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around “best safety practices” and routine safety training. Safety is not just our job, it’s our number one priority!

Check the Facts

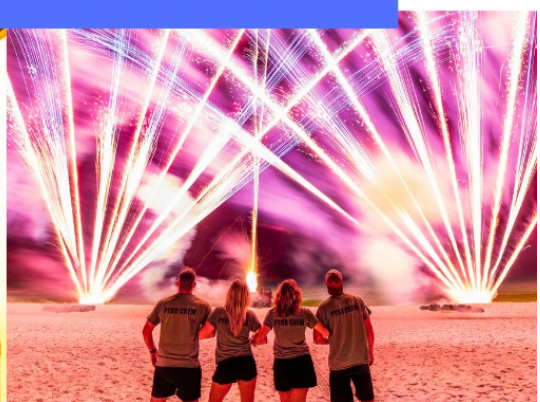
We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and ***cents***, choosing the right company should always make ***sense***. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.





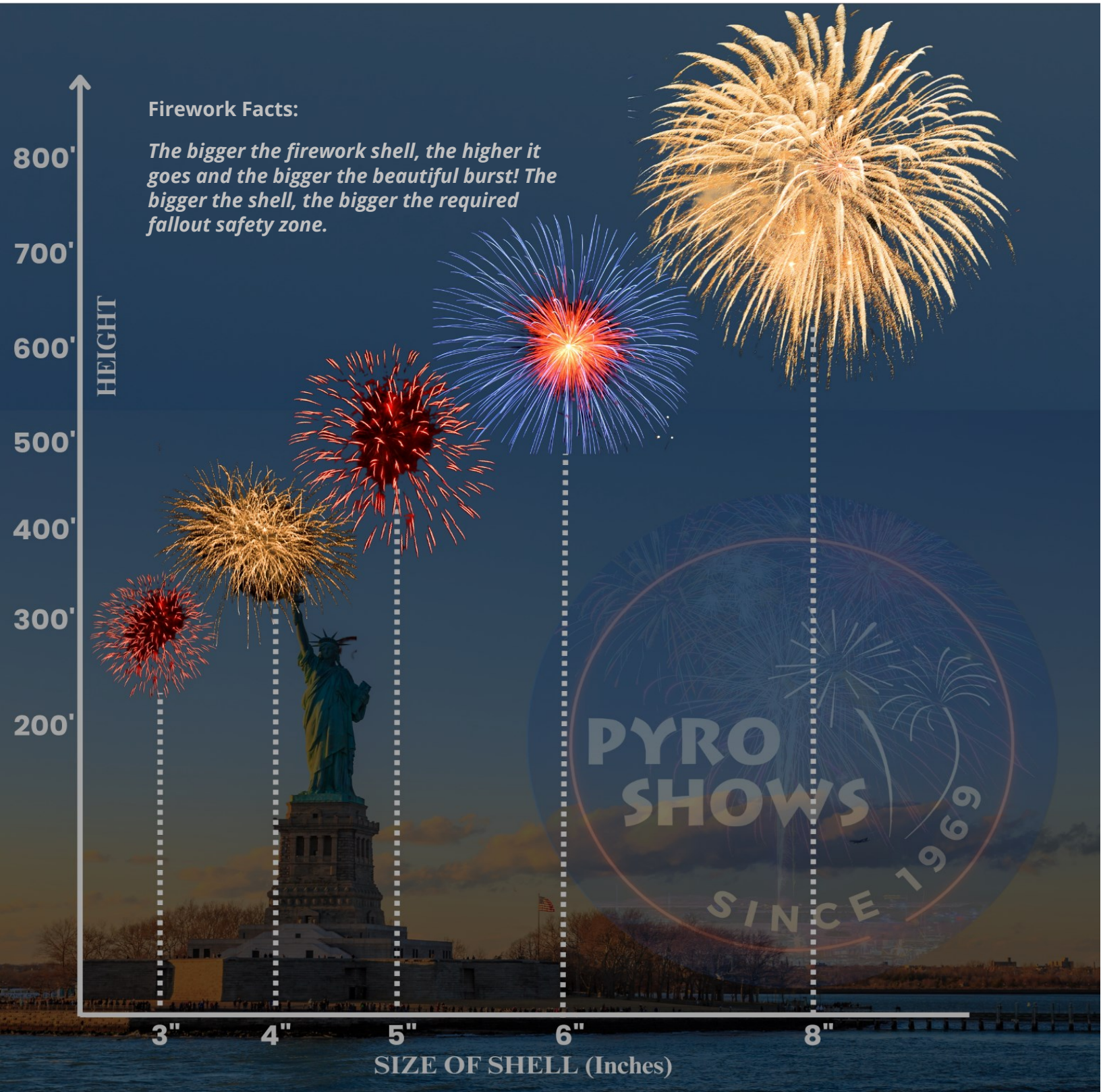






Aerial Shells 101

When you think firework “shell”, think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We’ve checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.



Show Design

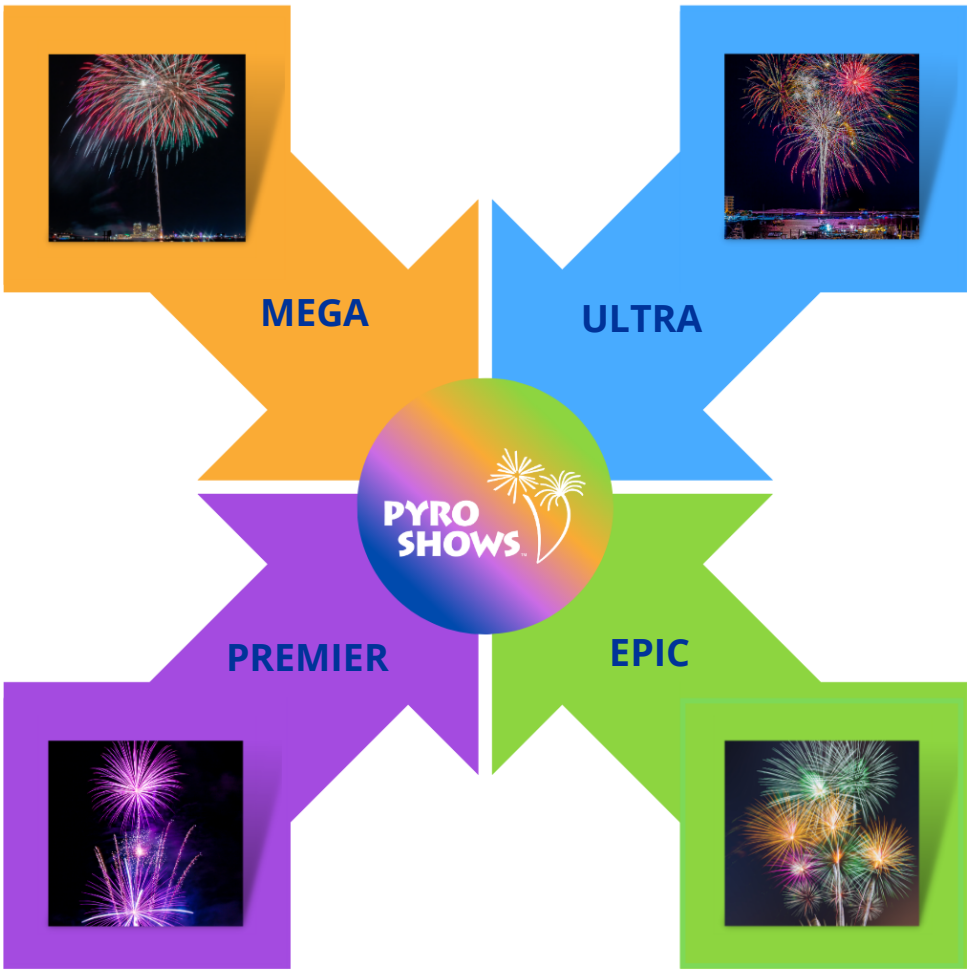
Your custom show has been designed using 4 classifications of visual effects.

MEGA effects are classic designs including chrysanthemum, dahlia, and stained glass.

ULTRA effects are more intricate multiple effects and are comprised of prestige imported shells.

PREMIER effects are the brightest, most vivid colors available and often break with size, pattern, and density of shells twice their size.

EPIC effects are multiple effects of two or more shells stacked.



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Pyro Shows Workflow

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a ***brief*** summary of the attention Pyro Shows will give YOUR show!

1 Administrative

Once Show Directors have performed site evaluations, completed the show design process, and coordinated crews—the admin process may begin!

Lots of moving documents! Contracts, sales orders, insurance certificates, site diagrams, product summaries, regulatory information, processing paperwork for local and state permit applications. The list goes on!



2 Design and Scripting

Select each firework based on color, visual effect, and timing. Write the show script that goes to the field operations team and to the Pyrotech. If the show is musically accompanied, create the soundtrack. If choreographed, create the custom soundtrack and script each firework to the beat of the music.

3 Field Operations

Gather fireworks from storage magazines based on design script. Scan firework bar codes of each piece of product for internal inventory and ATF compliance. Pack and secure each show with all fireworks, mortar racks, fire extinguishers, PPE equipment, and post-show cleanup supplies. Once each show is "compiled", then they are loaded onto trucks.

4 Firework Show Day

Pyrotech Crew Chief and crew members arrive on site the morning of show (or days before the show depending on the show size). Survey and monitor fallout safety area, mark launch site safety zone, begin unloading equipment, assembling racks, placing racks in accordance to show design script. Load explosives into mortars, cover/waterproof loaded fireworks. Wire explosives, check wiring, continuity, firing system and backup firing system. Get ready for showtime!

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PYROfessionals

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional "dud", but what **WE DO FOR YOU** if there is a "dud".

- Superior Customer Service
- Satisfaction Guaranteed
- Permit Processing
- Expertise
- $10M Insurance Coverage
- Experience

Next Steps

We hope you've enjoyed reviewing our ideas for your show and taking a peek into our process that makes it all happen!

Now that you have the show summary and pricing, let's move on to the next steps.

Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, then please proceed to the next step.

Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!

Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.

Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.



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Thank you!

We appreciate your interest in fireworks for your event and for considering Pyro Shows as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an ***EPIC*** one!



Contact Us

Jesse@pyroshows.com, alison@pyroshows.com

423.494.4202, 800.662.1331

www.pyroshows.com

115 North 1st Street, P.O. Box 1776, LaFollette, TN 37766

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ITEM # 2024-902

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 12/6/24

SUBJECT: RFB 24-13-PW, Old Pass Lagoon Navigational Channel Dredging Project bid

I. BACKGROUND: The harbor channel requires regular dredging to maintain the ability of larger vessels to navigate safely in the harbor. A bathymetric study completed in the summer of 2024 identified that the navigational channel of the harbor is very shallow in places and the dredging of that area would substantially improve the ability of vessels to navigate in that area.

The City Council added the Harbor Dredging Project to the FY25 Capital Improvement Program and had budgeted $435,000 for FY25 ($110k NPEB + $325k GF in 305 fund). The City has also been successful in securing a State Grant through the Florida Department of Environmental Protection for $100,000 to be applied toward the dredging.

The County has agreed to partner with the city on this project. An interlocal has been prepared that provides for a 50/50 split of costs, in an amount of $800k and then City is responsible for amounts over that. City to invoice County and County to pay within 30 days. This interlocal is being approved through the County and will come to the City for approval in January 2025.

II. DISCUSSION: The city received three bids for RFP 24-13-PW. Those bids were Coastal Dredging Company, Gator Dredging, and Complete Site Source.

The bid committee met on December 5th to evaluate the bids. Coastal Dredging did not provide a price for their bid and the bid committee voted and determined the bid to be non-responsive. Bid committee members commented that both remaining bids were responsive. The bids were discussed and then scored according to the scoring metric included in the RFB. Gator Dredging scored 390 points out of 400 and Complete Site Source scored 327

out of 400. Gator Dredging's bid was for a total of $648,170 and Complete Site Source was for $810,000.

The bid committee voted unanimously to recommend Gator Dredging to council for their consideration.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): $535,000 is currently available ($110k NPEB + $325k GF + $100k FDEP grant). Staff will bring forward a contract for council approval in late January with the interlocal from the BOCC.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The Gator Dredging bid was determined to be responsive and it was the lowest bid, staff recommend accepting the bid and moving this project forward so that the work can be completed before the end of April 2025.

City Council's Options

Pursuant to the RFP and to the City's Procurement Manual, the Bid Committee has now forwarded its rank-ordered list of the proposals received in response to the RFP. Also, pursuant to the RFP and the Procurement Manual, the City Council now has the task of deciding which proposal Council wants City Staff to pursue negotiations with. The Council has three procedural options for this decision, as follows:

1. Adopting the scoring of the Bid Committee and direct City Staff to negotiate toward a contract with the proposal ranked highest by the Bid Committee;

2. Re-scoring by each individual Council Member of all three proposers, using the same scoring criteria and calculations as applied by the Bid Committee pursuant to the RFP; or

3. Ranking the proposers on the basis of which proposers will, in the opinion of each Council Member and based on all available information, best meet the City's needs for the Clement Taylor Park Project. This ranking would be done by applying a 1-2-3 scoring by each Council Member, with a value of "1" being highest or best and a value of "3" being lowest; the scores assigned by the Council Members would then be added together, with the lowest total points score being deemed the proposal with whom City Staff would be directed to negotiate toward a contract.

IV. RECOMMENDED MOTION: I move that to award the bid for RFB 24-13-PW to Gator Dredging contingent on successfully negotiating a contract with Gator Dredging and an Interlocal Agreement with Okaloosa County for partial funding.

Attachments:

ITEM # 2024-902

1. RFB 24-13-PW, Old Pass Lagoon Navigational Channel Dredging Project bid documents
2. RFB 24-13-PW, Old Pass Lagoon Navigational Channel Dredge Bid Opening Summary
3. Gator Dredging Exec Bid Submission-RFB# 24-13-PW Old Pass Lagoon Dredging Project
4. Complete Site Source, LLC.
5. Coastal Dredging Co. Inc. Old Pass Lagoon Nav Channel Bid
6. RFP 24-13-PW Dredge Scoresheet Summary

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB NO. 24-13-PW

OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

City of Destin, Florida
October 24, 2024

Larry Jones, Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive proposals for the maintenance dredging the Old Pass Lagoon navigational channel. The project is located in the City of Destin in the Destin Harbor.

In accordance with the Federal & State permits No. 0288799-003-JC, this project shall include, but may not be limited to, setting up piping, dredging approximately 10,000 CY total of material from two locations, moving dredge spoils, construction of DMMA #2 only, bathometric survey of completed channel and demobilization. The anticipated project completion date is April 30, 2025.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 24-13-PW in the subject line of the email. Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. Proposal submissions 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 **"RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT", along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CDT, on November 26, 2024,** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
Interim City Manager

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1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for dredging in accordance with the Federal & State permits No. 0288799-003-JC, this project shall include, but may not be limited to, setting up piping, dredging approximately 10,000 CY total of material from two locations, moving dredge spoils, construction of DMMA #2 only, bathometric survey of completed channel and demobilization. The anticipated project completion date is April 30, 2025.

It is the responsive bidder's responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until November 26, 2024, no later than 2:00 p.m. (CDT) at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal

delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 26, 2024 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.

E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

F. One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside " RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.

H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.

I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

K. The Bid Committee shall consist of City of Destin staff members.

L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

M. Procurement Schedule

Tasks	Date
RFB issued	October 24, 2024
Last day for questions to be submitted	November 15, 2024
Due Date/Bid Opening	November 26, 2024
Tentative Date - Bid Committee Evaluation	December 5, 2024
Tentative Date – City Council Meeting	December 16, 2024
Tentative Date- Execution of Contract	January 10, 2025
Tentative Date- Notice to Proceed	January 10, 2025

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The general description of work shall include, but may not be limited to:

setting up piping, dredging approximately 10,000 CY total of material from two locations, moving dredge spoils, construction of DMMA #2 only, bathometric survey of completed channel and demobilization. The anticipated project completion date is April 30, 2025.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

Final Completion Deadline is April 30, 2025. Contractor shall reach substantial completion for all work fifteen (15) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of

inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	Completed
Begin Construction	January 10, 2025
Substantial completion date	15 Days Prior to Complete Construction
Complete Construction	April 30, 2025

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License http://www.co.okaloosa.fl.us/gm/licensing.

Contractor must also be registered in the City of Destin https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Site & Building Permit
b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)

c. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract or added work necessary to meet the performance goals of the scope of work.
b. "Extra work" shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract and is entirely outside and independent of the scope of work and not contemplated by it.
c. "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.

b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

e. Access Control: Contractor will coordinate upland access with the Contractor of the Noriega Point Beach Park.

f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.

- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss of damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

a. Damage to subject property, adjacent property or right(s)-of-way(s)
b. Defective work not remedied;
c. Claims filed or reasonable evidence indicating probable filing of claims;
d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
e. A reasonable doubt that the contract can be completed for the balance then unpaid;
f. Damage to another contractor;
g. Failure to submit required reports; or
h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

a. Completion of the punch list.

b. Acceptance and occupancy of the project.

c. Submission and approval of final invoice.

d. Submission of all product warranties and operating manuals.

e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.

f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.

g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as "As-Built", in addition to both AutoCAD and PDF electronic versions on a flash drive.

h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

i. Provide written warranties covering quality of labor and installation of all products/materials.

j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

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

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience/Past Performance	20
Project Approach	20
Past Performance	20
TOTAL	**100**

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did responsive bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?

- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Does the contractors schedule and availability practical and meet project requirements?

d. Past Performance
- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Do references demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by November 19, 2024. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT, bid opening date and responsive bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
    - commitment to perform the work,
    - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
    - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
d. Price Proposal Sheet
e. Completed Forms [Reference RFB Attachments]
    - Attachment NO. 1 - Responsive Bidder Qualification Statement
    - Attachment NO. 2 - Public Entity Crime Form
    - Attachment NO. 3 - Drug Free Workplace Certification Form
    - Attachment NO. 4 - Bid Bond Form
    - Attachment NO. 5 - Anti-Human Trafficking Affidavit
    - Attachment NO. 6 - Anti-Collusion Statement

f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
h. Addendums (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal 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.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this

affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **November 26, 2024, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT"** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **November 26, 2024 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

RFB NO. 24-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: _____ Partnership ☐

Address: _____ Individual ☐

City, State, Zip: _____ Other ☐

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the responsive bidder:

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

_____

_____

_____

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	**Address**	**Telephone**
_____		
_____		
_____		
_____		

16. What will be your turnaround time for written responses to City inquires?

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 2
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_____, 202__, and is personally known to me, or has provided_____as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 3
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

RFB NO. 24-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____day of_____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):	Surety (Print Full Name):
_____	_____
	(Seal) Surety's Name and Corporate Seal
By:_____ (L.S.)	By: _____
	Signature (attach power of attorney)
Title:_____	Title:_____
Attest: _____	Attest: _____
Signature and Title	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

RFB NO. 24-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

_____ _____
Bidder's Company Name Authorized Signature

_____ _____
Authorized Signatory (Print Name)

_____ _____
Address Title

_____ _____
Phone # Fax #

_____
Federal ID # or SS #

RFB NO. 24-13-PW
EXHIBITS A-B

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

Exhibit B – Civil Design Plans

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ E-mail: _____ Fax: ( ) _____

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT, as follows:

Cubic yard placed cost	$ _____
Total Cost based on 10,000 CY	$ _____

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: _____
(Print or Type)

Signature: _____

Date of Bid: _____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119

THE DESIGN, CONCEPTS, SPECIFICATIONS, AND DOCUMENTS HEREIN ARE THE PROPERTY OF THE CITY OF DESTIN, FLORIDA AND NO PART THEREOF SHALL BE COPIED OR OTHERWISE DISCLOSED TO OR USED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE CITY OF DESTIN, FLORIDA

DESTIN HARBOR MAINTENANCE DREDGING CITY OF DESTIN, FLORIDA

NO.	DATE	REVISIONS DESCRIPTION

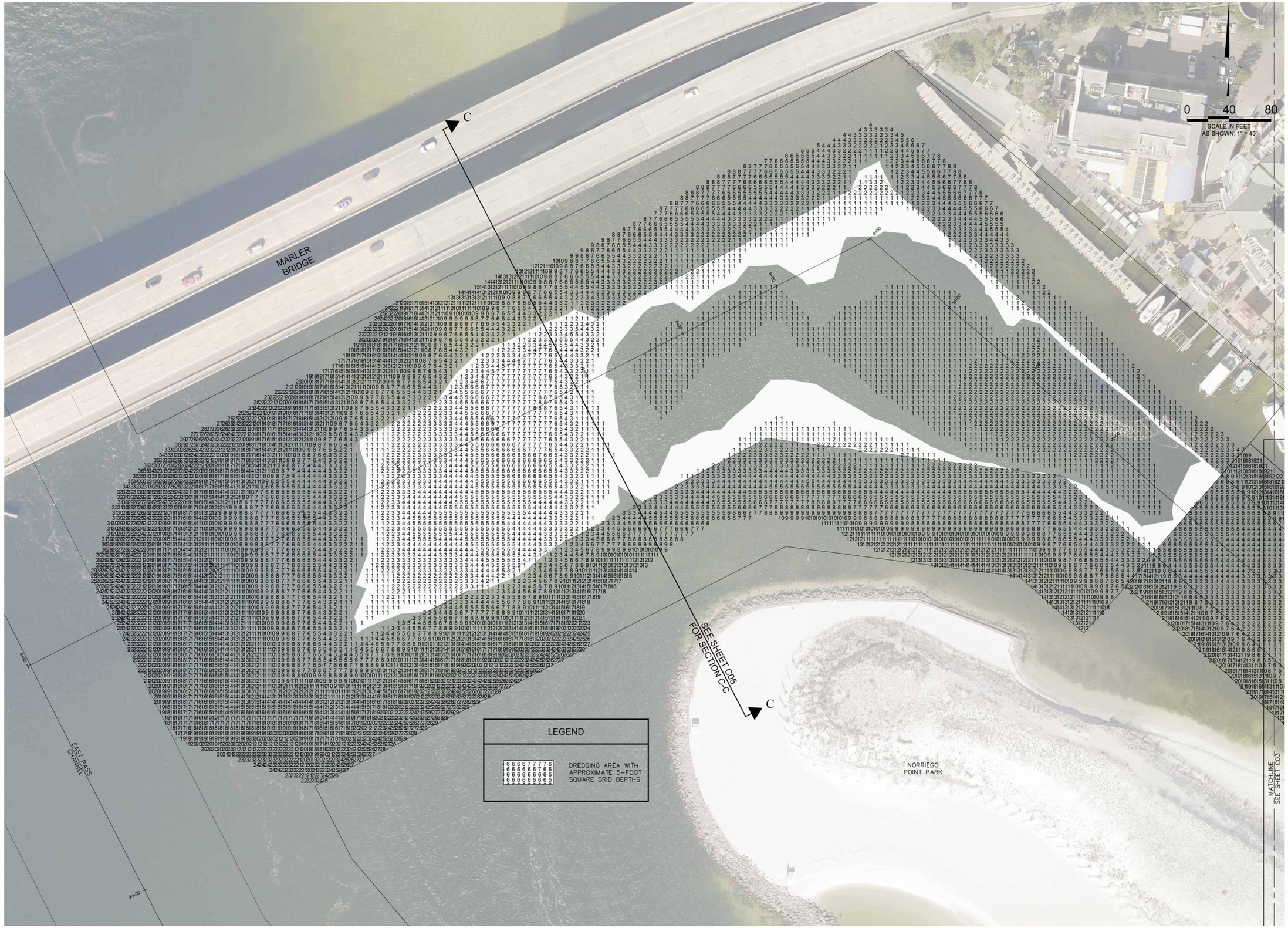
DATE: MARCH 2024
PROJECT NO: N/A
FILE NO.: 00-02-22
SCALE: 1" = 200'

SHEET TITLE
OVERALL DREDGING PLAN

SHEET NUMBER
C01

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AERIAL PHOTOGRAPH SOURCE: OKALOOSA COUNTY – FLIGHT YEAR 2022



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AERIAL PHOTOGRAPH SOURCE: OKALOOSA COUNTY - FLIGHT YEAR 2022

CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119

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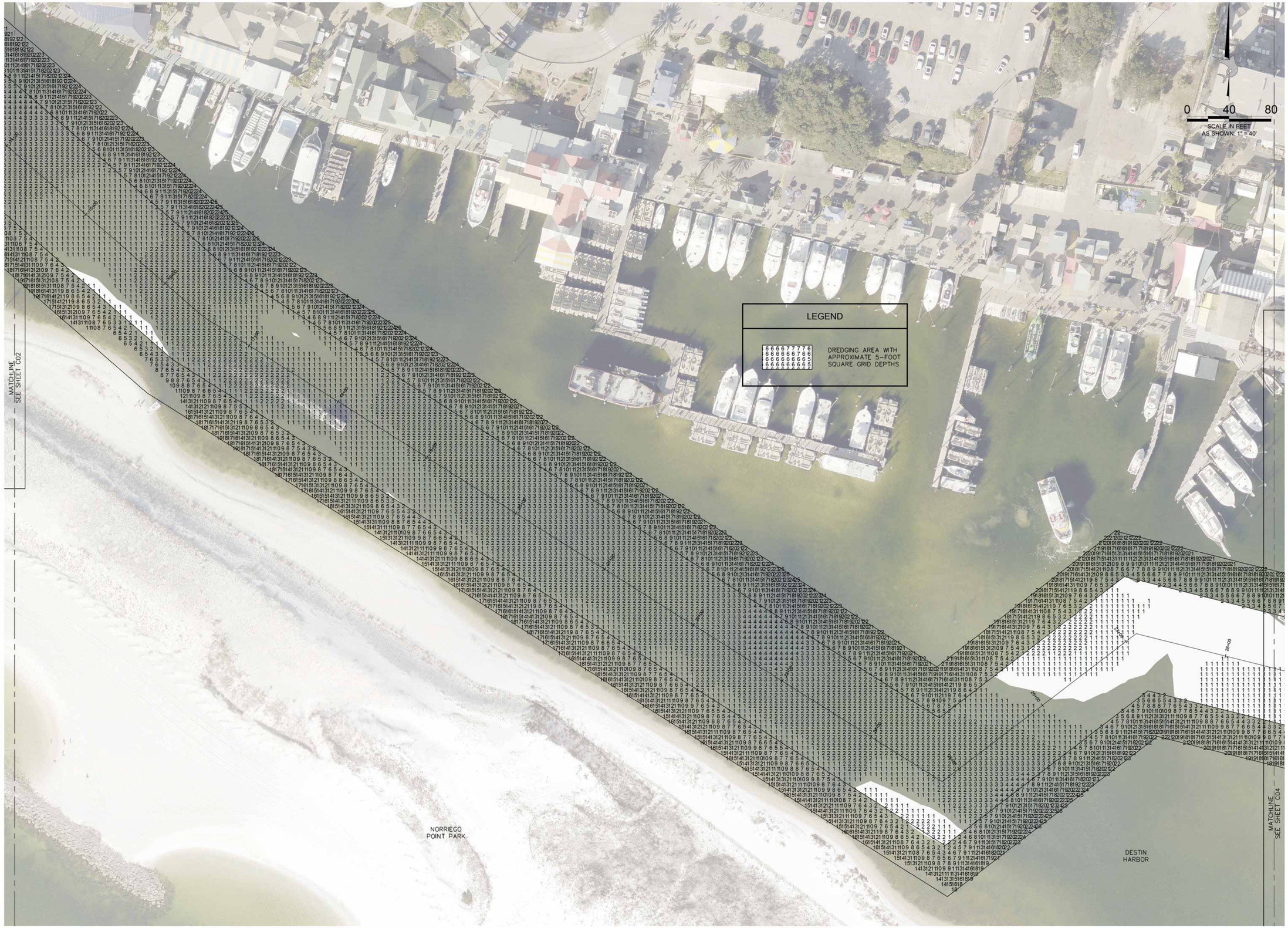
DESTIN HARBOR MAINTENANCE DREDGING
CITY OF DESTIN, FLORIDA

NO.	REVISIONS DESCRIPTION	DATE

DATE: MARCH 2024
PROJECT NO: N/A
FILE NO.: 00-02-22
SCALE: 1" = 40'

SHEET TITLE
CHANNEL DREDGING PLAN

SHEET NUMBER
C02



C:\USERS\RSCOTT\CITY OF DESTIN, FL\ENGINEERING - DOCUMENTS\CAD\DRAWINGS\CITY PROJECTS\DESTIN HARBOR DREDGING\PLANS\OVERALL DREDGING PLAN.DWG

AERIAL PHOTOGRAPH SOURCE: OKALOOSA COUNTY - FLIGHT YEAR 2022

CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119

THE DESIGN, CONCEPTS, SPECIFICATIONS, AND DOCUMENTS PREPARED BY THE CITY OF DESTIN, FLORIDA AND NO PART THEREOF SHALL BE COPIED OR OTHERWISE DISCLOSED TO OR USED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE CITY OF DESTIN, FLORIDA

DESTIN HARBOR MAINTENANCE DREDGING CITY OF DESTIN, FLORIDA

NO.	REVISIONS DESCRIPTION	DATE

DATE:	MARCH 2024
PROJECT NO:	N/A
FILE NO.:	00-02-22
SCALE:	1" = 40'

SHEET TITLE
CHANNEL DREDGING PLAN

SHEET NUMBER
C03



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AERIAL PHOTOGRAPH SOURCE: OKALOOSA COUNTY - FLIGHT YEAR 2022

CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119

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DESTIN HARBOR MAINTENANCE DREDGING CITY OF DESTIN, FLORIDA

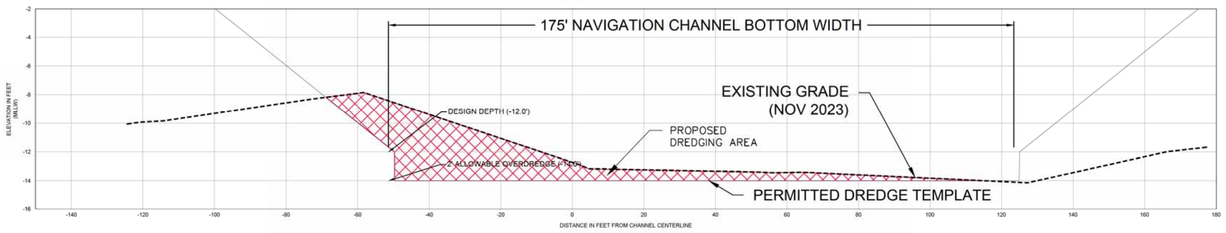
REVISIONS NO.	DESCRIPTION	DATE

DATE:	MARCH 2024
PROJECT NO:	N/A
FILE NO.:	00-02-22
SCALE:	1" = 40'

SHEET TITLE
CHANNEL DREDGING PLAN

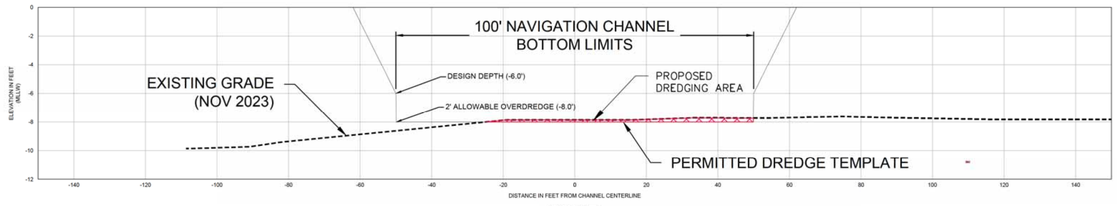
SHEET NUMBER
C04

SECTION C-C



SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 5'

SECTION D-D



SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 5'

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CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119

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DESTIN HARBOR
MAINTENANCE DREDGING
CITY OF DESTIN, FLORIDA

NO.	REVISIONS DESCRIPTION	DATE

DATE: MARCH 2024
PROJECT NO: N/A
FILE NO.: 00-02-22
SCALE: AS SHOWN

SHEET TITLE

DREDGE SECTIONS

SHEET NUMBER

C05

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

RFB 24-13-PW – Old Pass Lagoon Navigational Channel Dredging Project

November 26, 2024 – 2:00 PM

BIDDERS:	Base Bid
1) COASTAL DREDGING CO, INC	0
2) GATOR DREDGING	$649,170
3) COMPLETE SITE SOURCE	$810,000
4)	
5)	
6)	
7)	

Present at the bid opening:

Rey Bailey	City Clerk
JEFF COZZAD	GRANT/PROJ MGR

RFB 24-13-PW

Old Pass Lagoon Navigational Channel Dredging Project

BID OPENING 11-26-2024

Waterfront Property Services, LLC. dba Gator Dredging
Philip A. Findlay
Or
Chris Clausen
727-527-1300
p.findlay@gatordredging.com
c.clausen@gatordredging.com

REQUEST FOR BIDS
RFB NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

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13630 50TH WAY NORTH•CLEARWATER, FLORIDA 33760
OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

November 26th, 2024

City of Destin, Florida
Rey Bailey, City Clerk
4200 Indian Trial Bayou
Destin, FL 32541

Re: RFB 24-13-PW Old Pass Navigational Channel Dredging Project

Waterfront Property Services, LLC dba Gator Dredging is pleased to submit the attached information to substantiate qualifications necessary to perform the referenced project. Gator Dredging was founded in 2005 with the business model of performing dredging projects throughout Southeast United States and the Caribbean Islands. Gator Dredging is a fully licensed, insured and bondable certified general contractor with over 150 employees, including professional engineers, marine scientist and other talented professionals.

The City of Destin requested a proposal for a navigational channel dredging project that consists of mobilizing, site preparation, dredging of approximately 10,000cy of material from 2 locations, transporting the material to a constructed dredge material management area (DMMA), conduct bathometric surveys of the work area, and demobilization. The end goal of the dredging project is to help facilitate the improved boat movement, provide beneficial use of material removed from the dredge template, and generally return portions of these waters to their earlier configurations. It is understood that this project is to be completed by April 30, 2025.

Gator Dredging is uniquely qualified and perfectly suited to provide comprehensive dredging services because of our depth of resources, experience with similar projects, and the willingness to go the extra mile to ensure a successful project. As we have grown, we have continually expanded our scope of capabilities, while providing high quality work consistent with the state-of-the-art procedures, methods, and controls in the areas of cost, quality, safety, and scheduling. With access to an extensive inventory of dredging equipment and the best operators in the industry, there is no dredging or site preparation project that Gator Dredging cannot handle.

Gator Dredging offers you quality without question and has proven success with completing dredging projects of all sizes and scopes. We appreciate the opportunity to submit the proposal and look forward to further discussions of our proposal and project approach with you.

Sincerely,

Philip A. Findlay – President
P.Findlay@gatordredging.com
Ph: 727.527.1300
(Official representative and point-of-contact for this project)

ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 23-11-PW OLD
PASS LAGOON NAVIGATIONAL CHANNEL
DREDGING PROJECT

November 4, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location and design of DMMA #2.
2. Copy of State permit No. 0288799-003-JC

Clarifications:

3. Winning bidder shall be responsible for turbidity monitoring, sediment testing QA and QC, and nesting shore bird monitoring.
4. There is another active construction project on Norriega Point, the winning bidder will need to coordinate their work with the park project contractor.

The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Philip A. Findlay
Print Name

Signature

11/22/2024
Date

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB NO. 24-13-PW

OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

City of Destin, Florida
October 24, 2024

Larry Jones, Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

RFB NO. 24-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Name: Waterfront Property Services, LLC dba Gator Dredging

Address: 13630 50th Way N

City, State, Zip: Clearwater, FL 33760

Telephone No.: 727-527-1300

Email: p.findlay@gatordredging.com and c.clausen@gatordredging.com

Corporation	
Partnership	
Individual	
Other	X - LLC

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   Waterfront Property Services, LLC dba Gator Dredging

   The address of the principal place of business is:

   13630 50th Way N

   Clearwater, FL 33760

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: 8/23/2005

   b. State of Incorporation: Florida

   c. President's name: Philip A. Findlay

   d. ~~Vice President's~~ name: William J. Coughlin III, CEO

e. Secretary's name: N/A

f. Treasurer's name: N/A

g. Name and address of Resident Agent: N/A

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Waterfront Property Services, LLC dba Gator Dredging is a LLC in the State of Florida- William J. Coughlin III, CEO 13630 50th Way N., Clearwater, FL 33760

Philip A. Findlay, President 13630 50th Way N. Clearwater, FL 33760

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

19years 3months

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Florida General Contractors License # CGC-1512360

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See attached cutsheet relevant to this scope of work.

10. State the name of the individual who will have personal supervision of the work:

Rusi Patel

11. State the name and address of attorney, if any, for the business of the responsive bidder:

N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

William J. Coughlin III, CEO - 50%

Philip A. Findlay, President - 50%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

N/A

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	$30,000,000.00
b.	Non-Governmental Related Work	
	Total Work (a +b):	$30,000,000.00

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Bank United	629 South Fort Harrison Ave, Clearwater, FL 33760	813-716-1680

email: cmate@bankunited.com Contact: Csaba Mate, V.P.

16. What will be your turnaround time for written responses to City inquires?

Same Day

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Philip A. Findlay

(Title) President

Subscribed and sworn to before me

This 22nd day of November, 20 24

STEPHEN CHRISTIAN CLAUSEN
MY COMMISSION # HH 298387
EXPIRES: September 19, 2026

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 2
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 RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project

2. This sworn statement is submitted by Waterfront Property Services, LLC dba Gator Dredging whose business address is 13630 50th Way N. Clearwater, FL 33760

and (if applicable) Federal Employer Identification Number (FEIN) is 20-3403593 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Philip A. Findlay 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)

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

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

____ 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: 11/22/2024

(Signature)

STATE OF FLORIDA
COUNTY OF Florida

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 22nd day of November, 2024, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

STEPHEN CHRISTIAN CLAUSEN
MY COMMISSION # HH 298387
EXPIRES: September 19, 2026

RFB NO. 24-13-PW
ATTACHMENT NO. 3
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: Waterfront Property Services, LLC dba Gator Dredging

ADDRESS: 13630 50th Way N

CITY: Clearwater STATE: FL ZIP CODE: 33760

TELEPHONE NUMBER: 727-527-1300

SIGNATURE: _____ DATE: 11/22/2024

NAME (TYPED OR PRINTED): Philip A. Findlay

TITLE: President

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Waterfront Property Services, LLC dba Gator Dredging Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of. (five percent (5%) of the Contract Bid) Five Percent of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 26th day of November, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 2.2 All bids are rejected by Owner, or
   - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):	Surety (Print Full Name):
Waterfront Property Services, LLC dba Gator Dredging	**American Alternative Insurance Corporation**
	(Seal) Surety's Name and Corporate Seal
By: Philip A. Findley (L.S.)	By: **Kevin Wojtowicz**
	Signature (attach power of attorney)
Title: PRESIDENT	Title: **Attorney-in-Fact**
Attest:	Attest: **Tracey C. Brown-Boone, Witness to Surety**
Signature and Title WITNESS	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Kevin Wojtowicz and Edwin Turner Collins IV

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: Michael G. Kerner
President

Attest: Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

JILLIAN SANFILIPPO NOTARY PUBLIC NEW JERSEY

Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 26 day of November, 20 24

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:05 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

RFB NO. 24-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Philip A. Findlay (insert name) as President (insert title) on behalf of Waterfront Property Services, LLC dba Gator Dredging (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Waterfront Property Services, LLC dba Gator Dredging (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Waterfront Property Services, LLC dba Gator Dredging (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Philip A. Findlay
Title: President
Nongovernmental entity: Waterfront Property Services, LLC dba Gator Dredging
Date: 11/20/2024

STATE OF Florida
COUNTY OF Pinellas

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by Stephen C. Clausen as Notary on behalf of Philip A. Findlay, who is personally known to me or who produced _____ as identification this 22nd day of November, 2024.

Notary Public

(Notary Seal)

STEPHEN CHRISTIAN CLAUSEN
MY COMMISSION # HH 298387
EXPIRES: September 19, 2026

RFB NO. 24-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Waterfront Property Services, LLC dba Gator Dredging
Bidder's Company Name

Authorized Signature

Philip A. Findlay
Authorized Signatory (Print Name)

13630 50th Way N. Clearwater, FL 33760
Address

President
Title

727-527-1300
Phone #

727-527-1303
Fax #

FEIN # 20-3403593
Federal ID # or SS #

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

PART I Bid submitted by:

Company: Waterfront Property Services, LLC dba Gator Dredging

Address: 13630 50th Way N

City & State: Clearwater, FL Zip Code: 33760

Telephone: ( ) 727-527-1300 E-mail: p.findlay@gatordredging.com and c.clausen@gatordredging.com Fax: ( ) 727-527-1303

Number of Years in Business: 19yrs 3months Contact Name Philip A. Findlay

PART II Bidding RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT, as follows:

Cubic yard placed cost	$ 20.91
Total Cost based on 10,000 CY	$ 649,170.00

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Philip A. Findlay, President
(Print or Type)

Signature:

Date of Bid: 11/22/2024

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

FINDLAY, PHILIP A

GATOR DREDGING
13630 50TH WAY N
CLEARWATER FL 33760

LICENSE NUMBER: CGC1512360

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/15/2024

Do not alter this document in any form.

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

WATEPRO-01 DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2024

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

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

PRODUCER	CONTACT NAME: Certificates	
Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	PHONE (A/C, No, Ext): (727) 258-5774	FAX (A/C, No):
	E-MAIL ADDRESS: certs@cci-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Insurance Co	35289
INSURED Waterfront Property Services LLC DBA Gator Dredging 13630 50th Way North Clearwater, FL 33760	INSURER B : American Casualty Company of Reading, PA	20427
	INSURER C : Lloyds of London	
	INSURER D : American Longshore Mutual Association, Ltd.	
	INSURER E : Safe Harbor Insurance Company	12563
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Marine General Liabi GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	ML9780218-06	5/7/2024	5/7/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	6071838062-06	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000	X	X	OE23000118	5/7/2024	5/7/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ALMA01927-07	1/29/2024	1/29/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Vessel Pollution			V-13740-24	1/29/2024	1/29/2025	General Aggregate	5,000,000

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

When required by written contract, the certificate holder is listed as an Additional Insured on a primary and non-contributory basis, with regard to the General Liability, and Auto policies. A Waiver of Subrogation applies in favor of the certificate holder with regard to the General Liability, Auto, and Workers' Compensation policies. Excess policy follows form. 30 day notice of cancellation applies; 10 days for non-payment of premium.

Vessel Pollution #V-13740-24 (01/29/24-25)
Limit: 5,000,000

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

For Bidding Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: WATEPRO-01 DASBURY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Construction Casualty Insurance, LLC		Waterfront Property Services LLC DBA Gator Dredging 13630 50th Way North Clearwater, FL 33760
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Contracting Services Pollution Liability #4004206 (01/29/24-26)
Limit: Gen Agg/ Each Occur - $5,000,000

Workers' Compensation policy #ALMA01927-07 is USL&H coverage.

EQFL Coverage:
Blanket Non-reporting Coverage: $5,189,971 (Maximum Item: $500,000)
Leased, Borrowed and Rented: $3,000,000 (Maximum Item: $500,000)
Small Tools: $60,000 (Maximum Item: $10,000)

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Waterfront Property Services, LLC dba Gator Dredging
Sykes Creek Phase 1 Dredging Project

SCOPE:

Restore portions of Sykes Creek to its original depth and deposit the dredge muck material within a refurbished island dredged material management area (DMMA) facility. This was accomplished through the removal of 117,000cy of nutrient laden material from Sykes Creek. Nutrients identified included phosphorus and dissolved nitrogen from dredge template.

Project Location:	Brevard County
Name of Owner:	Brevard County
Owner Contact:	Mike McGarry 2725 Judge Fran Jamieson Way Bldg C,3rd Floor Viera, FL 32940
Telephone No:	(321)633-2016
Email Address:	Mike.McGarry@brvardfl.gov
Project Value:	$1,110,055.26
Dates of Construction:	2/8/2022

The total phosphorus in the dredge effluent was reduced to 75 parts per billion (ppb). Total dissolved nitrogen effluent was reduced to 2000 ppb or less. The levels of phosphorus and nitrogen were measured daily at a effluent discharge location within the DMMA.

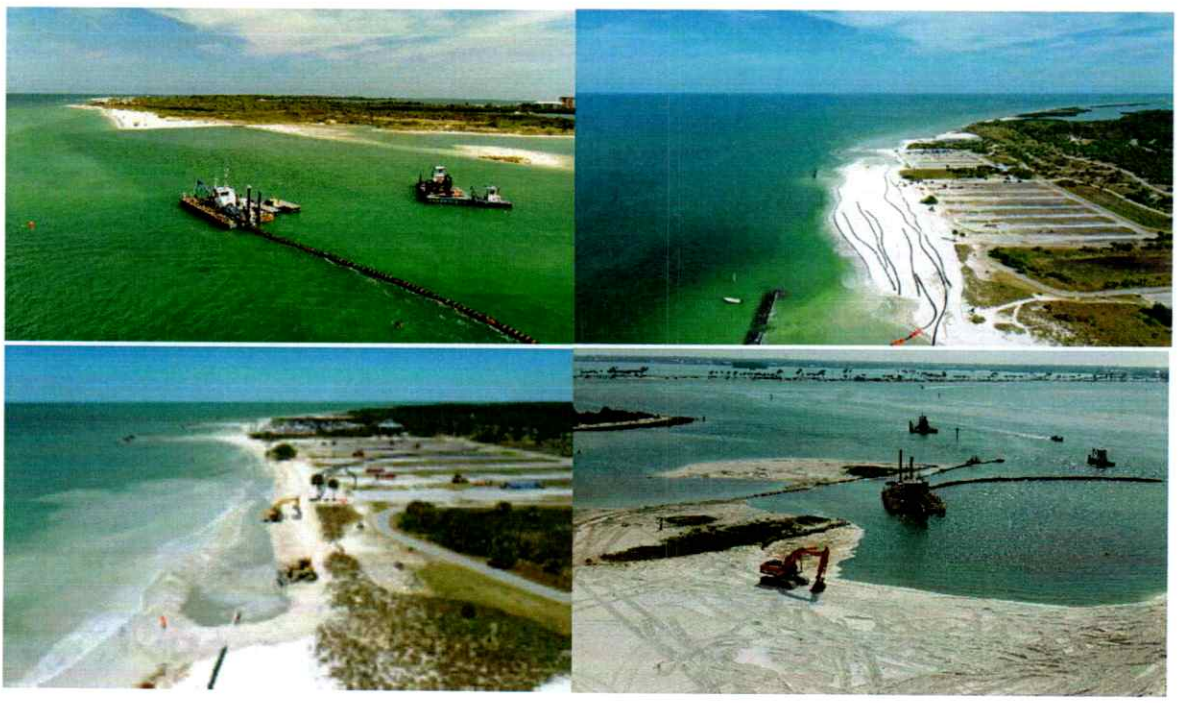


Waterfront Property Services, LLC dba Gator Dredging
Project Name: FDEP - Historic Honeymoon Island State Park Beach Renourishment Project

Project Location:	Dunedin, Florida
Name of Owner:	Florida Dept of Environmental Protection
Owner Contact:	Brett Moore, P.E. 5679 Strand Court Naples, FL 34110
Telephone No:	239-594-2021
Project Value:	$ 1,860,765.53
Dates of Construction:	April 2021 – August 2021

The history of the state park started long before Europeans arrived to the Americas. The Tocobagas, a Native American tribe, called Honeymoon Island their home. Prior to 1921 a hurricane split Honeymoon Island creating two islands and what is now known as Hurricane Pass. The second island, separated by Hurricane Pass is known as Caladesi Island. In the 1930s Clinton Washburn purchased the island as a destination for honeymooners to spend their first days together as a married couple. During WWII the island was leased to an Ohio defense contractor as a rest and relaxation destination for his employees. In addition, during WWII the northern portion of the island was used by a local defense contractor for amphibious vehicle testing.

Scope: This project involved dredging approximately 151,010cy of beach compatible material from two barrow areas within the vicinity of Hurricane Pass. This material was used to renourish parts of the northern portion of the historic Honeymoon Island state park. The material was hydraulically pumped at distances upwards of 9000ft from the barrow area to the beach fill template. The dredge used in performing dredging operation was the Brittyn B an 18" Ellicott 1270 cutterhead dredge. In addition to the placement of beach compatible material, we removed several hazardous objects from the beach, planted 10,000 sea oats, raked and tilled the beach upwards of 36" deep. During the course of this project, we maintained manatee watch protocols, turbidity monitoring, as well as, abided by daily sea turtle and seabird monitoring requirements.



Waterfront Property Services, LLC dba Gator Dredging
Project Name: 2021 / 2022 Wiggins Pass and Doctors Pass Maintenance Dredging Project

SCOPE:

Project Location:	City of Naples
Name of Owner:	Collier County Board of County Commissioners
Owner Contact:	Andy Miller, P.E. Collier County 2685 South Horseshoe Dr Unit 103, Naples, FL 34104
Telephone No:	(239)252-2922
Email Address:	Andrew.Miller@colliercountyfl.gov
Project Value:	$2,197,280
Dates of Construction:	12/2021 -04/2022

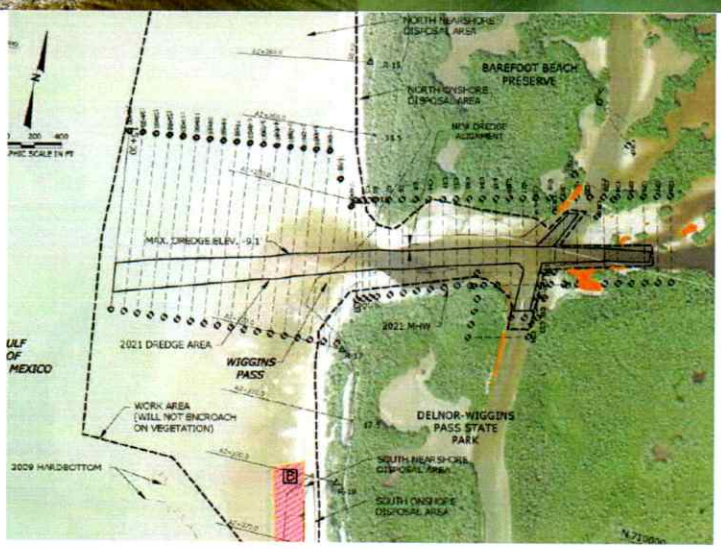
Wiggins Pass

The project is to conduct maintenance dredging of the Wiggins Pass navigation channel to continue to train the straighter alignment. Approximately 65,100 CY of beach compatible sand is to be dredged from the ebb, flood and tributary channels above the design cut while unsuitable material is to be avoided or disposed of offsite. Channel depth ranges from -7.0 ft. to -12.0 ft. NAVD with a 1' overdredge allowance. Excavated compatible sand will be disposed of within two of the permitted areas onshore Barefoot Beach and onshore Delnor-Wiggins State Park.

Doctors Pass

Dredging of Doctors Pass with placement of the material on the beach at Lowdermilk Park between R-60 and R-61+800 south of the inlet. If the Lowdermilk Park template is filled to its maximum capacity, or at the COUNTY's direction, excess fill shall be placed nearshore between R-58A and R-58+400'. Both the interior and exterior channels require dredging. There is no overdredge limits on the interior cross sections. There will be approximately 25,700 CY of material that can be dredged and placed on the beach at Lowdermilk Park.





Waterfront Property Services, LLC dba Gator Dredging
Project Name: Tampa Harbor Maintenance Dredging, 32-Foot, Alafia River Channel and Turning Basin

SCOPE: This project consisted of dredging 239,000cy of shoal material from the Alafia River Channel and Turning Basin, situated at the mouth of Tampa Bay. The dredged material was disposed of at the Dredge Material Placement Facility 3D. The required project depth of this project was 33 and 34 feet with an allowable 1-foot overdepth. Work for this project also included repairs to the weir outfall at DMPF-D3.

Project Location:	Alafia River, Hillsborough, FL
Name of Owner:	USACE – Jacksonville
Owner Contact:	Erin Duffy Supervisory Resident Engineer
Telephone No:	904-610-6595
Email Address:	Erin.m.duffy@usace.army.mil
Project Value:	$2,572,977.00
Dates of Construction:	9/2021 -9/2022

This project also required environmental species monitoring, bird monitoring, and turbidity monitoring for the duration of the project.





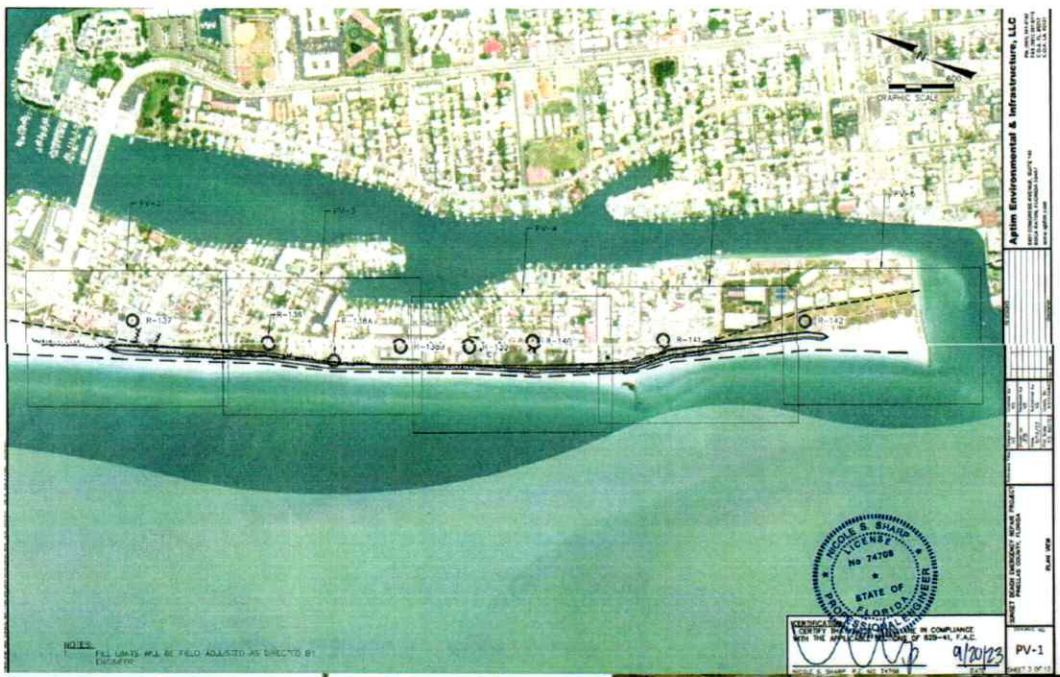
Waterfront Property Services, LLC dba Gator Dredging
Project Name: Pinellas County – Post Idalia Emergency Shore Stabilization

SCOPE:

Project Location:	Pinellas County, FL
Name of Owner:	PCBOCC
Owner Contact:	Kelly Hammer Levy MS, MPA, CPM, ENVSP Director, Pinellas Couty Public Works
Telephone No:	727-464-3317
Email Address:	klevy@pinellas.gov
Project Value:	$36,321,000
Dates of Construction:	September 2023 – On Going

Emergency Shoreline Stabilization of 7.5 miles of beach within Pinellas County. Work consists of delivery and placement of approximately 320,000 cy of beach quality sand. Extensive coordination with beach communities to ensure public awareness and safety. Work includes required, placing beach compatible material on the beaches to the desire template and grading to elevations provided by the county, dune construction, vegetation plantings for stabilization of the constructed dunes, sea turtle monitoring and as-built survey data collection by 3rd party.

https://pinellas.gov/projects/emergency-beach-erosion-control-project/





13630 50TH WAY NORTH • CLEARWATER, FLORIDA 33760

OFFICE (727) 527-1300 • FAX (727) 499-9890 • www.gatordredging.com

Operational Plan

Gator Dredging will begin the project by performing a pre-dredge survey of the channel. Thereafter, Gator Dredging will mobilize earth moving equipment onto Norriego Point to begin construction of DMMA #2. Gator Dredging will utilize a dozer, excavator and personnel to construct the DMMA per the bid specifications. The levees will be constructed as per the permit guidelines with suitable compaction and protection from washing out. Gator Dredging will install a weirbox with a 24" corrugated pipe that will be utilized for the effluent return to the waterbody. Gator Dredging estimates that it will take 11 days to complete the construction of DMMA #2.



Figure 1: Picture of previously installed weirbox and corrugated pipe for effluent return.

Gator Dredging operation will mobilize while the DMMA #2 is being constructed. Gator Dredging will launch its 12x10 "Pelican" DSC Barracuda dredge into the water and tow it to site. Pipeline will be fused with weights and floats. All pipeline will be submerged or floating and marked with lights and signs to protect public boaters and Gator Dredging crews. Mobilization is estimated to take 9 days.

Dredging will begin and all of the areas that are identified in the plans will be dredged into DMMA #2. During dredging operations, Gator will provide third party bird monitoring and turbidity testing. Gator will also provide sediment testing QA & QC by a third party at the conclusion of the dredging project per the FDEP permit (pdf page 9). During dredging operations, Gator Dredging will employ on site a dozer and excavator that will be used to excavate the DMMA while dredging. This is required due to DMMA being smaller than the dredge volume

being pumped into the DMMA. The dozer and excavator will move material out of DMMA #2 and place elsewhere on Narriego point as per owner direction. Gator Dredging will complete dredging of 10,000 CY into DMMA #2. Gator Dredging estimates that dredging will take 16 days.

Gator Dredging will demobilize the project site of all equipment and personnel. Gator Dredging estimates demobilization to take 8 calendar days.

Gator Dredging will work on the project 12 hours per day on weekdays and 10 hours per day on weekends, as allowed by local laws and regulations.

Environmental, Health & Safety

Health, Safety & Environmental: Gator Dredging safety policies include all OSHA, U.S. Coast Guard and U.S. Army Corps of Engineers policies for construction, dredging and operating vessels on navigable waterways. Oil spill pads and booms are always ready for deployment on dredge and work boats. Prior to beginning the project, Gator Dredging will submit a Site-Specific Job Plan for Owner approval. Prior to each phase of work, a Job Safety Analysis will be performed. Daily safety meetings will be held prior to any work being performed.

Equipment

1. 12x10 475 HP "Pelican" Dredge
2. Workboat
3. Skiff
4. Pipeline Floats
5. 12" DR17 HDPE Pipeline
6. Fusion Machine
7. Telehandler
8. Air Compressor
9. Floating Pipeline
10. Pipeline Lights, Signs and Buoys
11. Office Trailer
12. Exavator
13. Dozer

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Figure 2: Photo of the "Pelican" Dredge dredging on a 40,000 CY project in Port Aransas, TX

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Figure 3: Photo of the "Pelican" Dredge dredging and geotextile tubes laid out on a 40,000 CY project in Detroit, MI.

Gator To Provide The Following

1. Turbidity monitoring
2. Sediment testing QA and QC
3. Nesting shore bird monitoring

William J. Coughlin, III

President

Waterfront Property Services, LLC (DBA Gator Dredging)

Education

Civil Engineering Technology, Associates: Applied Science Degree, State University of New York, 1998

Certifications

Professional Engineer
New York
(Inactive License No. 082915)

FDEP Certified
Stormwater Inspector

Relevant Software Familiarity

AutoCAD 2005
HYPACK
DREDGEPACK
Excel/Word/Projects
ARC View
EPA SWMM

Professional Affiliations

WEDA FMLA

Mr. Coughlin has over 25 years of experience working on civil, environmental, and marine projects in New York, Georgia, South Carolina, Texas and Florida. His experience includes administration and management of dredging operations, stormwater management and design, transportation/roadway design, sanitary sewer design, environmental permitting, surface water hydrologic and hydraulic modeling, stormwater master plans and pollution prevention plans, marine engineering and permitting.

Mr. Coughlin is the Chief Executive Officer of Waterfront Property Services, LLC (dba Gator Dredging). His duties include administration and management of operations of a marine contracting company specializing in dredging services. Mr. Coughlin has completed or is administering over 600 projects located throughout the SE United States. Example projects for Gator Dredging include:

- USACE Manatee Harbor DMMA Offloading 2023 Project
- Pinellas County Post Idalia Emergency Dune Restoration
- USACE Folly Beach Emergency Beach Renourishment
- Brevard County Sykes Creek Muck Removal
- USACE Manatee Harbor DMMA Offloading 2020 Project
- USACE Horseshoe Cove, Maintenance Dredging, 6-Ft
- Pinellas County Lake Seminole Restoration Dredging
- SFWMD Pahokee Marina emergency HAB Services
- Brevard County Turkey Creek Dredging
- Brevard County Grand Canal Dredging
- Save Crystal River—Springs Restoration
- FPL's Turkey Point Cooling Canals Dredging
- USACE Stevenson Creek Ecosystem Restoration
- City of Cape Coral – Citywide Annual Dredging Contract
- St. John's County Treasure Beach Dredging(2014,2018)
- City of Destin Emergency Old Pass Lagoon Dredging

His representative municipal experience includes:

For the City of St. Petersburg, Mr. Coughlin completed many public works pro- jects as a project manager in the Engineering Department. His responsibilities included administration, design coordination, preparation of technical specifications, permitting, contract bidding, and construction administration. Example projects for the City of St. Petersburg are listed below:

Lake Maggiore Restoration Dredging *
Special Assessment Dredging Program Administrator
Arterial Canal Dredging Program Administrator NPDES Program Coordinator
Stormwater Pipe Rehabilitation Various Locations

* The Lake Maggiore Restoration Project was the restoration of a 380-acre natural lake. The restoration process included a feasibility analysis, storm- water pre-treatment, and dredging and disposal of 1.1 million cubic yards of organic sediment. This was a joint project between the City of St. Petersburg and the Southwest Water Management District with a cost of $20 million.

National Honors and Awards

American Public Works Association - Project of the Year 2000: Environment Project Less than $2 Million; Ellicott Creek Trailway Extension, Project Manager for the Town of Amherst.

Philip A. Findlay

Vice-President

Waterfront Property Services, LLC (DBA Gator Dredging)

Education
B.A. Entrepreneurship & Business Administration, Central Michigan University, 2006

Certifications
Florida Certified General Contractor #CGC-1512360

Mr. Findlay has 12 years of experience working as a Certified General Contractor in both Florida and Georgia. His experience includes administration of dredging operations, equipment maintenance & scheduling, project administration and permitting.

Mr. Findlay is the Vice-President of Waterfront Property Services, LLC (dba Gator Dredging). His duties include administration and management of a marine contracting company specializing in environmental restoration and dredging services. Mr. Findlay has administrated or is administering projects located throughout Florida & Georgia. During his time with Gator Dredging Mr.Findlay has worked on major dredging projects located at the Turkey Point Nuclear Power Plant in Homestead, FL, as well as the Turkey Creek Muck Removal Project in Palm Bay, FL.

Example projects for Waterfront Property Services, LLC include the following:

- Pinellas County – Post Idalia Emergency Dune Restoration
- USACE Manatee Harbor DMMA Offloading 2023
- USACE Folly Beach Emergency Renourishment South Carolina
- USACE Tampa Harbor Alafia River Maintenance Dredging
- USACE Horseshoe Cove, Maintenance Dredging, 6-Foot Project
- FDEP Honeymoon Island Beach Re-nourishment
- Brevard County Taylor Creek
- Brevard County Sykes Creek Muck Removal
- Brevard County Turkey Creek Muck Removal Project
- Kings Bay Restoration Project
- Florida Power & Light Turkey Point Cooling Canals Dredging
- FDEP Honeymoon Island – Beach Restoration
- St Lucie County Taylor Creek – Restoration Dredging
- Brevard County Grand Canal - Dredging

Mr. Findlay's previous professional experience includes:

From 2006 to 2008 Mr. Findlay served as Project Manager and Assistant Superintendent for various design/build projects. He was also responsible for managing and scheduling project timelines, draws, contracts, and on-site project supervision. William Karns projects included condominiums, rental homes, marina yacht clubs, and assisted living facilities in the Treasure Island,FL area.

From 2008 to the present, Mr. Findlay continues to be President of Stafford Findlay Holdings, Inc., based in Atlanta, Georgia. As President his duties include owning and operating six franchised restaurants within the Atlanta area.He provides strategic leadership for the building and branding of the franchise,and is also a franchise agent and owner of the rights for territory of
North Atlanta.

Tyler McDougal, P.E.

Program/Project Manager

Waterfront Property Services, LLC (dba Gator Dredging)

Education

B.S., Civil & Environmental Engineering, University of South Florida, Tampa, FL

Certifications

- FL Prof. Civil Engineer (Cert. No. 76049)
- NAVFAC / USACE Construction Quality Control Manager
- Confined Space Certified
- OSHA 30 Certified

Relevant Software Familiarity

- AutoCAD Land Desktop (2005)
- AutoCAD Civil 3D (2013-2024)
- HYPACK (2012-2024)
- DREDGEPACK (2012-2024)
- Trimble GPS Pathfinder
- Excel/Word/PowerPoint
- ANSYS
- ArcGIS
- ISCO Flowlink 5
- InfoSWMM
- PIPEFLO
- MapInfo

Professional Organizations

Florida Marine Contractor's Association (FMCA) – Tampa Bay Chapter Director (2018 to 2020)

Professional Awards

FMCA Executive Director's Award for 2019

Mr. McDougal is a Florida licensed Professional Engineer, chief/qualifying engineer at Gator Dredging and the Program/Project Manager for assigned projects. Mr. McDougal has over 20 years of experience working on marine, civil and environmental projects throughout the Southeastern United States. His experience includes marine project design/permitting, land development, stormwater management design, wastewater collection system design, analysis of wastewater treatment facilities and pump stations, wastewater collection system modeling/design, water quality testing and analysis, environmental permitting, surface water hydrologic and hydraulic modeling and environmental assessments.

With Gator Dredging, Mr. McDougal has designed and permitted over 2,000 marine and freshwater related projects through Local, State and Federal government agencies. The projects included residential shoreline channels and canals, residential boat dock areas, private and public marina basins, public navigation channels, City Maintenance Dredge Master Planning, shoreline stabilization/beach re-nourishment, tidal and non-tidal drainage creeks, environmental/restoration muck removal projects, dredge material management areas (DMMAs), and advanced dredge material dewatering and treatment systems including state-of-the-art nutrient removal technologies.

His representative project experience includes:

- Pinellas County – Post Idalia Emergency Dune Restoration
- Brevard County – Sykes Creek Muck Removal
- USACE – Folly Beach Emergency Renourishment South Carolina
- USACE – Horseshoe Cove 6-Foot Dredging Project
- USACE – Manatee Harbor DMMA Off-Loading 2020 Project
- USACE – Manatee Harbor Channel 40-foot Dredging Project
- Pinellas County – Lake Seminole Muck Removal
- Pinellas County – Lake Seminole DMMA
- Brevard County – Grand Canal Muck Removal
- SFWMD Pahokee Marina Emergency HAB Services
- Brevard County – Turkey Creek Muck Removal
- Kings Bay Restoration Project – Pilot Phase Permitting & Restoration
- Kings Bay Restoration Project – Phase I Permitting & Restoration
- Kings Bay Restoration Project – Phase II – IV Permitting
- Florida Power & Light - Turkey Point Cooling Canal Dredging
- USACE - Stevenson Creek Ecosystem Restoration
- City of Cape Coral – Citywide Master Canal Dredging
- Tierra Verde Island HOA - Shell Island Channel Dredging
- Tierra Verde Island HOA - Oceanview Channel Dredging
- Derecktor Shipyards Dania Beach – Marina Maintenance Dredging
- IGY Marinas Maximo Marina – Marina Maintenance Dredging
- City of Destin - Emergency Old Pass Lagoon Dredging
- Caribbean Isles HOA - Canal Dredging
- City of Oakland Park - Sleepy River North Dredging
- Skiwatch Estates – Ski Lake Dredging
- The Inlet's - Canal Dredging
- City of Largo - Alum Pond Sediment Removal
- Hillsborough County – Apollo Beach Channels, DMMA and Beach

Rusi P. Patel
General Manager / Project Manager

Education: B.S., Mechanical Engineering, The University of Texas, Austin

Relevant Software Familiarity
AutoCAD Land Desktop
SolidWorks
HYPACK
DREDGEPACK
Excel/Word/PowerPoint

Professional Affiliations

Western Dredging Association

Mr. Patel has over 15 years of experience working on dredging, oil and gas, environmental and marine projects throughout the United States. His experience includes administration and management of dredging operations, stormwater management and design, transportation/roadway design, environmental permitting, surface water hydrologic and hydraulic modeling, marine engineering, oil and gas capital and maintenance project management and permitting.

Mr. Patel's duties include administration and management of operations of a marine contracting company specializing in dredging services. Mr. Patel has completed or is administering over 50 projects located throughout the United States. Example projects include the following:

USCG Boat Basin Dredging
Nankin Lake Restoration Project
Island Moorings Canal Maintenance Dredging
Piper Channel Maintenance Dredging
USACE Port Isabel Canal Dredging
Big Spring, Balancing and Snyder Reservoir Dredging
Cole Ranch Lake Improvements Dredging
Cheniere Raw Water Lake Dredging
DuPont Biosolids Lagoon Dredging & Dewatering
DNR Yell Canyon Lagoon Dredging
Heckscher Boat Basin Dredging
Lake Bardwell Intake Channel Maintenance Dredging

His skills & experience for other projects include:

- Design, permitting and quality control for dredging, environmental restoration and DMMA (dredge material management area) projects
- Water quality and soil analysis for marine related work
- Gravity and mechanical dewatering of dredged sediments, including remediation and handling of water and solids
- Cut/fill volume calculations

Kyle Bulleit, P.E.

Quality Assurance (QA) Manager

Waterfront Property Services, LLC (dba Gator Dredging)

Education
B S., Civil Engineering,
University of Florida,
Gainesville, FL

Certifications

- FL Prof. Civil Engineer (Cert No. 92527)
- NAVFAC / USACE Construction Quality Control Manager
- OSHA 30 Certified
- FDEP Stormwater Management System Inspector

Relevant Software Familiarity

- AutoCAD Civil 3D (2013-2024)
- HYPACK (2012-2024)
- DREDGEPACK (2012-2024)
- Trimble GPS Pathfinder
- Trimble Business Center
- Excel/Word/PowerPoint

Professional Organizations
American Society of Civil Engineers (ASCE)

Mr. Bulleit is a Florida licensed Professional Engineer and QA Manager at Gator Dredging. Mr. Bulleit has 8 years of experience working in marine, civil, and environmental projects in Florida, Georgia, South Carolina, New Jersey, and New York. His experience includes large scale dredge operations, hydrographic survey, beach fill operations, marine project design/permitting, and construction quality control & management.

With Gator Dredging, Mr. Bulleit has overseen precise hydraulic and mechanical dredging operations on several large-scale projects. Several of these projects have been completed in the Southwest District of the Florida Department of Environmental Protection's territory. The projects included residential shoreline channels and canals, residential boat dock areas, private and public marina basins, tidal and non-tidal drainage creeks, environmental/restoration muck removal projects and public navigation channels.

His representative experience for marine & freshwater dredging/improvement/restoration projects include:

- USACE Folly Beach Renourishment South Carolina
- USACE Manatee Harbor DMMA Offloading 2023
- USACE Tampa Harbor Alafia River Maintenance Dredging
- Pinellas County Post Idalia Emergency Dune Restoration
- USACE - Horseshoe Cove, Maintenance Dredging
- USACE - Manatee Harbor DMMA Offloading 2020
- Pinellas County – Lake Seminole Muck Removal
- Brevard County – Grand Canal Muck Removal
- St. Johns County – Treasure Beach Canals Dredging
- SFWMD C-20 & C-21 Canals Dredging
- USACE – Martin County Beach Renourishment
- City of Dunedin – Marina Maintenance Dredging

His skills & experience for other projects in Florida include:

- Design, permitting and quality control for dredging, environmental restoration and DMMA (dredge material management area) projects
- Water quality and soil analysis for marine related work
- Beach nourishment design & shoreline stabilization design/repair
- Cut/fill volume calculations
- Dredging construction management / Safety management

Arnold "AJ" Hemphill

Site Safety and Health Officer (SSHO)

Waterfront Property Services, LLC (dba Gator Dredging)

Certifications

- Stormwater One – SWPPP Inspector
- EM-385 USACE 40 Hour Safety and Health
- 40HR Hazwoper Training
- OSHA 30 Certified
- OSHA 510 Construction Safety
- OSHA 511 Gen. Ind Safety and Health
- PEC Safe gulf/Safe land USA Training
- Industrial Rescue Scholl
- Red Cross TrainerInvestigation and Photography Training Univ of Texas
- Certified Occupational Specialist LSU
- Water Survival Training
- TWIC Card Certification Homeland Security

Relevant Software Familiarity

- Microsoft Office Suite
  - Word
  - Excel
  - Power Point
- Database Generation

Mr. Hemphill has over 23 years of Experience as an SSHO. Mr. Hemphill has experience in the following industries, dredging, the U.S. military, Industrial companies, municipalities, as well as the private sector.

With Gator Dredging, Mr. Hemphill develops health and safety plans, AHA's, APP, EHS policies, used on USACE, State, County, and Municipal projects. The projects included residential shoreline channels and canals, residential boat dock areas, private and public marina basins, public and federal navigation channels, DMMA projects, and remediation projects.

His representative project experience includes:

- Pinellas County – Post Idalia Emergency Dune Restoration
- Brevard County – Sykes Creek Muck Removal
- USACE – Folly Beach Emergency Renourishment South Carolina
- Pinellas County – Grand Canal
- USACE – Manatee Harbor DMMA Off-Loading 2023 Project
- USACE – Ray-Mark Stormwater Pumping Station
- Fort Hood – 69th ASA SSA Warehouse
- AIWW – Atlantic Intracoastal Waterway Port Royal Maintenance Dredging
- USACE – Topsail Beach Restoration Project
- USACE – U.S. Pentagon Construction Project Washington D.C.
- USACE – North Earl Ammunition Base
- USACE – Brazo Barbour Dredging and Pile Driving Project
- USACE – Southwest Passes Project
- USACE – Atchafalaya Dreding and Deepening Project
- Haztekinc – Covestro Chemical Plant Shutdown

Complete Site Source LLC

OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

RFB NO. 24-13-PW

November 26, 2024

212 Lakeside Lane Mary Esther, FL 32569

State# L19000224980

Limited Liability Corporation

Joshua Livingston
CBC1264507

850-572-6907

Completesitesource@gmail.com

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COMPLETE SITE SOURCE LLC

Joshua Livingston
Building Contractor
Complete Site Source LLC
850-572-6907
completesitesource@gmail.com

November 22, 2024

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
clerk@cityofdestin.com

Dear Mr. Bailey,

I submit herewith a proposal to conduct dredging operations in response to the Request for Bid 24-13-PW. The performance of this contract is to be performed under my direction as Building Contractor for Complete Site Source. The proposal herewith quantifies our experience as well as our understanding of the project to be respectfully considered when selecting a contractor. Thank you for your diligence in selecting a contractor for a project that will shape a waterway the City of Destin finds most important.

Sincerely,

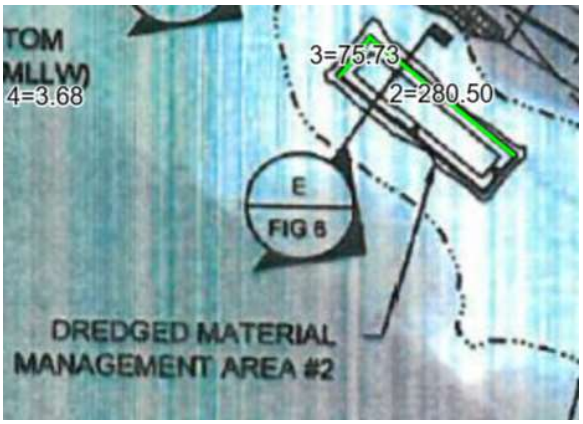
Joshua Livingston

Project Approach and Understanding

The City of Destin intends to return the Old Pass Lagoon Navigational Channel to permitted conditions with maintenance dredging. The project is located in the City of Destin inside Destin Harbor.

The permitted conditions are outlined in Federal and State permits No. 0288799-003-JC. To achieve the desired outcome a pre-dredge survey will be carried out and approximately 10,000 CY of material from two locations identified in the plans will be cut. DMMA 2 has a rough dimension of 75'x280' or 21,000 sq ft. This spoil site will incur 13.5' of dry compacted sand to which an alternate spoil cell is recommended. Advise use of alternate spoil site (165,000 sq ft.) as shown or similar in picture below. This will allow for sediment to be spread over a larger area with a rough increase of 2' over current grade. This area will be stabilized with berms and effluent from dredge monitored for turbidity and returned in a manner to not disturb current construction activities on Norriega Point.

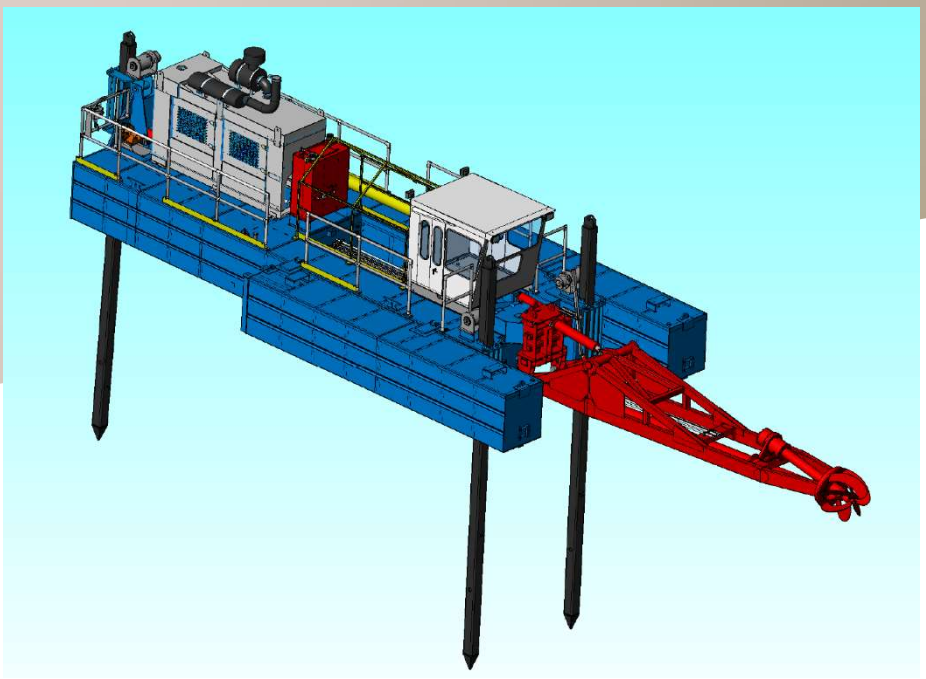
Proposed layout of DMMA2:



Possible Spoil Deposit Area:



The project will commence with a baseline pre-dredge survey. Once spoils from permitted area of interests are identified, work will begin with establishment of ingress and egress method for equipment entering designated work area for intake and management of spoils. The site will be prepared for dredging activity. A combination of 8inch HPDE hard pipe and flexible pipe will be routed from permitted dredging area with high visibility floats to discharge location. We will deploy an Ellicot 360SL 8" Swinging Ladder Dredge via travel lift and deliver on site. This unit is capable of dredging 150 cu yards per hour and offers a very agile solution for traversing the 200,000 sq. ft surface of the permitted dredge area.



Once effluent is pumped from the areas of concern, great care will be taken to manage discharge to capture sand and allow clean water to return to channel. This management is critical as to not disturb the construction project in process on Norriega point. Sand will be stockpiled and spread over a large area to maintain control of deposits over the course of the project. Once Hypack (precision GPS sensors aboard barge) and graded measurement probing confirm we are at permitted grade a second post dredge will be ordered to serve as either interim or as built survey. If survey



concludes that elevations are acceptable, and volume calculations are within tolerance, demobilization will commence. Final cleanup and acceptance of project will lead to closeout and successful completion.

Our commitment to excellence in providing the highest level of performance on projects is noticed by our perfect track record with multiple municipalities. We are a local contractor committed to providing a service that is sensible as well as sensitive to the environment. We will file the NDPES permit with Florida DEP for land disturbance, as well as develop and maintain a Stormwater Pollution Prevention Plan. This plan will have weekly inspections by a certified inspector. In addition to our SWPP we will monitor turbidity and have sediment quality assurance and quality control. Finally, with this project taking place between February and September, we will monitor shore bird and turtle activity to mitigate the possibility of disturbance. As former local charter and commercial fishermen, we understand the landscape of the Destin harbor and realize the significance of completing the work by April.

Relevant experience



Navy Federal Credit Union Pond 4 Rehabilitation

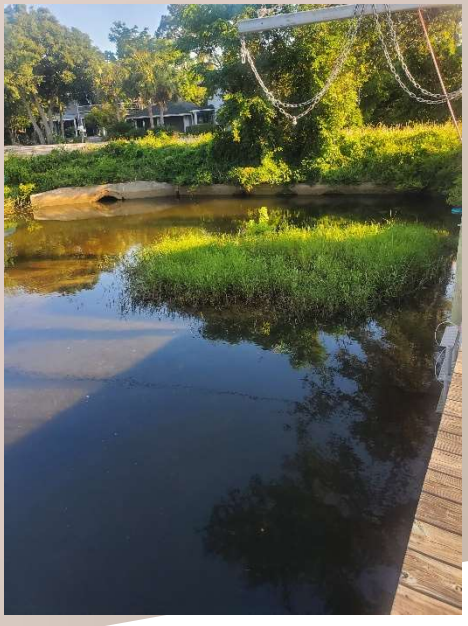
The project consisted of the removal of 6,500 cubic yards of sediment upland into a constructed spoil site. Drying, haul-off and post hydrographic survey, turbidity and erosion control measures and the transport of all removed materials and the repair of property due to construction.

Cost of construction: $1,200,000





Boone Bayou Sediment Removal Project Santa Rosa ITB 22-019



The project consisted of the removal of 1,000 cubic yards of sediment and the replacement of 100 cubic yards of stone rip-rap, post hydrographic survey, turbidity and erosion control measures and the transport of all removed materials and the repair of adjacent properties due to construction.

Cost of construction: $300,000







<u>Villa Venyce Entrance Maintenance Dredging Project</u> Santa Rosa ITB 22-051

Construct a spoil cell to receive dredge material and install necessary turbidity and erosion control measures. Perform hydraulic maintenance dredging of approximately 1,000 cubic yards of material along the navigation channel of Grand Canal Channel and within the Villa Venyce Channel System. Remove unsuitable materials from the site and legally dispose. Remove and replace 5 existing channel markers in Santa Rosa Sound.

Cost of construction $770,000





Organization and Staffing

Don Livingston

Owner and operator, with over 30 years of experience in site work and excavation to include cell phone tower construction, marine construction, grading, grubbing and dredge operations. Possesses class A CDL. Will be a full-time participant as the on-site Supervisor.

Josh Livingston

Contractor with 15 years of project management experience, over 5 years in the Marine Corps, civil service, and 4 years as a Florida licensed Building Contractor. Four years of work in the marine construction industry to include design and development of dredge operations, various successful commercial projects with Santa Rosa and Okaloosa County. Will be a full-time participant as the Project Manager.

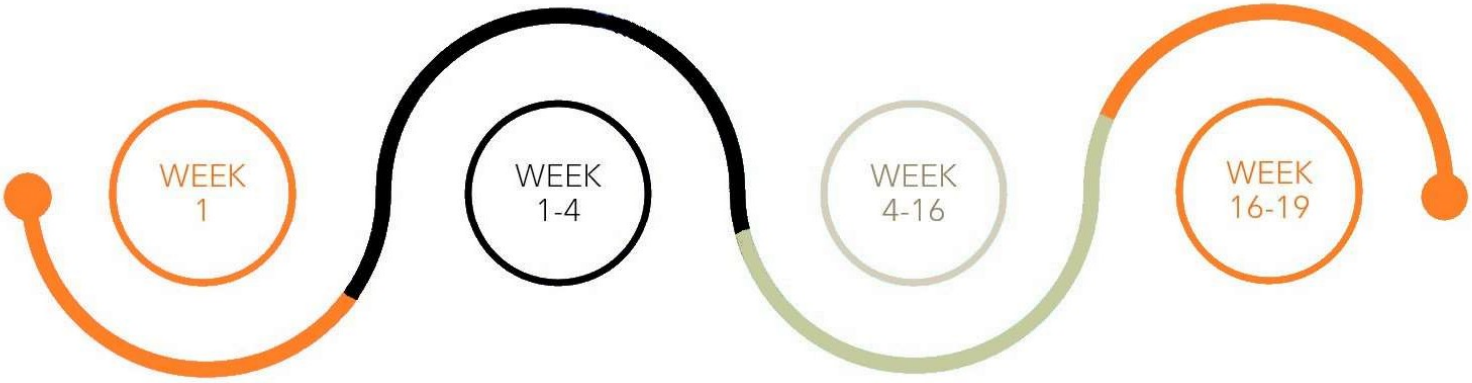
Joseph Livingston

Foreman and heavy equipment operator with 6 years of site work experience. To include cell phone tower construction, tower climber, marine construction, grading, grubbing, and dredge operator. Possesses class A CDL.

Destyn Dreading

Licensed truck driver and heavy equipment operator. Possesses class A CDL with 4 years' experience driving pump out trucks and operating various pieces of heavy equipment.

Project Roadmap



MILESTONE

Execution of contract

MILESTONE

Site setup to include pre hydrographic survey, spoil cell construction, pipe fusion

MILESTONE

Setup Ellicot dredge, connect pipe, dredge the permitted areas for approx. 10,000 cu yds, dewater and smooth spoil cell

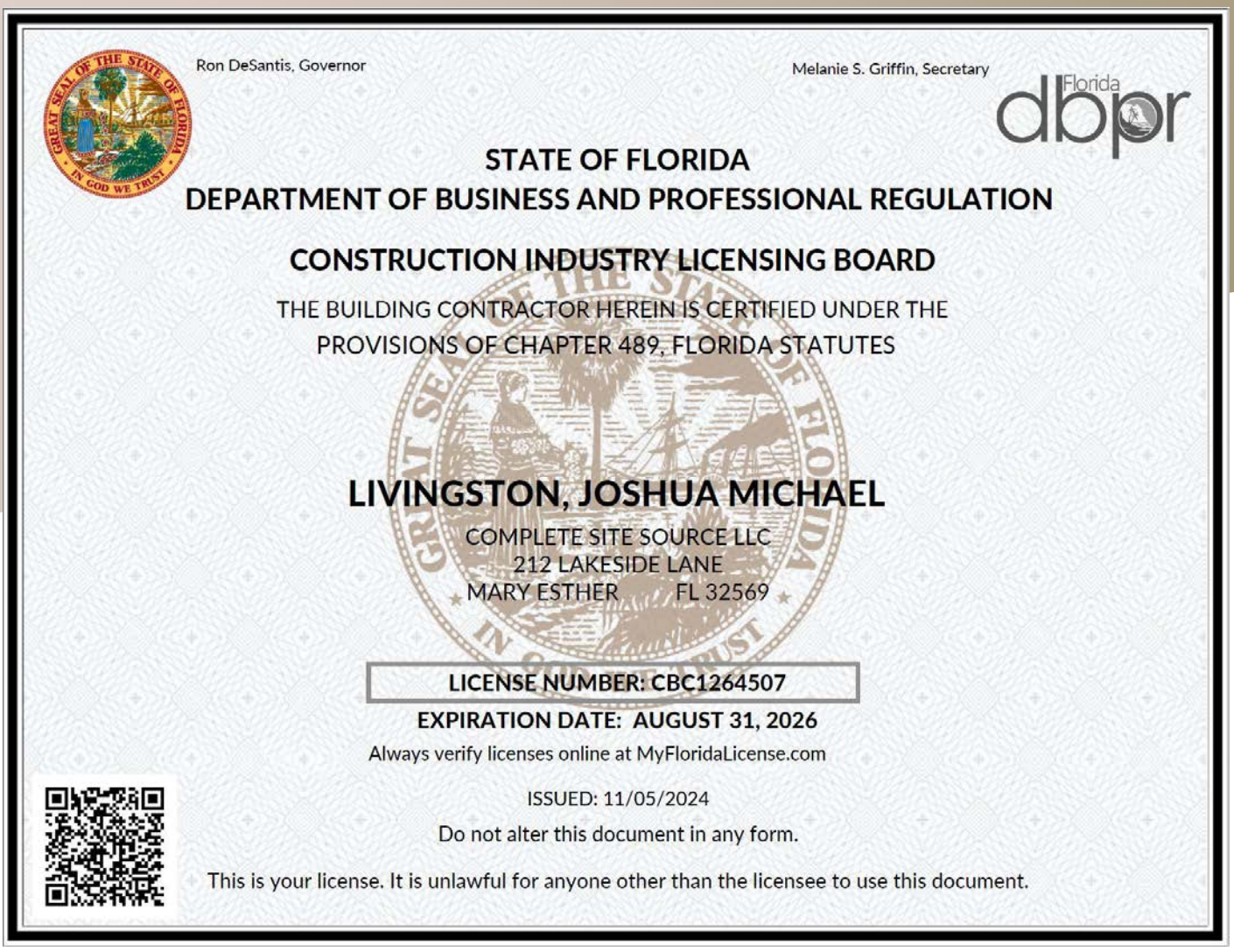
MILESTONE

Deliver post hydrographic survey, remediate and closeout project to include site restoration and acceptance of project

DISASTER RECOVERY AND SECURITY

Complete Site Source is a small, family-owned business with minimal reliance on IT infrastructure. In the event of a disaster that inhibits the use of electronic devices in person planning and strategizing will take place. As such, Complete Site Source website is not utilized for any day-to-day operations. Important files to include plans, strategy, milestones etc. are all kept secure in filing cabinets at two separate physical locations. In the event of a forecasted natural disaster, operations will be halted, site secured, and equipment relocated inland at our storage facility in DeFuniak Springs, FL.

Contractor License



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LIVINGSTON, JOSHUA MICHAEL

COMPLETE SITE SOURCE LLC
212 LAKESIDE LANE
MARY ESTHER FL 32569

LICENSE NUMBER: CBC1264507

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/05/2024

Do not alter this document in any form.

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

Proof of Insurance

COMPSIT-01 MSOBONYA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2024

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

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

PRODUCER	CONTACT NAME:	
Hub International Gulf South 1311 Spring Street, Suite A Gulfport, MS 39507	PHONE (A/C, No, Ext): (228) 897-6700	FAX (A/C, No): (228) 897-6711
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Complete Site Source, LLC 212 Lakeside Lane Mary Esther, FL 32569	INSURER A : Great American Insurance Company - Canada	
	INSURER B : American Interstate Insurance Company	31895
	INSURER C : Federal Insurance Company	20281
	INSURER D : Century Surety Company	36951
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			OML512612501	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIMITED POLL MA	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		AVWCFL3272642024	5/1/2024	5/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Commercial Inland Ma			4547-19-56	10/1/2024	10/1/2025	Scheduled Equipment	671,505
D	Marine - Hull			CCP1214779	5/1/2024	5/1/2025	P&I	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Workers Compensation evidenced on this certificate include Maritime Liability Coverage.

CERTIFICATE HOLDER	CANCELLATION
The City of Destin 4200 Indian Bayou Trail Destin, FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Greg Cullom

ACORD 25 (2016/03)

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Price Proposal Sheet

Item #	Item Description	Unit Price
1	Mobilization	$220,000.00
2	Erosion Control (Silt fence, turbidity curtains, etc.)	$35,000.00
3	Construct Spoil Cell (Maintain and Smoothing)	$75,000.00
4	Hydrographic Surveys (Pre, interim, as built)	$45,000.00
5	Permitting, SWPP, Turbidity monitoring, Sediment QA/QC, wildlife monitoring and controls	$65,000.00
6	Dredging (based on 10,000 cu yds.)	$370,000.00
TOTAL		$810,000.00

RFB NO. 24-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: Joshua Livingston Partnership ☐

Address: 212 Lakeside Ln Individual ☐

City, State, Zip: Mary Esther, FL 32569 Other ☒

Telephone No.: 850-572-6907

Email: completesitesource@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   Complete Site Source, LLC

   The address of the principal place of business is:

   212 Lakeside Ln

   Mary Esther, FL 32569

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: 9-5-19

b. Name, address and ownership units of all partners:

Don Livingston, III
212 Lakeside Ln
Mary Esther, FL 32569

c. State whether general or limited partnership: Limited

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

5 years

Under what other former names has your organization operated?

NONE

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

See page 13 of proposal

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See page 10 of proposal

10. State the name of the individual who will have personal supervision of the work:

Don Livingston III

11. State the name and address of attorney, if any, for the business of the responsive bidder:

N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Complete Site Source

212 Lakeside Ln

Mary Esther, FL 32569

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	3
	Total Work (a +b):	8

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Navy Federal Credit Union		
251 Mary Esther Blvd, Suite C1		
Mary Esther, FL 32569		
888-842-6328		

16. What will be your turnaround time for written responses to City inquires?

1-2 bussiness days

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Contractor

Subscribed and sworn to before me

This 22 day of NOV., 2024

ASHLEY LOGSDON
Notary Public-State of Florida
Commission # HH 519559
My Commission Expires
August 18, 2028

_____
Notary Public (Signature)

My Commission Expires: 08/18/2028

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 2
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 Old Pass Lagoon Navigational Channel Dredging Project

2. This sworn statement is submitted by Complete Site Source whose business address is 212 Lakeside Ln. Mary Esther, FL 32569

and (if applicable) Federal Employer Identification Number (FEIN) is 90-2225976 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Joshua Livingston and my relationship to the entity named above is Contractor

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)

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

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

____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)

X 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: 11-22-24

(Signature)

STATE OF FLORIDA
COUNTY OF Okaloosa

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 22 day of NOV., 2024, and is personally known to me, or has provided Driver's License as identification.

_____
Notary Public

My Commission expires: 08/18/2028

END OF SECTION

ASHLEY LOGSDON
Notary Public-State of Florida
Commission # HH 519559
My Commission Expires
August 18, 2028

RFB NO. 24-13-PW
ATTACHMENT NO. 3
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: Complete Site Source

ADDRESS: 212 Lakeside Ln.

CITY: Mary Esther STATE: FL ZIP CODE: 32569

TELEPHONE NUMBER: 850-572-6907

SIGNATURE: [signature] DATE: 11-22-24

NAME (TYPED OR PRINTED): Joshua Livingston

TITLE: Contractor

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Complete Site Source Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of (five percent (5%) of the Contract Bid) $40,500.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 22 day of November, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

Joshua Livingston

By: _____ (L.S.)

Title: Contractor

Attest: _____

Signature and Title

Surety (Print Full Name):

_____

(Seal) Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Title: _____

Attest: _____

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Joshua Livingston (insert name) as Contractor (insert title) on behalf of Complete Site Source (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Complete Site Source (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Complete Site Source (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Joshua Michael Livingston
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF Florida
COUNTY OF Okaloosa

SWORN TO AND SUBSCRIBED before me X in person or ____ remote notarization by Joshua Livingston as Contractor on behalf of Complete Site Source, who is personally known to me or who produced Driver's License as identification this 22 day of NOV., 2024.

Notary Public

(Notary Seal)

ASHLEY LOGSDON
Notary Public-State of Florida
Commission # HH 519559
My Commission Expires
August 18, 2028

RFB NO. 24-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Complete Site Source
Bidder's Company Name

212 Lakeside Ln.

Mary Esther, FL 32569
Address

850-572-6907
Phone #

90-2225976
Federal ID # or SS #

Authorized Signature

Joshua Livingston
Authorized Signatory (Print Name)

Contractor
Title

Fax #

RFB NO. 24-13-PW
EXHIBITS A-B

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

Exhibit B – Civil Design Plans

Price Proposal Sheet

Item #	Item Description	Unit Price
1	Mobilization	$220,000.00
2	Erosion Control (Silt fence, turbidity curtains, etc.)	$35,000.00
3	Construct Spoil Cell (Maintain and Smoothing)	$75,000.00
4	Hydrographic Surveys (Pre, interim, as built)	$45,000.00
5	Permitting, SWPP, Turbidity monitoring, Sediment QA/QC, wildlife monitoring and controls	$65,000.00
6	Dredging (based on 10,000 cu yds.)	$370,000.00
TOTAL		$810,000.00

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

PART I Bid submitted by:

Company: Complete Site Source

Address: 212 Lakeside Ln.

City & State: Mary Esther, FL 32569 Zip Code: 32569

Telephone: (850) 572-6907 E-mail: complesitesource@gmail.com Fax: ( )

Number of Years in Business: 5 Contact Name Joshua Livingston

PART II Bidding RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT, as follows:

Cubic yard placed cost	$ 37.00
Total Cost based on 10,000 CY	$ 810,000.00

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Joshua Livingston, Contractor
(Print or Type)

Signature:

Date of Bid: 11-22-24

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 23-11-PW OLD
PASS LAGOON NAVIGATIONAL CHANNEL
DREDGING PROJECT

November 4, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location and design of DMMA #2.
2. Copy of State permit No. 0288799-003-JC

Clarifications:

3. Winning bidder shall be responsible for turbidity monitoring, sediment testing QA and QC, and nesting shore bird monitoring.
4. There is another active construction project on Norriega Point, the winning bidder will need to coordinate their work with the park project contractor.

The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Joshua Livingston
Print Name

Signature

11-22-24
Date

NAVY FEDERAL Credit Union

PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

68-7497
2560

Cashier's Check

Serial No.	Account No.	Date	Amount
0460546572	******0918	11/25/24	$**********40500.00

Pay to the Order of CITY OF DESTIN

REMITTER: SHELLEY D LIVINGSTON

Authorized Signature

MP

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⑆256074974⑆ 280912 ⑈002

COVER SHEET

BID FOR:

RFB NO. 24-13-PW – OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

Bid Opening Date: 9/26/2024
Bid Opening Time: 2:00 p.m. CDT

BID SUBMITTED BY:

Coastal Dredging Company, Inc.
19128 Robert Road, Hammond, LA 70401
CGC1526238

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TRANSMITTAL LETTER

Coastal Dredging Company, Inc. (CDC) is a small business providing primarily marine dredging and construction services throughout the Southeastern United States. The founders and incorporators of CDC have more than 70 years of experience in the marine construction and dredging industry. CDC was formed and incorporated in September, 1996 with the sole purpose of performing marine related construction projects. Our focus is primarily on inland and coastal navigation and oilfield and refinery channel dredging, wetlands restoration and mitigation, beach and dune reclamation and nourishment, habitat enhancement projects, levee construction, pile driving, and installation of water control structures.

CDC's establishment in the heavy civil construction industry is built on a foundation of beliefs and commitments that focus on the development of strong client contractor partnerships fostered through exceptional planning, communication, and overall performance of the works. CDC understands that its overall performance is reviewed on a day-by-day basis by our clients which is why our management teams are trained to constantly review our processes, and to identify areas in which we may improve. CDC understands that excellent performance is a derivative of excellence in leadership, safety, and equipment and it is our goal to constantly strive for greatness in these areas. CDC's proven methods have allowed the Company to produce hundreds of successful construction projects in a timely manner while staying on budget and providing a safe working environment for CDC's employees, subcontractors, clients, and the general public.

CDC has historically based operations along the Gulf coast as well as inland waterways, lakes, and private facilities throughout Texas, Louisiana, Mississippi, Alabama, and Florida. CDC's reputation as a quality marine contractor throughout its operating footprint is built upon the satisfaction of its customers. The care that CDC puts into each and every project each and every day has fostered lasting relationships which have led to a large amount of repeat business including Federal, State, local, and private organizations during our twenty-five years in business.

Our company's continued growth and expansion, coupled with our proven record of consistently providing timely completion of services with a high degree of customer satisfaction have driven our bonding ability up to a current maximum $50 million single project limit and $100 million aggregate for all ongoing work.

Coastal Dredging Company, Inc. is pleased to provide the enclosed bid package which identifies pertinent Company experience and resources that apply to the Old Pass Lagoon Navigational Maintenance Dredging Project. We hope that this submittal answers any questions you may have regarding our Company. It is our pleasure to expand on any of the enclosed information at your request.

Sincerely,

Thomas P. Kilbride, President

COMMITMENT TO PERFORM THE WORK

CDC is committed to perform the work. As evidence of CDC's commitment to the work CDC has furnished the enclosed information relative to the RFB inclusive of a bid bond in the amount of 5% of the total amount bid.

UNDERSTANDING OF THE WORK TO BE DONE, INCLUDING APPROACH, NOTIONAL SCHEDULE, ASSUMPTIONS, CONTINGENCIES, AND MITIGATING FACTORS

The work to be done includes shallow-draft navigational channel dredging in Old Pass Lagoon, an area adjacent to the East Pass Entrance Channel frequented by small to medium size pleasure craft as well as some small commercial vessels. The approximate quantity of material to be removed is 10,000 cubic yards to depths ranging from six (6) to twelve (12) feet Mean Lower Low Water plus an additional allowable overdepth dredge tolerance of two (2) feet.

All material will be dredged with a hydraulic cutter suction dredge typical of a small dredge project. The dredged slurry will be transported to the specified and permitted upland Dredged Material Management Area No. 2 (DMMA 2) at Noriega Point via a combination of floating pipeline (directly behind the dredge to assist with movement in the channel), submerged pipeline, and shore pipeline.

CDC will begin preconstruction activities immediately upon Owner notification of award, and notice to proceed. CDC will notify the United States Coast Guard (USCG), Eighth District of the marine work via Local Notice to Marines. CDC will request utility locates for all dredge, access, and excavation areas, and post signage at local marinas identifying project areas and passing protocols.

Prior to dredging and placement CDC will utilize upland earthmoving equipment such as a medium sized hydraulic excavator and/or D-4 (or similar sized) bulldozer to construct the small berm structure at DMMA 2, and to manage the dredge outfall pipe. Existing material will be utilized to construct the containment features.

Once DMMA 2 has been prepared to accept dredged materials, CDC will commence dredging activities heading inbound on the red side of the channel from approximate channel STA 3+00 to approximate channel STA 12+00 before setting back to STA 3+00 offset approximately 120 FT to the port side of the dredge. The majority of the area channel will require only two (2) dredge cuts to complete with the exception of the channel widener at approximate channel STA 9+00. A submerged pipeline will be placed from Noriega Point directly to the start location outside of the navigational channels. Approximately 1,000 feet of floating pipeline will be utilized directly behind the dredge to allow the Project to be completed in two (2) dredge events. Once dredging from approximate channel STA 3+00 to approximate channel STA 12+00 is completed, CDC will relocate or remove the submerged pipeline and finish the remaining dredging near STA 16+00 while additional shore and submerged pipeline is added from DMMA 2 east to the next dredge cut. Dredging will continue heading east, making two cuts wide until all slack in the floating pipeline is extended, then the dredge will shut down, and crews will add additional submerged pipeline behind the dredge 500 or 1,000 feet at a time.

All work hour restrictions will be adhered to including work restrictions during specified holidays and night-time work. CDC will provide staffing during these times to ensure the safety of the equipment and Project site.

CDC is committed to safely and efficiently completing the work, and will abide by all local, state, and Federal safety provisions such as the inland "rules of the road" set forth by the USCG as well all pertinent requirements of the OSH Act set forth by the United States Occupational Safety and Health Administration (OSHA), and the United States Army Corps of Engineers (USACE) EM 385-1-1 safety manual. All equipment will be safety checked, properly situated, and marked.

CDC's Notional Schedule includes the following approximate dates to achieve completion milestones:

Mobilization to the site via marine tow:	January 10 – January 31
Site mobilization (Pipe & DMMA preparation):	February 1 – February 10
Hydraulic dredging with disposal at DMMA 2:	February 10 – April 10
Restore DMMA 2 and access locations to existing conditions:	April 11 – April 15
Substantial Completion:	April 15
Review and complete punch list items:	April 16 – April 30
Final Completion:	April 30

CDC assumes that marine work may be slowed due to work hour restrictions, and channel traffic movements. CDC assumes that upland work may require coordination with other contractor(s) onsite who are performing work for the City of Destin.

CDC has included contingencies and mitigating factors in this bid to ensure the work is completed to the Owner's satisfaction. CDC has reduced production estimates/expectations due to work hour restrictions. CDC will position the dredge, and plan dredge cuts to mitigate downtime for vessel traffic by dredging inbound, and swinging the dredge to the starboard corner to allow vessels to travel on the far side. On the final cut CDC will relocate the entire dredge as necessary or install a submerged pipeline crossing the channel at approximate channel STA 13+00 in deeper water to allow safe passage for vessels. CDC will add shore pipe crossing locations by burying or ramping the pipeline to provide access for the other contractor(s) onsite.

DELINEATING FEATURES THAT ARTICULATE WHY IT IS THE BEST QUALIFIED FIRM TO PERFOR THE WORK (E.G. BIDDER'S QUALIFICATIONS, COMPETENCE, AND CAPACITY FOR THE CONSTRUCTION PROPOSED IN THIS RFB)

CDC has successfully completed small-scale and large-scale dredging Projects all along the United States Gulf Coast to Florida's East Coast. Ongoing and recently completed projects range in magnitude from under one million dollars ($1MM) to over twenty-five million dollars ($25MM). Customers range from private parties (shipyards, drydocks, private canals) to Federal ship channels with depths from less than five (5) feet to over forty (40) feet.

CDC has recently completed similar projects such as the Greer Island Spit Management Project for the Town of Longboat Key, FL; Graveline Bay Marsh Restoration for the Town of Dauphin Island, AL; Eastpoint Channel Dredging and Beneficial Use Project in Eastpoint, FL; Federal Navigation Channel Dredging in Two Mile, FL as well as Dauphin Island, AL; Several dredging and marsh creation projects for the State of Louisiana's Coastal Restoration and Protection Authority, and many more. CDC would be more than happy to provide additional project information and references upon request.

CDC's fleet of medium sized, sixteen-inch (16") discharge dredges is ideal for efficiently completing projects of this nature. CDC's operational and administrative (safety) staff has proven time and again that CDC is able to conduct inland marine construction projects in proximity to recreational boaters in a safe and efficient manner.

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

PART I Bid submitted by:

Company: Coastal Dredging Company, Inc.

Address: 19128 Robert Road

City & State: Hammond, LA Zip Code: 70401

Telephone: (985) 956-7331 E-mail: Tommy@coastaldredging.net Fax: (985) 956-7332

Number of Years in Business: 28 Contact Name Thomas Kilbride

PART II Bidding RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT, as follows:

Cubic yard placed cost	$
Total Cost based on 10,000 CY	$

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Thomas Kilbride, President
(Print or Type)

Signature:

Date of Bid: 11/26/2024

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

COMPLETED FORMS [REFERENCE RFB ATTACHMENTS]

RFB NO. 24-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☑

Name: Coastal Dredging Company, Inc. Partnership ☐

Address: 19128 Robert Road Individual ☐

City, State, Zip: Hammond, LA 70401 Other ☐

Telephone No.: 985-956-7331

Email: Tommy@coastaldredging.net

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:
Coastal Dredging Company, Inc.

The address of the principal place of business is:
19128 Robert Road, Hammond, LA 70401

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: 9/16/1996

b. State of Incorporation: Louisiana

c. President's name: Thomas Kilbride

d. Vice President's name: _____

e. Secretary's name: Hunter Kilbride

f. Treasurer's name: _____

g. Name and address of Resident Agent: Thomas Kilbride

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

28 Years.

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CGC1526238

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

Yes. USACE, New Orleans District, Bayou Sorrel Locks Dredging. This Contract was terminated for the convenience of the Government due to abnormally high water conditions and dangerous conditions (currents) at the site. Construction 4/2018-7/2020.

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Thomas Kilbride, President - 44 Years experience

Curtis Huggins, Operations - 44 Years experience

Jamie Verdin, Operations - 24 Years experience

Justin Chorlog, Sr. Project Manager - 16 years experience

10. State the name of the individual who will have personal supervision of the work:

Curtis Huggins & Jamie Verdin

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Scialdone Law Firm, PLLC

1319 24th Ave, Gulfport, MS 39501

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Thomas Kilbride, 50%

Allen Warriner, 50%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Coastal Dredging Company, Inc.

19128 Robert Road, Hammond, LA 70401

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	1
b.	Non-Governmental Related Work	8
	Total Work (a +b):	9

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Hancock Whitney,	700 SW Railroad Avenue, Hammond, LA 70403,	985-549-6624

16. What will be your turnaround time for written responses to City inquires?

Two to three business days.

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) President

Subscribed and sworn to before me

This 21 day of November, 20 24

_____
Notary Public (Signature)

My Commission Expires: for Life

TERRI CROSBY
NOTARY PUBLIC - LOUISIANA
#051240
MY COMMISSION IS FOR LIFE

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 2
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 RFB 24-13-PW, Old Pass Lagoon Navigational Channel Dredging Project.

2. This sworn statement is submitted by Coastal Dredging Company, Inc. whose business address is 19128 Robert Road, Hammond, LA 70401.

and (if applicable) Federal Employer Identification Number (FEIN) is 72-1338242 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Thomas Kilbride 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.)

Thomas Kilbride, President
(Signature)

Date: 11-21-24

STATE OF FLORIDA
COUNTY OF Tangipahoa

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 21 day of November, 2024, and is personally known to me, or has provided Known to me as identification.

Notary Public

My Commission expires:

END OF SECTION

TERRI CROSBY
NOTARY PUBLIC - LOUISIANA
#051240
MY COMMISSION IS FOR LIFE

RFB NO. 24-13-PW
ATTACHMENT NO. 3
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: Coastal Dredging Company, Inc.

ADDRESS: 19128 Robert Road

CITY: Hammond STATE: LA ZIP CODE: 70401

TELEPHONE NUMBER: 985-956-7331

SIGNATURE: _____ DATE: 11-21-24

NAME (TYPED OR PRINTED): Thomas Kilbride

TITLE: President

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Coastal Dredging Co., Inc. Principal, and *as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) Five Percent (5%) of Total Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

*Philadelphia Indemnity Insurance Company

Signed, this 26th day of November, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 2.2 All bids are rejected by Owner, or
   - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):	Surety (Print Full Name):
Coastal Dredging Co., Inc.	**Philadelphia Indemnity Insurance Company**
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: _____
	Signature (attach power of attorney)
Title: President	Title: Mary Catherine Turner, Attorney-in-Fact
Attest: Brittany Cortese Treasurer	Attest: K Salassi
Signature and Title	Katie Salassi, Assistant Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Garrett Turner, Mary Catherine Turner, Meghann Catherine Turner & Ronald T. Turner of Surety Bond Brokers, LLC,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$100,000,000.00.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of November, 2024.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RFB NO. 24-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Thomas Kilbride (insert name) as President (insert title) on behalf of Coastal Dredging Company, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Coastal Dredging Company, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Coastal Dredging Company, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Thomas Kilbride
Title: President
Nongovernmental entity: Coastal Dredging Company, Inc.
Date:

STATE OF Louisiana
COUNTY OF Tangipahoa

SWORN TO AND SUBSCRIBED before me ✓ in person or ____ remote notarization by ____ as Owner on behalf of Thomas Kilbride, who is personally known to me or who produced ____ as identification this 21 day of November, 2024.

Notary Public

(Notary Seal)

TERRI CROSBY
NOTARY PUBLIC - LOUISIANA
#051240
MY COMMISSION IS FOR LIFE

RFB NO. 24-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Coastal Dredging Company, Inc.
Bidder's Company Name

Authorized Signature

Thomas Kilbride
Authorized Signatory (Print Name)

19128 Robert Road, Hammond, LA 70401
Address

President
Title

985-956-7331
Phone #

985-956-7332
Fax #

72-1338242
Federal ID # or SS #

COASMAR-05 CMEHRTENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2024

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

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

PRODUCER	CONTACT NAME: Jessica Guidry	
Acrisure Texas Risk Advisors & Insurance Services, LLC 5057 Keller Springs Rd. Suite 200 Addison, TX 75001	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: JHGuidry@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire & Casualty Company	13021
INSURED	INSURER B : Houston Specialty Insurance Company	12936
Coastal Dredging Company, Inc. P O Box 3085 Hammond, LA 70404	INSURER C : Underwriters at Lloyd's, London	15792
	INSURER D : Manufacturers Alliance Insurance Company	36897
	INSURER E : Stratford Insurance Company	40436
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			TRC415575	7/14/2024	7/14/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			HSLR180465409	7/20/2024	7/20/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			TRC415577	7/14/2024	7/14/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 25,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A		0632638Y	7/14/2024	7/14/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Hull & Machinery			TRM415576	7/14/2024	7/14/2025	Agreed Value	
E	P&I			TRM415576	7/14/2024	7/14/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Addendum Pages to this Certificate for Additional Coverage Information.

CERTIFICATE HOLDER

"INSURED COPY"
Sample- Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jimmy Irwin

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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Texas Risk Advisors & Insurance Services, LLC	Coastal Dredging Company, Inc. P O Box 3085 Hammond, LA 70404 St Tammany
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Addendum
Vessel Pollution Liability - Policy #V1395024, $1,000,000 Per Occurrence, 7/14/2024 to 7/14/2025 - Carriers: Accredited Surety and Casualty Co., Inc., Great American Insurance Co., Starr Indemnity & Liab Co. & Ascot Ins. Co.

Inland Marine/Contractor's Equipment - Policy #B1368NG03185A23 - 7/14/2024 to 7/14/2025 - Carrier: Underwriter's at Lloyd's, London

MEL & USL&H Workers' Compensation - Policy #ALMA0140909 - 7/14/2024 to 7/14/2025 - Carrier: American Longshore Mutual Association

The Certificate of Insurance to which this addendum is a part of does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon. If any provisions of this addendum conflicts in whole or in part with the terms of the insurance policy(ies), then the provisions of the insurance policy(ies) will prevail.

Named Insureds
Coastal Dredging Company, Inc.
Coastal Marine Contractors, LLC
Pearl River Navigation, LLC
Bayou Savage Land Co., LLC
TPK Holdings, LLC

Navigation Limits: Inland and Coastal waters of the US Gulf Coastal states from Brownsville, TX to St. Lucie Inlet, FL including East Naples Bay, FL and Intercoastal Waterways, Lakes, Bays, and Sounds of Louisiana, Mississippi, Texas and Alabama.

Hull
American Institute Hull (June 6, 1977)
Primary and Non-Contributory
Additional Insured/Waiver of Subrogation (Blanket) as per written contract.

P&I, Collision/Towers
SP-23 Form
Primary and Non-Contributory
Additional Insured/Waiver of Subrogation (Blanket) as per written contract.
P&I is a per occurrence policy, including Crew coverage, Jones Act and Death on the High Seas. Including new and/or added and/or acquired and/or chartered and/or managed vessels automatically held covered.

Vessel Pollution Liability
Pollution is a per occurrence policy.
Additional Insured/Waiver of Subrogation (Blanket) as per written contract.

Marine Comprehensive General Liability
Contractual Liability
Including Products/Completed Operations
Limited Pollution Buyback (72 hour) Endorsement
Primary and Non-Contributory
Including Blanket Waiver of Subrogation as required by written contract
Including Blanket Additional Insureds as required by written contract
Including Action/Over Indemnity Buyback
Gulf of Mexico Extension

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AGENCY CUSTOMER ID: COASMAR-05 CMEHRTENS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Acrisure Texas Risk Advisors & Insurance Services, LLC		Coastal Dredging Company, Inc. P O Box 3085 Hammond, LA 70404 St Tammany
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

In Rem
Ship Repairer's Legal Liability

Workers' Compensation
Limited Other States Insurance
U.S. Longshoremen's & Harbor Workers Act
Blanket Waiver of Subrogation as required by written contract
Alternate Employer Blanket as required by written contract
Gulf of Mexico Extension
Outer Continental Shelf Lands Act
Maritime Employers Liability

Commercial Automobile Liability
Blanket Waiver of Subrogation as required by written/signed contract
Blanket Additional Insured as required by written/signed contract

Umbrella
Per Occurrence, Follows Form over primary General Liability, Automobile Liability, Employers Liability, Protection & Indemnity, and Vessel Pollution
Additional Assured/Waiver of Subrogation (Blanket) as required by written contract.

Inland Marine/Contractor's Equipment
Scheduled Equipment TIV as per schedule on file.
Waterborne
Rented/Leased From Others: $300,000 Limit
Deductibles:
Items $30,000 or Less - $5,000 Any One Accident or Occurrence
Items $30,000 to $250,000 - $10,000 Any One Accident or Occurrence
Items Over $250,000 - $25,000 Any One Accident or Occurrence
All Items – Maximum Deductible - $25,000 Any One Accident or Occurrence
Windstorm: $50,000 Any One Accident or Occurrence
Waterborne: $25,000 Any One Accident or Occurrence
Specific Loss Payee Endorsement
30 Days Notice of Cancellation

Schedule of Vessels:
SYDNEY GRACE: Work Boat - Hull $170,000
CHOPPER: Work Boat - Hull $170,000
BOUT TIME: Work Boat - Hull $125,000
Harper Leigh: Work boat - Hull $75,000
BRITTANY K: Crew Boat - Hull $75,000
SAMANTHA MARIE: Work Boat - Hull $75,000
AIRBOAT #1: Airboat - Hull $41,000
Airboat #3: Airboat - Hull $65,000
Airboat #4: Airboat - Hull $65,000
Airboat #5: Airboat - Hull $65,000
LIVING QUARTERS: Living quarter barge – Hull $225,000
FAT BOY: Spud Barge - Hull $10,000
LDM100: Spud Barge - Hull $100,000

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AGENCY CUSTOMER ID: COASMAR-05 CMEHRTENS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Texas Risk Advisors & Insurance Services, LLC	Coastal Dredging Company, Inc. P O Box 3085 Hammond, LA 70404 St Tammany
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CDC Booster Barge: Spud Barge - Hull $75,000
GAZAP: Dredge - Hull $850,000
LILLIE: Dredge Barge - Hull $1,350,000
CLEDUS: Dredge Barge - Hull $1,250,000
COASTAL ROSE: Dredge Barge - Hull $2,200,000
MR KEVIN: Dredge Tender - Hull $125,000
MR LANDON: Push Boat – Hull $170,000
J-ROB: Dredge Tender - Hull $180,000
MR CADEN: Dredge Tender - Hull $200,000
A-FRAME BARGE NO. 1: A-frame barge - Hull $100,000
MM O1 Booster Barge: Spud Barge - Hull $125,000
CDC 001 Work Barge: Work Barge - Hull $85,000
CDC 002 Work Barge: Work Barge - Hull $85,000
CDC 003 Work Barge: Work Barge - Hull $85,000
CBR 158 Living Quarters Barge - Hull $265,000
BS-01 Spud Barge - Hull $125,000
Idler Barge #1 Barge - Hull $175,000
Miss Gracie – Dredge Tender – Hull: $200,000
John Cooper - Dredge Tender – Hull: $280,000
Cody Liz – Spud Barge – Hull: $300,000

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PROOF OF LICENSING AND CERTIFICATIONS

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

CHORLOG, JUSTIN THOMAS
COASTAL DREDGING COMPANY, INC.
19128 ROBERT RD
HAMMOND LA 70401

LICENSE NUMBER: CGC1526238

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/16/2024

Do not alter this document in any form.

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

ADDENDUMS

ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 23-11-PW OLD
PASS LAGOON NAVIGATIONAL CHANNEL
DREDGING PROJECT

November 4, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location and design of DMMA #2.
2. Copy of State permit No. 0288799-003-JC

Clarifications:

3. Winning bidder shall be responsible for turbidity monitoring, sediment testing QA and QC, and nesting shore bird monitoring.
4. There is another active construction project on Norriega Point, the winning bidder will need to coordinate their work with the park project contractor.

The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Thomas Kilbride
Print Name

Signature

11-21-24
Date

MINUTES OF MEETING OF DIRECTORS of Coastal Dredging Company, Inc. (the "Corporation") held at 19128 Robert Road Hammond, LA, on this 20th day of November.

1. The following members were present, constituting the entire board: Thomas P. Kilbride and Hunter P. Kilbride, Brittany Cortezie
2. All the directors of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
3. The following memorandum was then read and ordered to be inserted in these minutes: "We, the directors of the Corporation consent to this meeting being held at the above date and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by our signatures below.

Thomas P. Kilbride

Hunter P. Kilbride

4. **UPON A MOTION DULY MADE,** seconded and unanimously carried, Thomas P. Kilbride acted as Chairperson of the meeting and Hunter P. Kilbride as Secretary and Brittany Cortezie as Treasure of the meeting.
5. Minutes of the last regular meeting were read, and upon motion duly made, seconded and carried, were adopted as read.
6. The Chairperson presented to the meeting and there upon the following resolutions were offered, seconded and unanimously adopted.

IT WAS RESOLVED THAT:

7. The following individual(s) are appointed and confirmed as signing officers for the Corporation until replaced and are authorized to negotiate for and sign any and all financial investments, bank loans, bids, surety bonds and contracts on behalf of the Corporation .
   Thomas P. Kilbride

8. There being no further business to come before the meeting, the meeting was adjourned.
9. **DATED** in the State of Louisiana, on November 20, 2024.

Hunter P. Kilbride, Secretary

City of Destin

PROJECT: RFP 24-13-PW Dredge Scoresheet Summary

SCORE TABLULATION SUMMARY SHEET

	Coastal	Gator	Complete Site Source				
Joe Bodi		100	80				
Steve O'Connor		90	70				
Lisa Firth		100	95				
Jeff Cozadd		100	82				
Total Score (Max 400 Pts)	0	390	327	0	0	0	0

ITEM # 2024-903

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

DATE: 12/6/24

SUBJECT: RFB 24-14-REC, Morgan's Sports Complex Lighting Project

I. BACKGROUND: The FY25 City Budget allocated funds for the replacement of the field and parking lot lighting at Morgan Sports Center. RFB 24-14-REC Morgan Sports Center Lighting Project was advertised on October 24, 2024.

II. DISCUSSION: RFB 24-14-REC was opened November 26th, 2024. Seven bids were received from the following companies:

Techline Sports Lighting	$678,000
EAG-LED	$819,910
M. Gay Contractors	$847, 239
Qualite Sports Lighting	$1,316,352
Premier Sports Lighting	$1,100,850
Orion	$1,213,332.90
PSE Energy Services	$ no price

A mandatory pre-bid meeting was held and all bidders did attend the pre-bid meeting. It was explained at the pre-bid meeting that a scoring matrix would be utilized in evaluating the bids and that this information was provided in the RFB. Bidders were strongly advised to familiarize themselves with the information that was being requested and it was explained that areas other than price would be used to score the bids. Those who attended were told that the four scoring areas would be price proposal, qualification/experience, project approach, and past performance.

The bid committee met on December 5th, 2024 to evaluate the bids. The bid committee determined the PSE Energy Services bid was non-responsive because they did not provide a

price. The other bids were discussed in detail. Some bids provided little to no information on qualification/experience, project approach, or past performance. Several bids did provide more detailed information and scored much better than the others.

Bid committee score totals are as follows (max of 400 points):

Techline Sports Lighting	330
EAG-LED	163
M. Gay Contractors	317
Qualite Sports Lighting	220
Premier Sports Lighting	210
Orion	145

The bid committee voted unanimously to recommend Techline Sports Lighting to the council for their consideration.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): Of the total $2,158,394 budgeted for Recreational Asset Renewal and Replacement for FY 2025, $1,323,000 was specifically budgeted to replace athletic field lighting at Morgan Sport Center and an additional $65,050 was budgeted to replace the parking lot lights at Morgan Sport Center. Below is a tentative effect on budget if the proposed Techline proposal is chosen by Council.

	30058585-565000 RR573 RR-CIP-Replace Recreational Assets
FY 25 Adopted Budget*	$ 2,158,394
Previous Expenses/Encumbrances	-
Available Program Budget	2,158,394
This Agreement +(-)	(678,000)
FY 25 Remaining Program Budget	$ 1,480,394

C. Level of Service (LOS): LOS will increase because the new LED lighting system will provide benefits with increased safety and energy efficiency.

D. Legislative Sponsor:

III. CONCLUSION: Techline Sports Lighting's bid was responsive, the lowest bid, and it scored the best. The LED lighting system will have a 10-year warranty. Techline also provided an alternative bid that they recommend considering. This alternative bid would utilize an integral driver system as opposed to the remote drivers the RFB required. Techline believes the integral driver system would work much better with the city's

existing infrastructure and would also provide more features and a cost savings of $80,000 off their bid.

City Council's Options

Pursuant to the RFP and to the City's Procurement Manual, the Bid Committee has now forwarded its rank-ordered list of the proposals received in response to the RFP. Also, pursuant to the RFP and the Procurement Manual, the City Council now has the task of deciding which proposal Council wants City Staff to pursue negotiations with. The Council has three procedural options for this decision, as follows:

1. Adopting the scoring of the Bid Committee and direct City Staff to negotiate toward a contract with the proposal ranked highest by the Bid Committee;

2. Re-scoring by each individual Council Member of all three proposers, using the same scoring criteria and calculations as applied by the Bid Committee pursuant to the RFP; or

3. Ranking the proposers on the basis of which proposers will, in the opinion of each Council Member and based on all available information, best meet the City's needs for the Clement Taylor Park Project. This ranking would be done by applying a 1-2-3 scoring by each Council Member, with a value of "1" being highest or best and a value of "3" being lowest; the scores assigned by the Council Members would then be added together, with the lowest total points score being deemed the proposal with whom City Staff would be directed to negotiate toward a contract.

IV. RECOMMENDED MOTION: I move that the City Council accept the bid from Techline Sports Lighting for RFB 24-14-REC and bring back a contract for approval.

Attachments:

1. RFB 24-14-REC Morgan Sports Complex Lighting
2. Morgan Sports Complex Ligting Bid Summary Sheet
3. Techline Sports Lighting bid submisson
4. Techline Sports Lighting addendum
5. EAG LED LLC
6. M. Gay Constructors, Inc. Bid
7. Qualite submission Morgan Sports Complex Bid Package
8. PSL Proposal I Destin Morgan Sports Center Lighting
9. Orion Engery Systems Inc.
10. PSG Response- City of Destin
11. RFP 24-14-REC Field Lighting Scoresheet Summary

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB NO. 24-14-REC

DESTIN MORGAN SPORTS CENTER LIGHTING

City of Destin, Florida
October 24, 2024

Larry Jones, Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the replacement/retrofit of Sports Center lighting for six (6) ballfields, three (3) soccer fields and two (2) parking lot areas. The project is located in the City of Destin at 4200 Indian Bayou Trail. There will be a Mandatory Pre-Bid Meeting on November 6, 2024, at the Morgan's Sports Center office at 11am CT for this project.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 24-14-REC" in the subject line of the email. The bid documents can also be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

Proposal submissions 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 **"RFB NO. 24-14-REC - DESTIN MORGAN SPORTS CENTER LIGHTING", along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CDT, on November 26, 2024** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
Interim City Manager

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1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the replacement/retrofit of Sports Center lighting for six (6) ballfields, three (3) soccer fields and two (2) parking lot areas. The project is located in the City of Destin at 4200 Indian Bayou Trail.

It is the responsive bidder's responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until November 26, 2024, no later than 2:00 p.m. (CDT) at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the

mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 26, 2024, 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.

E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

F. One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.

H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.

I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

K. The Bid Committee shall consist of City of Destin staff members.

L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

M. Procurement Schedule

Tasks	Date
RFB issued	October 24, 2024
Mandatory Pre-Bid Meeting	November 6, 2024
Last day for questions to be submitted	November 19, 2024
Due Date/Bid Opening	November 26, 2024
Tentative Date - Bid Committee Evaluation	December 7, 2024
Tentative Date – City Council Meeting	December 16, 2024
Tentative Date- Execution of Contract	January 7, 2025
Tentative Date- Notice to Proceed	January 10, 2025

There will be a Mandatory Pre-Bid Meeting on November 6, 2024, at the Morgan's Sports Center office at 11am CT for this project for information on existing conditions only.

3.0 GENERAL CONDITIONS

3.1 Project Description

The project shall include the removal & replacement of new poletop assemblies with LED fixtures (luminaires) on existing poles for Destin Morgan Sports Center. The Bidder shall supply lighting equipment to meet or exceed the standards set forth in these specifications.

The lighting retrofit shall include:

- Parking Lot West
- Parking Lot East
- Field 1
- Field 2
- Field 3
- Field 4 Amberjack
- Field 5 Barracuda
- Field 6 Cobia
- Field 7 Dolphin
- Field 8 Flounder
- Field 9 Grouper

Minimum requirements for the lighting retrofit are:

Field Light Levels: Field light levels must meet industry standard regulations. Light levels of 50/30 fc for ballfields and 30 fc for soccer fields. Provide an option for lighting warranty service for a period of 10 years.

Parking Lot Light Levels: Meet Dark Skys/Directional, LED, average of 2 fc maximum with 1 fc minimum with dusk to dawn photocells.

All lighting shall include:

- Photometric plan for all areas.
- Glare Control: Minimize glare/light spillage at the property lines to not more than 0.2 fc and reduce glare to the players, spectators.
- Poletop luminaire assembly: Galvanized steel poletop luminaire assemblies to replace existing poletop. Contractor must supply new galvanized steel bolt-on crossarm assemblies, bolted connections between steel and aluminum shall be gasketed stainless steel fasteners.
- Wire harnesses shall include abrasion protection sleeve, strain relief and plug-in connections
- Wind Code: All luminaires, visors, and poletop luminaire assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
- Corrosion protection: All exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized minimum of five (5) mil thickness. All exposed aluminum components shall be Type II anodized and coated with high performance UV resistant polyester.
- Safety: All system components shall be UL listed for the appropriate application.
- Provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
- Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- Remote On/Off Capabilities (Optional Add)
- Must be compatible with the existing electrical & controls
- Delivery Timing Equipment On-Site: The equipment must be on-site 8-12 weeks from receipt of approved submittals and receipt of complete order information.
- Platform above lighting assembly for eagle nesting.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

Final Completion Deadline is April 30, 2025. Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	January10, 2025
Begin Construction	January 23, 2025
Substantial completion date	30 Days Prior to Complete Construction
Complete Construction	April 30, 2025

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License http://www.co.okaloosa.fl.us/gm/licensing.

Contractor must also be registered in the City of Destin https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Building Permit
b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)
c. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract, or added work necessary to meet the performance goals of the scope of work.
b. "Extra work" shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract, and is entirely outside and independent of the scope of work and not contemplated by it.
c. "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.

b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.

f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.

- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss of damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

a. Damage to adjacent property or right(s)-of-way(s)
b. Defective work not remedied;
c. Claims filed or reasonable evidence indicating probable filing of claims;
d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
e. A reasonable doubt that the contract can be completed for the balance then unpaid;
f. Damage to another contractor;
g. Failure to submit required reports; or
h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

a. Completion of the punch list.

b. Acceptance and completion of the project.

c. Submission and approval of final invoice.

d. Submission of all product warranties and operating manuals.

e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.

f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.

g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as "As-Built", in addition to both AutoCAD and PDF electronic versions on a flash drive.

h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

i. Provide written warranties covering quality of labor and installation of all products/materials.

j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

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

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal	40
Qualifications/Experience/Past Performance	20
Project Approach	20
Past Performance	20
TOTAL	**100**

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did responsive bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?

- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Does contractors schedule and availability practical and meet project requirements?

d. Past Performance
- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Do references demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by November 19, 2024. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING, bid opening date and responsive bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
    - commitment to perform the work,
    - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
    - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
d. Price Proposal Sheet
e. Completed Forms [Reference RFB Attachments]
    - Attachment NO. 1 - Responsive Bidder Qualification Statement
    - Attachment NO. 2 - Public Entity Crime Form
    - Attachment NO. 3 - Drug Free Workplace Certification Form
    - Attachment NO. 4 - Bid Bond Form
    - Attachment NO. 5 - Anti-Human Trafficking Affidavit
    - Attachment NO. 6 - Anti-Collusion Statement

f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
h. Addendums (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal 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.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this

affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **November 26, 2024 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING"** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **November 26, 2024 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: _____ Partnership ☐

Address: _____ Individual ☐

City, State, Zip: _____ Other ☐

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the responsive bidder:

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

_____

_____

_____

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	**Address**	**Telephone**

16. What will be your turnaround time for written responses to City inquires?

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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_____, 202__, and is personally known to me, or has provided as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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 NO. 24-14-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____day of_____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name): Surety (Print Full Name):

_____ _____

(Seal) Surety's Name and Corporate Seal

By:_____ (L.S.) By: _____

Signature (attach power of attorney)

Title:_____ Title:_____

Attest: _____ Attest: _____

Signature and Title Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

_____	_____
Bidder's Company Name	Authorized Signature
_____	_____
	Authorized Signatory (Print Name)
_____	_____
Address	Title
_____	_____
Phone #	Fax #
_____	
Federal ID # or SS #	

RFP NO. 24-14-REC
EXHIBITS A-B

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ E-mail: _____ Fax: ( ) _____

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ _____
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ _____
Replacement/retrofit of lighting for two (2) parking lot areas	$ _____
10 year Warranty Service	$ _____

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: _____
(Print or Type)

Signature: _____

Date of Bid: _____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Destin Sports Complex

Destin, Florida

Prepared by:

BASKERVILLE–DONOVAN, INC.

March, 1998
11232.01

PRELIMINARY STATUS PRINT
NOT
FOR CONSTRUCTION

OWNER: *CITY OF DESTIN*
4200 TWO TREES ROAD
DESTIN, FL 32541
(850) 837–4242 ATTN. MS JILL SCROGGS

DESTIN WATER USERS, INCORPORATION
P.O. BOX 308, DESTIN, FL 32541

APPLICANT: *CITY OF DESTIN*

ENGINEER /LANDSCAPE ARCHITECT: *BASKERVILLE–DONOVAN, INC.*
316 S. BAYLEN ST., SUITE 300
PENSACOLA, FLORIDA 32501
ATTN. DAVE HEMPHILL
(850) 438–9661

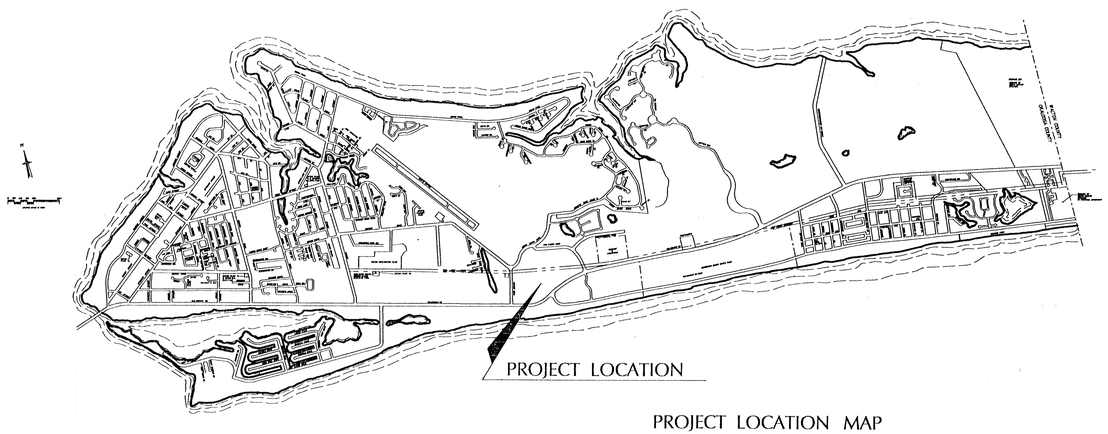
ZONING: *RUA (CITY PROPERTY), BT (DWUI PROPERTY)*

FUTURE LAND USE: *PUBLIC LAND–PL & COMMERCIAL–C*

TOTAL AREA: *26.514 ACRES /1,154,949.84 SQUARE FEET (DWU PROPERTY)*
12.360 ACRES /538,401.6 SQUARE FEET (CITY PROPERTY)

CONCESSION/RESTROOM: *1,495.11 SQUARE FEET*

IMPERVIOUS AREA: *3.156 ACRES /137,495 SQUARE FEET – PHASE I*
2.548 ACRES /110,988 SQUARE FEET – PHASE II



PROJECT LOCATION MAP

RECEIVED
APR 13 1998
PLANNING & ZONING

RECEIVED
APR 14 1998
PLANNING & ZONING

Sheet Layout

C1 TOPOGRAPHC SURVEY
C2 MASTER PLAN
C3 PHASE 1 – SITE LAYOUT
C4 ENTRANCE ROAD LAYOUT
C5 DUG OUT DETAILS
C6 IRRIGATION PLAN
C7 LANDSCAPE PLAN
C8 SITE DETAILS
C9 MASTER GRADING PLAN
C10 GRADING PLAN #1
C11 GRADING PLAN #2

U1 UTILITY PLAN

R1 EXISTING REUSE DEMOLITION PLAN
R2 SUB–SURFACE IRRIGATION
R3 SUB–SURFACE DISPOSAL LINES
R4 REUSE DETAILS

A1 FLOOR PLAN (concession bldg.)
A2 DIAGRAM, X–SECT. & TOILET PLAN
A3 ROOF PLAN & PENTHOUSE DETAILS
A4 ELEVATIONS
A5 DETAILS
A6 SCHEDULES
A7 WALL, DOOR & WINDOW DETAILS
A8 DETAILS

S1 FOUNDATION PLAN & GENERAL NOTES
S2 2ND FLOOR & ROOF FRAMING PLANS

E1 LIGHTING PLAN
E2 CALCULATION PLAN
E3 LIGHTING PLANS
E4 POWER PLANS
E5 SINGLE LINE DIAGRAM, PANEL SCHEDULE
E6 DETAIL SHEET

M1 MECHANICAL FLOOR PLANS
M2 MECHANICAL SCHEDULED, DETAILS & NOTES

P1 DOMESTIC WATER PLANS
P2 1ST FLOOR WASTE PLANS

Michael D. Langston 4-13-98

4-13-98

4/13/98

4-13-98

4-13-98

...\11232\11232-01.dgn 11232-00.dgn Apr 13, 1998 11:30:19

NORTH

SCALE: 1"=100'

0 50 100 200 300

GRAPHIC SCALE IN FEET

Bar is one inch on original drawing. If not, adjust scale accordingly.
This drawing is the property of BASKERVILLE DONOVAN, INC. and is not to be reproduced in whole or part. It is not to be used on any project and is to be returned upon request.

NO.	DATE	APPR.	REVISION

BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DATE
1"=100'		SEPT. 97
	DRAWN	BY
	RET	

NOT RELEASED FOR CONSTRUCTION DATE

TOPOGRAPHIC SURVEY

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	C1
INDEX	OF SHT.

\\12\11232.01\dgn\11232-c1.dgn Apr. 13, 1998 07:28:16

AIRPORT ROAD (100' R/W)

50' EASEMENT

100' GULF POWER EASEMENT

892.51
S76° 17'00"E

879.84
S79° 00'15"E

972.04
N13° 56'12"E

199.81
N76° 19'40"W

275.30
N76° 19'40"W

5.75

1.60'

4.35'

R=1052.39'
CH=202.96'
CB=N81° 51'41"W

R=1062.30'
CH=295.71'
CB=N84° 36'18"W

74.75
S70° 44'27"W

112.47
S77° 15'32"W

73.59
S64° 38'08"W

251.00
S62° 40'20"W

50.00
N25° 19'40"E

300.00
S62° 40'20"W

50.00
N25° 19'40"E

445.82
S62° 40'20"W

50' STONE RETAINING WALL

R=2329.86'
CH=108.11'
CB=S64° 00'06"W

1.0' WIDE RIBBON CURB

TWO TREE ROAD

US 98 (STATE ROAD 30)

HIGHWAY 98 (R/W VARIES)

THE TRACK

BUNGY JUMP

HOTEL

SHARK TOOTH

JOE'S CRAB SHACK

LANDRY PARCEL

NORTH

SCALE: 1"=100'

0 50 100 200 300

GRAPHIC SCALE IN FEET

140 PARKING SPACES
ROADWAY: 24.00'
(PHASE I)

5' SIDEWALK
(CONC.)
(PHASE I)

RIBBON CURB
(PAHSE I)

100' GULF POWER EASEMENT

50' EASEMENT

RIBBON CURB
(PAHSE I)

5' LANDSCAPE
BUFFER (TYP)
(PHASE I)

8' SIDEWALK
(ASPHALT)
(PHASE I)

5' LANDSCAPE
BUFFER (TYP)
(PHASE I)

5' SIDEWALK
(CONC.)
(PHASE I)

FUTURE
EXERCISE
TRAIL

5' CONC.
SIDEWALK
(PHASE I)

FUTURE COMP PLAN ROAD

10' LANDSCAPE
BUFFER (TYP)
(PHASE I)

NEW TOP
OF BANK
(TYP)

NEW RETENTION POND
EXPANSION (PHASE I)

EXISTING RETENTION POND

45.1'
110.5'
56.6'
36'
109.8'
126.3'
102.4'
45.5'
100'

8' ASPHALT
SIDEWALK
(PHASE II)

CITY OF DESTIN
PROPERTY

EXISTING
PARKING

EXISTING
BUILDING

5' CONC.
SIDEWALK
(PHASE I)

5' ASPHALT
SIDEWALK
(PHASE II)

5' CONC.
SIDEWALK (PHASE II)

1.0' WIDE RIBBON
CURB

LITTLE
LEAGUE
(PHASE I)

LITTLE
LEAGUE
(PHASE I)

PHASE I
PHASE II

NEW ENTRANCE
ROAD TO TIE
INTO EXISTING
PAVEMENT
(PHASE II)

8' ASPHALT
SIDEWALK
(PHASE II)

8' ASPHALT
SIDEWALK
(PHASE II)

END TYPE "C"
CURB & GUTTER

TYPE "C" CURB &
GUTTER
ENTRANCE ROAD (PHASE II)

RIBBON
CURB

DUNE PRESERVATION AREA

211 PARKING SPACES
ROADWAY: 24.00'
(PHASE II)

TWO TREES ROAD

SOFT BALL
(PHASE I)

SOFT BALL
(PHASE II)

8' ASPHALT
SIDEWALK
(PHASE I)

CONCESSION
BUILDING
(PHASE I)

8' ASPHALT
SIDEWALK
(PHASE II)

STONE
RETAINING
WALL

LANDRY PARCEL

END 5' LANDSCAPE
BUFFER AT DUNE PRESERVATION AREA
(PHASE II)

PLAYGROUND
(PHASE II)

JOE'S CRAB SHACK

DESTIN WATER USERS
PROPERTY

SOCCER
(PHASE I)

SOCCER
(PHASE I)

SOCCER
(PHASE I)

SOFT BALL
(PHASE I)

CONC. SLAB
(PHASE I)

SOFT BALL
(PHASE II)

FUTURE
EXERCISE
TRAIL

SHARK TOOTH

RETENTION POND
(PHASE I)

PHASE I
PHASE II

HOTEL

5' LANDSCAPE
BUFFER (TYP)
(PHASE I)

BUNGY JUMP

US 98 (STATE ROAD 30)

AIRPORT ROAD (100' R/W)

THE TRACK

HWAY 98 (R/W VARIES)

PHASE I:

- 140 SPACE PARKING LOT W/ENTRANCE FROM AIRPORT ROAD.
- 3 SOCCER FILEDS
- 2 SOFT BALL FIELDS (WEST SIDE)
- 2 LITTLE LEAGUE FILEDS (NORTH)
- EXPANDED WATER RETENTION POND AREA ON CITY SITE
- NEW RETENTION POND (SOUTH)
- 514 LF 8 FT ASPHALT SIDEWALKS
- 1638 LF 5 FT CONCRETE SIDEWALKS
- 10' LANDSCAPE BUFFER NORTH ALONG SOUTH SIDE OF COMP PLAN RD. & WEST SIDE OF TWO TREES RD.
- 5' LANDSCAPE BUFFER ALONG NORTH, WEST & SOUTH PROP. LINE
- UTILITY CONNECTIONS
- SANITARY SEWER LIFT STATION
- CONCESSION BUILDING

PHASE II:

- 211 SPACE PARKING LOT W/ENTRANCE ROAD FROM CITY HALL
- 2 SOFT BALL FIELDS (EAST SIDE)
- 1822 LF 8 FT ASPHALT SIDEWALKS
- 333 LF 5 FT CONCRETE SIDEWALKS
- PLAYGROUND AREA
- 5' LANDSCAPE BUFFER ALONG SOUTH PROP.LINE
- SITE LIGHTING

FUTURE:

- EXERCISE TRAIL (.96 MILE)

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SCALE	DESIGNED	DRAWN	CHECKED
1"=100'		RET	

DATE SEPT 97

NOT RELEASED FOR CONSTRUCTION
BY
DATE

MASTER PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01

INDEX

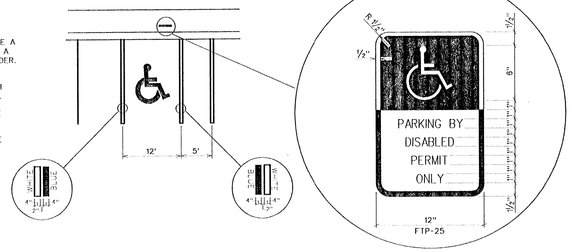
NO. C2

OF SHT.

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NOTES:

1. TOP PORTION OF FTP-25 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH A WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP-25 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP-25 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.



HANDICAPPED SIGNAGE & STRIPING DETAIL

NOTES:

EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY", OR BEARING BOTH SUCH SYMBOL AND CAPTION. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION.

NORTH

SCALE: 1"=60'

0 50 100 200

GRAPHIC SCALE IN FEET

BENCHMARK LOCATION:
NAIL AND DISK IN SOUTH SIDE OF POWER POLE,
ELEV.- 26.35

BENCHMARK LOCATION:
"X" CUT IN NORTHWEST CORNER OF CONCRETE PAD AT THE NORTHWEST CORNER OF PARKING LOT AT DESTIN SHERIFF DEPARTMENT ANNEX,
ELEV.- 18.11

FUTURE COMP PLAN ROAD

50' EASEMENT

100' GULF POWER EASEMENT

342.0'

289.99'

PROP. LINE

OUTFIELD FENCE LINE

8.21'

FOUND CONCRETE MONUMENT #3027

S79°00'15"E

879.84'

194.90'

PHASE 1

PHASE 2

SEE SPORTS FIELD LAYOUT FOR FIELD DIMENSIONS

SEE SHEET C4 FOR PARKING LOT & ENTRANCE ROAD DIMENSIONS

DIMENSION GOES TO FOUND CONCRETE MONUMENT #3027 AT PROP. CORNER. SEE SHEET C7 FOR LOCATION

STONE RETAINING WALL

NOTE:
ALL ANGELS ARE 90° UNLESS OTHERWISE NOTED

2 / C2 FIELD LAYOUT AT HOME PLATE & CONCESSION

NOT TO SCALE

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SCALE 1"=60'	DESIGNED	DRAWN RET	CHECKED	DATE SEPT 97

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BY DATE

PHASE 1-SITE LAYOUT

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	C3
INDEX	OF SHT.

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BENCHMARK LOCATION:
"X" CUT IN NORTHWEST CORNER OF CONCRETE PAD AT THE NORTHWEST CORNER OF PARKING LOT AT DESTIN SHERIFF DEPARTMENT ANNEX, ELEV.= 18.11

PROJECT LIMITS

YIELD SIGN

270.0°

79.43°

R-37.00'
L-51.29 LF

STOP

STOP SIGN

93.41°

R-68.00
L-110.86 LF

24" TYPE "C" CURB & GUTTER

399.47'

90°

90°

R-62.00
L-102.60 LF

94.82°

90°

END 24" TYPE "C" CURB & GUTTER

BEGIN 24" RIBBON CURB

NOTE:
CONTROL TO BE SUPPLIED BY BDI.

RIBBON CURB

8' ASPHALT WALKWAY

R 20

286.00'

58'

67'

9'

15' TYP

24' TYP

225.23'

24'

15'

13 SPACES @ 9' EA. = 117'

9'

14 SPACES @ 9' EA. = 126'

STOP

STOP SIGN AT EACH STOP BAR (TYP)

R 4.5' TYP.

R 8' TYP.

R 5' TYP.

161.00'

RIBBON CURB

24' TYP

266.00'

90°

R 20

RIBBON CURB

NOTE:
ALL DIMENSIONS ARE TO EDGE OF PAVEMENT

FOUND CONCRETE MONUMENT #3027

BENCHMARK LOCATION:
NAIL SET IN THE SOUTH SIDE OF POWER POLE, ELEV.= 28.54

NORTH

0 25 50 100

GRAPHIC SCALE IN FEET

LANDRY PARCEL

But is one inch on original drawing 0. If not, adjust scales accordingly. This sheet is 24"x36". Scale is as noted. Any other sheet size is as returned upon request.

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1"=30'		RET	

DATE SEPT. 97

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ENTRANCE ROAD LAYOUT

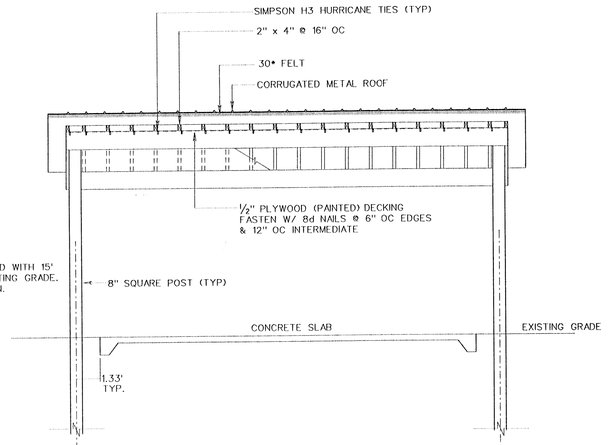
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	C4
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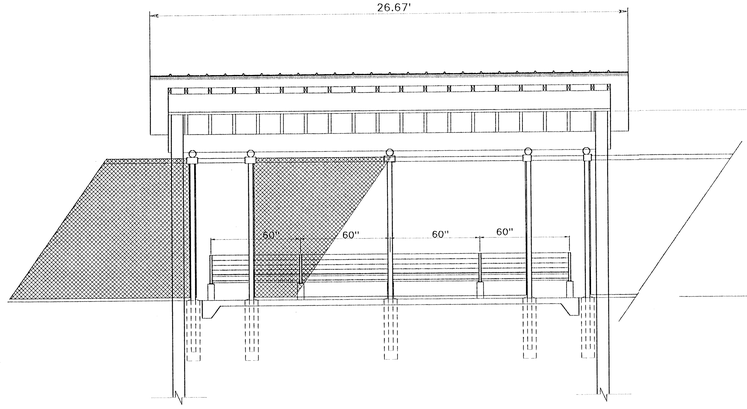
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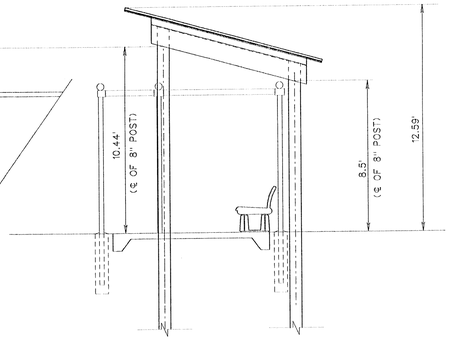
GRAPHIC SCALE IN FEET



DUG OUT ELEVATION



FRONT VIEW

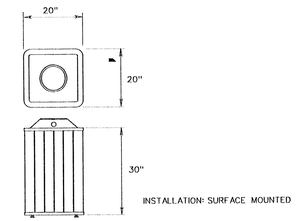


SIDE VIEW

X-BASE IS SURFACE MOUNTED

INFINITY SERIES SEAT
GREEN DURAWOOD SLATS
CHARCOAL ALUMINUM FRAME & X-BASE
MODEL NUMBER: 9810

BENCH

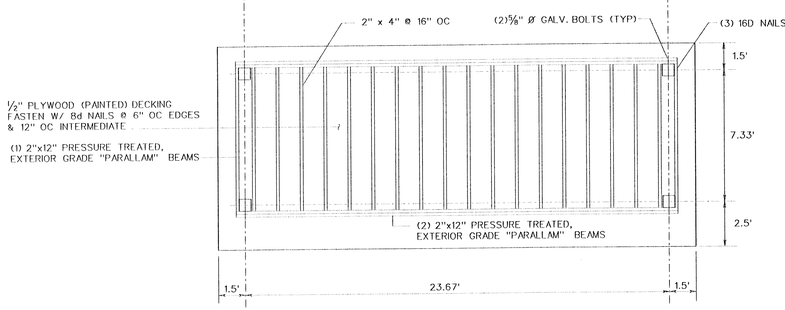


INFINITY SERIES WASTE BIN
GREEN DURAWOOD SLATS
CHARCOAL ALUMINUM FRAME & LID COVER
MODEL NUMBER: 9808

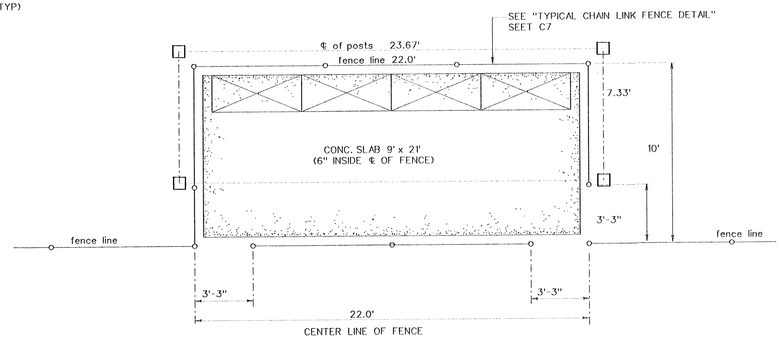
WASTE BIN

2 / C3 BENCH & WAST BIN DETAILS

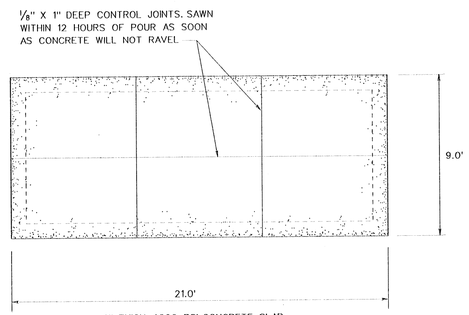
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1-800-964-3751



ROOF PLAN



PLAN VIEW



4" THICK 4000 PSI CONCRETE SLAB
WITH 12" X 8" TURNDOWN @ EDGES.

CONCRETE SLAB

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1/4"=1'-0"		RET		SEPT 97

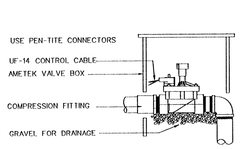
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DUG OUT DETAILS

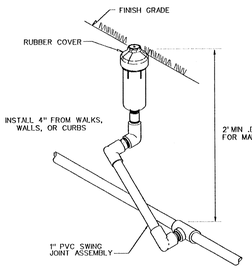
DESTIN SPORTS COMPLEX - CITY OF DESTIN

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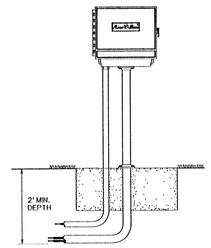
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ELECTRIC REMOTE CONTROL VALVE
NTS



POP-UP LAWN HEADS
NTS



CONTROLLER INSTALLATION
NTS

NORTH

SCALE: 1"=60'

0 50 100 200

GRAPHIC SCALE IN FEET

50' EASEMENT

100' GULF POWER EASEMENT

FUTURE COMP PLAN ROAD

FOR DETAIL OF RECLAIMED WATER CONNECTION, SEE UTILITY SHEET

FULL CIRCLE (TYP)

PART CIRCLE (TYP)

40'

50' (TYP)

STONE RETAINING WALL

HOTEL

1. AREAS LABELED "SOD" SHALL BE HYBRID BERMUDAGRASS 419.
2. ALL OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED WITH ARGENTINE BAHIAGRASS.

IRRIGATION SCHEDULE

SYMBOL	MNFTR	DESCRIPTION	MODEL NO.	COMMENTS
	RAINBIRD	2-CONTROLLERS	ISC-24	MOUNT TO ELEC. BACKBOARD
⊙	RAINBIRD	POP-UP SPRAY HEAD	1806	
•	RAINBIRD	ROTARY TURF HEAD	F4-FC and PC-08	INSTALL 1" W/RUBBER COVER
	RAINBIRD	ELEC. SOLENOID VALVE	200-PEB	INSTALL IN AMETEK BOX
⋈		ISOLATION GATE VALVE	SAME SIZE AS PIPE	BRONZE, IN AMETEK BOX
⊢⊣		PVC CLASS 200 PIPE SIZING		ALL PIPE NOT CALLED SHALL BE 1"

NO.	DATE	APPR.	REVISION

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IRRIGATION PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
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NORTH

0 50 100 200

GRAPHIC SCALE IN FEET

SCALE: 1"=60'

NORTH

0 50 100 200

GRAPHIC SCALE IN FEET

SCALE: 1"=120'

50' EASEMENT

100' GULF POWER EASEMENT

MATCH LINE

ELEAGNUS HEDGE (TYP. FUTURE)
24" ELEAGNUS PUNGENS
PLANTED AT 36" O.C.

TWO TREE ROAD

1.0' WIDE RIBBON CURB

DUNE PRESERVE
(TO REMAIN UNDISTURBED)

FUTURE COMP PLAN ROAD

ELEAGNUS HEDGE (TYP. FUTURE)
24" ELEAGNUS PUNGENS
PLANTED AT 36" O.C.

SOD

AREA TO BE SOD

DUNE PRESERVE
(TO REMAIN UNDISTURBED)

MATCH LINE

AREA TO BE SPRIGGED

AREA TO BE SOD

AREA TO BE SOD

DUNE PRESERVE
(TO REMAIN UNDESTURBED)

AREA TO BE SPRIGGED

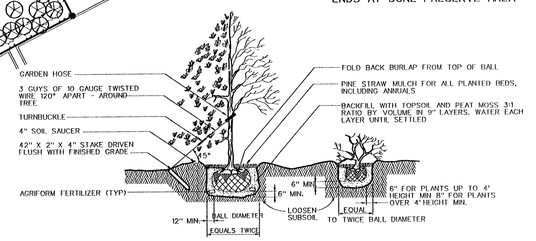
10'

STONE RETAINING WALL

END ELEAGNUS HEDGE
ENDS AT DUNE PRESERVE AREA

RETENTION POND

ELEAGNUS HEDGE (TYP. FUTURE)
24" ELEAGNUS PUNGENS PLANTED AT 36" O.C.



TREE & SHRUB PLANTING DETAILS

NTS

LIVE OAK

JAPANESE BLACK PINE

PLANTING SCHEDULE

QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	ROOTS	COMMENTS
1233	SILVERTHORN	ELELEAGNUS PUNGENS	24"	3 GAL	36" O.C.
70	LIVE OAK	QUERCUS VIRGINANA	7-8'	B&B	2" CAL
29,850SY	BERMUDAGRASS 419	HYBRID BERMUDAGRASS		SOD	
97,750SY	BERMUDAGRASS 419	HYBRID BERMUDAGRASS		SPRIG	
450	JAPANESE BLACK PINE	PINUS THUNBERGII	9'	B&B	

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	RET	
SCALE 1"=60'	DATE SEPT 97	DATE

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LANDSCAPE PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

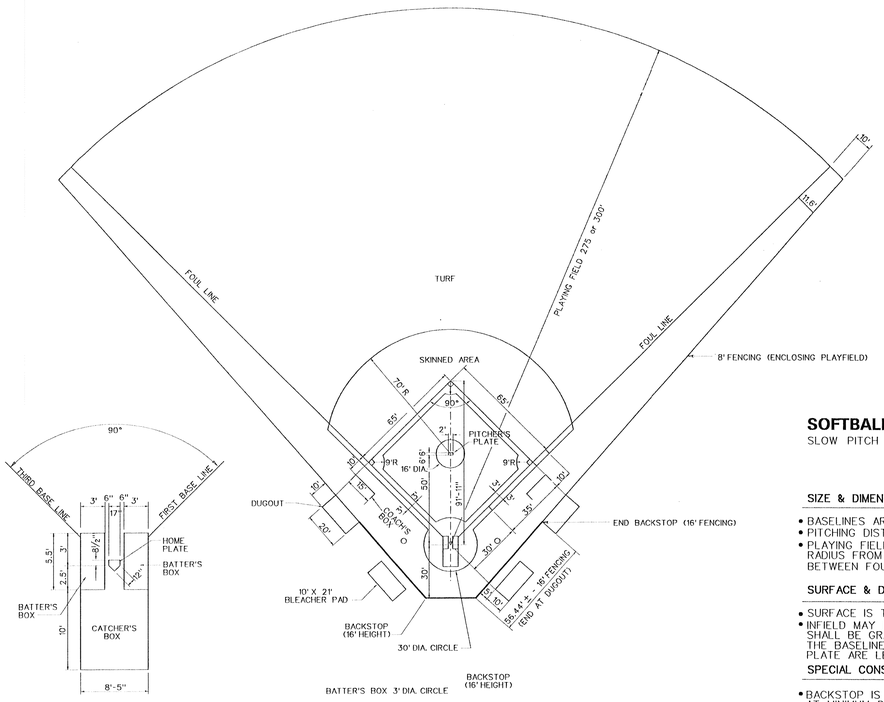
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NO. C7

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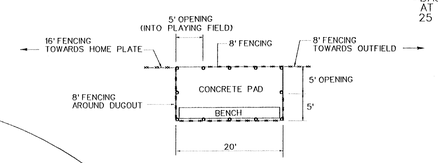
SOFTBALL
SLOW PITCH

SIZE & DIMENSION
- BASELINES ARE 65'-0"
- PITCHING DISTANCE IS 50'
- PLAYING FIELD IS 300 FT RADIUS FROM HOME PLATE BETWEEN FOUL LINES

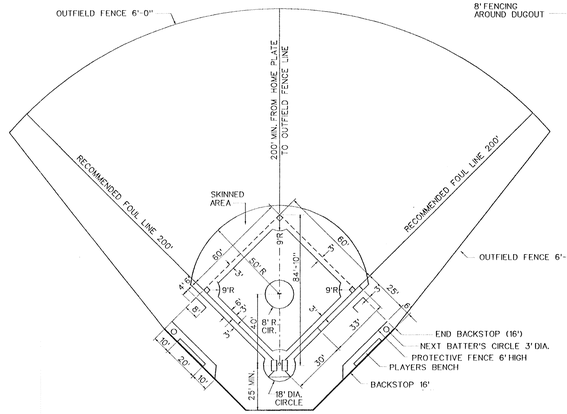
SURFACE & DRAINAGE
- SURFACE IS TO BE TURF.
- INFIELD MAY BE SKINNED, AND SHALL BE GRADED SO THAT THE BASELINES AND HOME PLATE ARE LEVEL.

SPECIAL CONSIDERATIONS
- BACKSTOP IS TO BE PROVIDED AT MINIMUM DISTANCE OF 25 FT. BEHIND HOME PLATE.

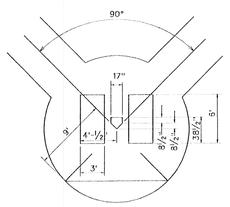
LAYOUT AT HOME PLATE
N.T.S.



DUGOUT
N.T.S.



LITTLE LEAGUE BASEBALL

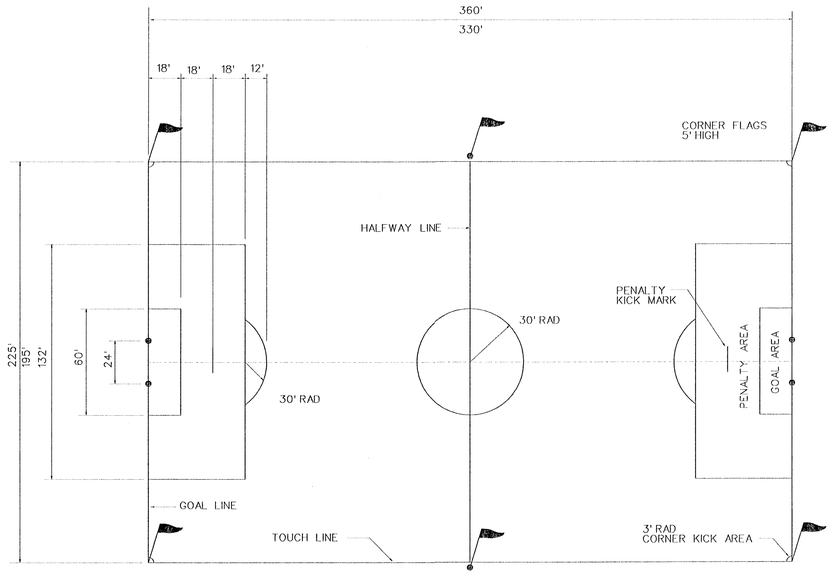


LAYOUT AT HOME PLATE
N.T.S.

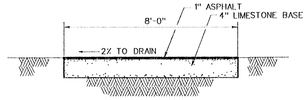
SIZE & DIMENSION
- BASELINES ARE 60'-0"
- PITCHING DISTANCE IS 40'
- PITCHERS PLATE IS 6" ABOVE THE LEVEL OF HOME PLATE
- DISTANCE DOWN FOUL LINE IS 200 FT.

SURFACE & DRAINAGE
- SURFACE IS TO BE TURF.
- INFIELD MAY BE SKINNED, AND SHALL BE GRADED SO THAT THE BASELINES AND HOME PLATE ARE LEVEL.

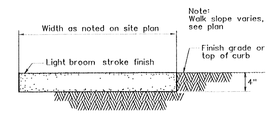
SPECIAL CONSIDERATIONS
- BACKSTOP IS TO BE PROVIDED AT MINIMUM DISTANCE OF 25 FT. BEHIND HOME PLATE.



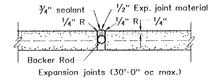
NCAA SOCCER
SCALE: 1"=40'



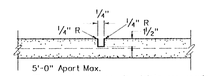
BIKE PATH DETAIL
NOT TO SCALE



WALK SECTION

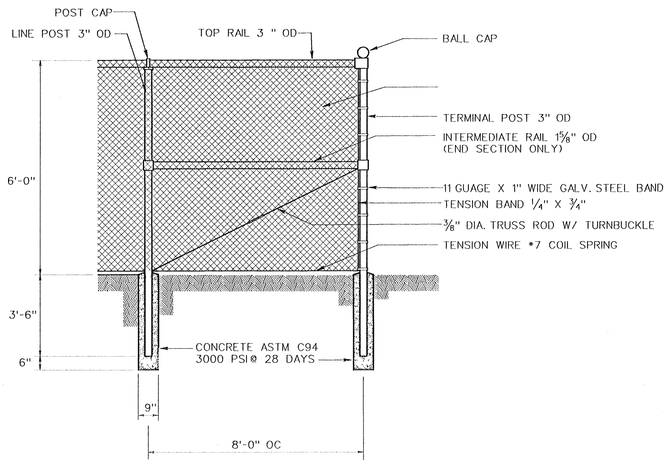


EXPANSION JOINT

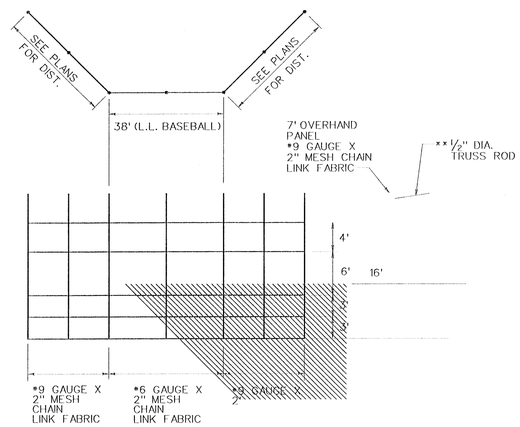


CONTRACTION JOINT

SIDEWALK DETAIL
NOT TO SCALE



TYPICAL CHAIN LINK FENCE DETAIL



SOFTBALL BACKSTOP DETAIL

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ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED
AS SHOWN		RET	

DATE SEPT 97
BY
DATE

NOT RELEASED FOR CONSTRUCTION

SITE DETAILS
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
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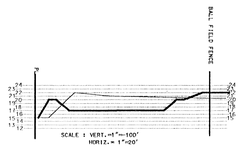
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BASIN DIVIDES

BASIN LIMITS

TOTAL AREA

WEST BASIN	EAST BASIN
1216633 SF	360652 SF



NORTH

SCALE: 1"=100'

0 50 100 200 300

GRAPHIC SCALE IN FEET

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WEST BASIN ⟷ EAST BASIN

FUTURE COMP. PLAN ROAD

TOP OF BERM 20.0'

BOTTOM OF POND 8.00'

EXIST. PARKING

EXIST. BLDG.

EXIST. PAVING

EXIST. PVMT.

1.0' WIDE RIBBON CURB

TWO TREE ROAD

50' EASEMENT

100' GULF POWER EASEMENT

AIRPORT ROAD (100' R/W)

EXISTING GRADES (TYPICAL)

C.B.#1

C.B.#2

C.B.#3

C.B.#4

C.B.#5

C.B.#6

C.B.#7

C.B.#8

C.B.#9

C.B.#10

C.B.#11

C.B.#12

C.B.#13

C.I.#14

C.I.#15

MES #1

MES #2

STONE RETAINING WALL

LANDRY PARCEL

JOE'S CRAB SHACK

SHARK TOOTH

HOTEL

BUNGY JUMP

THE TRACK

US 98 (STATE ROAD 30)

HWAY 98 (R/W VARIES)

LIST OF DRAINAGE STRUCTURES

NO.	DESCRIPTION	TOP ELEV.	INV. ELEV
#1	MITERED END SECTION		16.00
#2	TYPE "E" CATCH BASIN	20.4	16.38
#3	TYPE "E" CATCH BASIN	20.9	17.01
#4	TYPE "E" CATCH BASIN	21.2	17.52
#5	TYPE "E" CATCH BASIN	21.4	18.12
#6	TYPE "E" CATCH BASIN	21.5	17.00
#7	MITERED END SECTION		17.00
#8	TYPE "E" CATCH BASIN	21.6	17.57
#9	TYPE "E" CATCH BASIN	23.0	18.22
#10	TYPE "E" CATCH BASIN	23.8	18.84
#11	TYPE "E" CATCH BASIN	22.8	19.35
#12	TYPE "E" CATCH BASIN	22.8	19.37
#13	TYPE "E" CATCH BASIN	23.5	20.50
#14	TYPE " " CURB INLET	24.14	21.26
#15	TYPE " " CURB INLET	24.14	21.33

NO.	DATE	APPR.	REVISION

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1"=100'		RET		SEPT 97

NOT RELEASED FOR CONSTRUCTION

BY DATE

MASTER GRADING PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

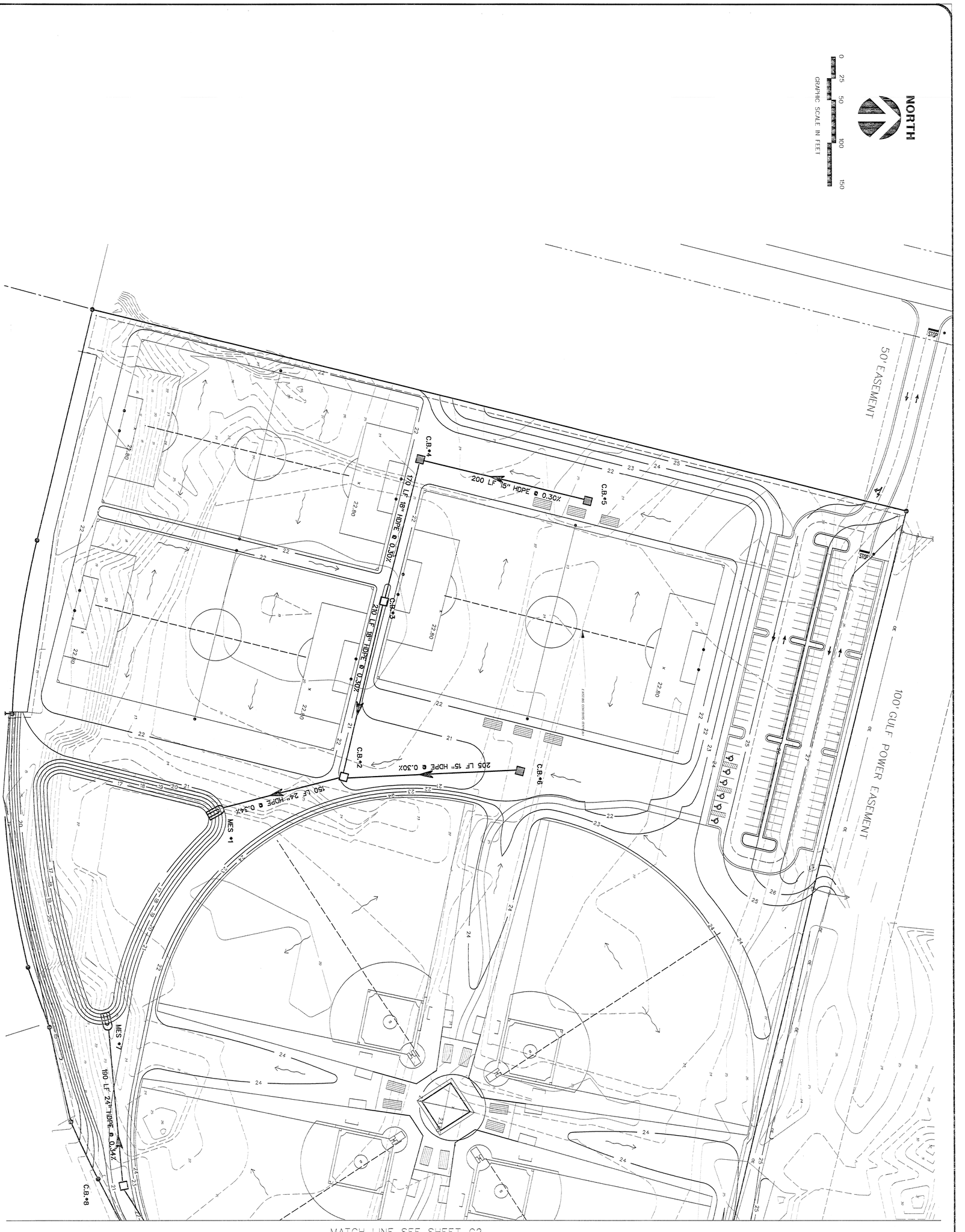
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PROJECT NO. 11232.01

GRADING PLAN #1

DESTIN SPORTS COMPLEX – CITY OF DESTIN

BASKERVILLE-DONOVAN, INC.

ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=50'		RET		SEPT 97

NOT RELEASED FOR CONSTRUCTION BY DATE

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EAST BASIN

FUTURE COMP. PLAN ROAD

NORTH

0 25 50 100 150

GRAPHIC SCALE IN FEET

4' RETAINING WALL

EXIST. PARKING

EXIST. PARKING

EXIST. BUILDING

EXIST. BLDG.

EXIST. PVMT.

RETAINING WALL

1.0' WIDE RIBBON CURB

C.I.•15

C.I.•14

253 LF HDPE @ 0.30%

24 LF 18" HDPE @ .03%

175 LF 24" HDPE @ 0.30%

C.B.•13

C.B.•12

207 LF 24" HDPE @ 0.30%

C.B.•11

178 LF 24" HDPE @ 0.30%

C.B.•10

208 LF 24" HDPE @ 0.30%

C.B.•9

290 LF 24" HDPE @ 0.30%

STONE RETAINING WALL

LANDRY PARCEL

JOE'S CRAB SHACK

SHARK TOOTH

TWO TREE ROAD

MATCH LINE SEE SHEET G1

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BASKERVILLE-DONOVAN, INC.

ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=50'			RET	SEPT 97

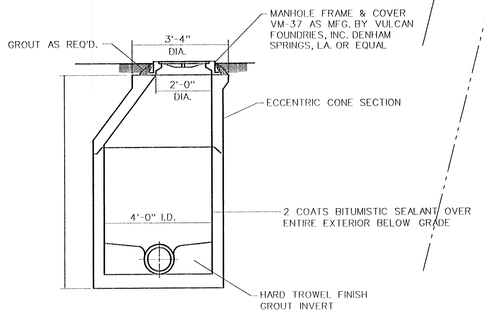
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GRADING PLAN #2

DESTIN SPORTS COMPLEX - CITY OF DESTIN

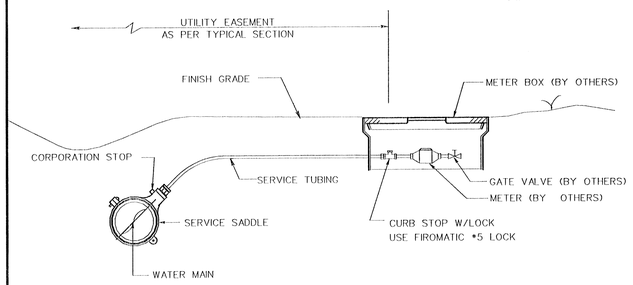
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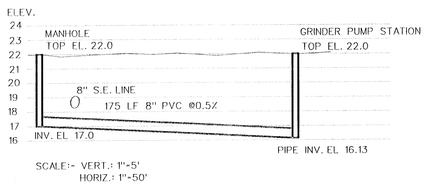
SECTION MANHOLE

NOT TO SCALE



TYPICAL WATER SERVICE CONNECTION

NOT TO SCALE



PROFILE OF GRAVITY SEWER LINE

NOTE:

WATER LINE, GRINDER STATION, F.M. & TIES TO EXISTING ARE IN PHASE I. GRAVITY SEWER, GREASE TRAP IN PHASE II.

50' EASEMENT

100' GULF POWER EASEMENT

12"FM 12"SE 12"RW 12"W

WET TAP 12" WM W/ 2x12 TAPPING SLEEVE & VALVE SEE METER SERVICES DETAIL

WET TAP 12" FM W/2x12 TAPPING SLEEVE & VALVE

2" PVC F.M.

GRINDER PUMP STATION TOP EL.- 22 (SEE DETAIL)

2" WATER SERVICE (PHASE I)

175 LF 8" PVC @ 0.5%

MANHOLE TOP EL.- 22 INV.EL.- 17

10' MIN.

GREASE INTERCEPTER PER 10D-6 (HEALTH DEPT.) CRITERIA TIED TO KITCHEN LINE

6" SERVICE (TYP)

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SCALE 1"=50'

NOT RELEASED FOR CONSTRUCTION BY DATE

UTILITY PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	U1
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NORTH

LEGEND

-------	EXIST PIPE
FM	SANITARY FORCE MAIN
SE	SECONDARY EFFLUENT
RW	RECLAIMED WATER
W	WATER
⋈	EXISTING VALVE

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50' EASEMENT

100' GULF POWER EASEMENT

EXIST. 12" S.E. LINE TO BE TIED TO REUSELINE AT WWTP

12"FM 12"SE 12"RW 12"W

PHASE 1 ⟷ PHASE 2

NEW 6' HIGH CHAIN LINK FENCE

POND 11

11-A 11-B 11-C 11-D 11-E 11-F 11-G

CUT AND PLUG 10" LINE

EXISTING TOP OF BERM (TYP)

LINE SUPPLING TRACT TO BE KEPT IN SERVICE

12" 12"

POND 12

12-A 12-B 12-C 12-D 12-E 12-F 12-G

TOP OF BERM EL. 26.0

POND DISCHARGE (TYP)

CONNECT TO EXIST. 4" PIPE W/NEW TEE

POND 13

13-A 13-B 13-C 13-D 13-E 13-F 13-G

POND 14

14-A 14-B 14-C 14-D 14-E 14-F 14-G

NEW 4" LINE

OVERFLOW PIPE (TYP)

CONNECT TO EXIST. 4" PIPE W/NEW TEE

CUT & PLUG EXIST. 4" LINE

PROPOSED 10' BERM IN PHASE I SEE DETAIL

TOP OF BERM EL. 25.0

PHASE LINE FOR BALL FIELDS

EXISTING TOP OF BERM (TYP)

JOE'S CRAB SHACK

SHARK TOOTH

HOTEL

BUNGY JUMP

6" LINE IN THIS AREA IS TO BE LOWER TO MAINTAIN 30" COVER UNDER POND

EXIST. 2" TIE TO THE TRACK. COORDINATE SERVICE INTERUPTION WITH TRACK PERSONEL AND DWU.

PHASE 1 ⟷ PHASE 2

NOTE:
ALL EXISTING POND DISTRIBUTION PIPING IS PVC.

EXISTING PIPING & POND DISCHARGE TO BE REMOVED OR ABANDONED IN PLACE AT CONTRACTORS OPTION. ABANDONED IN PLACE SHALL BE FILLED WITH GROUT. PROPOSED BERM AND FENCE IS INCLUDED IN PHASE I CONSTRUCTION

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1"=60'		RET		SEPT 97

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EXISTING REUSE - DEMOLITION PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
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NORTH

SCALE: 1"-50'

50' EASEMENT

100' GULF POWER EASEMENT

12"FM 12"SE 12"RW 12"W

PHASE I
PHASE II

148 TUBES 235' EA
@ 2.5' OC
83,950 SF
FLOW RATE 327 GPM

126 TUBES 140' EA
@ 2.5' OC
38,670 SF
FLOW RATE 166 GPM

118 TUBES 130' EA
@ 2.5' OC
31,700 SF
FLOW RATE 144 GPM

FLUSH BOX (TYP)
SEE DETAILS

PLUG 6" LINE
PHASE I

138 TUBES 185' EA
@ 2.5' OC
65,550 SF
FLOW RATE 240 GPM

130 TUBES 235' EA
@ 2.5' OC
65,550 SF
FLOW RATE 288 GPM

50' SETBACK FOR RAPID RATE

SHARK

HOTEL

NOTE:
FLOW RATE BASED ON 1.13 GPH PER EMITTER @ 15 PSI EMITTORS & ON 2' SPACINGS

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BASE BID
SUB SURFACE IRRIGATION (DRIP TUBE)

DESTIN SPORTS COMPLEX – CITY OF DESTIN

PROJECT NO.	NO.
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...\11211232.01dgn\11232-R2.dgn Apr. 01, 1998 11:32:13

NORTH

SCALE: 1"-50'

50' EASEMENT

100' GULF POWER EASEMENT

12"FM 12"SE 12"RW 12"W

PHASE I
PHASE II

12"SE 12"RW 10"RW 12"W 12"FM

26 LINES @ 10.0' o.c.
42,361 S.F.

38 LINES @ 10.0' O.C.
83,950 S.F.

3" DIA. PERF PVC
W/SOCK @ 10.0' OC
(TYP)

28 LINES @ 10.0' O.C.
38,290 S.F.

DESTIN WATER USERS
PROPERTY

10" 8"

28 LINES @ 10.0' o.c.
45,328 S.F.

38 LINES @ 10.0' O.C.
83,950 S.F.

38 LINES @ 10.0' O.C.
83,950 S.F.

28 LINES @ 10.0' O.C.
38,290 S.F.

SHARK

PHASE II
PHASE I

HOTEL

Box is one inch on original drawing D
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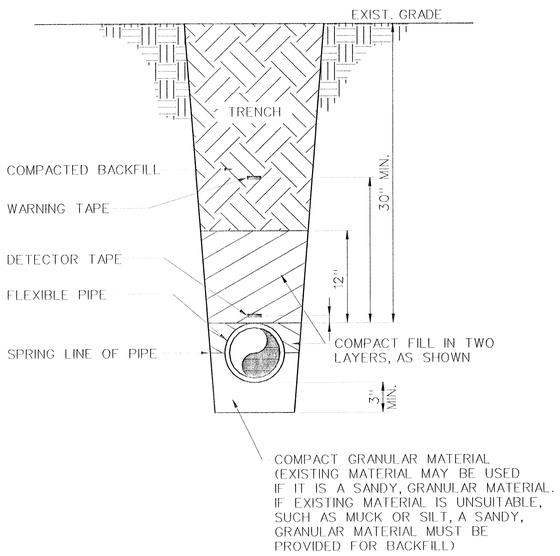
NOT RELEASED FOR CONSTRUCTION BY DATE

BID ALTERNATE 1
SUB SURFACE DISPOSAL LINES

DESTIN SPORTS COMPLEX - CITY OF DESTIN

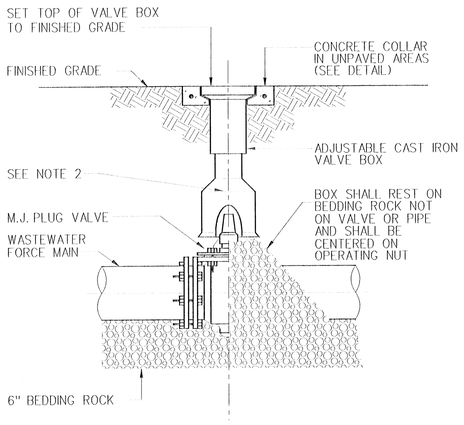
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TYPICAL PIPE BEDDING

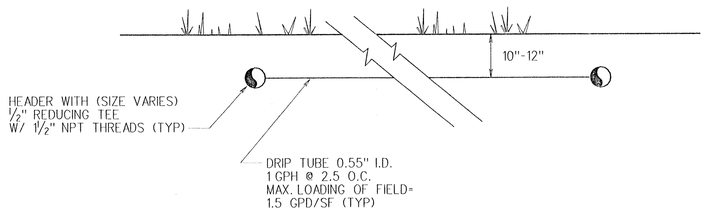
NOT TO SCALE



NOTES:
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO
2. COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

PLUG VALVE AND BOX DETAIL

(FIG.203)

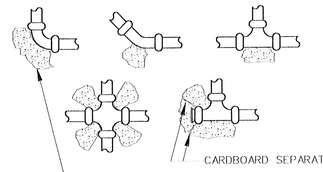


DRIP IRRIGATION AREA SECTION

NOT TO SCALE

GENERAL NOTES

1. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO SUBMITTING A BID.
2. ALL SITEWORK MATERIAL AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND TO DETERMINE IF OTHER UTILITIES WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK AND TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION.
4. CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.
5. ALL VALVE BOXES SHALL BE SET FLUSH AND TO FINISH GRADE.
6. ALL PIPE SHALL HAVE METALIZED PIPE LOCATOR TAPE, A MINIMUM OF 2" WIDE BURIED 12" TO 18" BELOW THE SURFACE. THE TAPE SHALL BE BRIGHT GREEN OR RED IMPRINTED WITH THE WORDING "CAUTION POTABLE WATER MAIN BURIED BELOW" OR "CAUTION SANITARY SEWER FORCE MAIN, WHICHEVER IS APPROPRIATE, IS BURIED BELOW". ALL TAPE SHALL BE AS MANUFACTURED BY THOR ENTERPRISES, INC., SUN PRAIRIE, WI. OR SETON NAMEPLATE CORPORATION, NEW HAVEN, CT., OR APPROVED EQUAL.
7. ALL NEW HEADERS, MANIFOLDS, AND FORCE MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES.
8. TRAFFIC FLOW TO BE MAINTAINED DURING CONSTRUCTION. ANY TRAFFIC BLOCKAGE OR DETOURS TO BE COORDINATED WITH THE ADJACENT PROPERTY OWNERS AND THE CITY OF DESTIN PROPER BARRICADES TO PROVIDED AT ALL TIMES.
9. EROSION AND SEDIMENTATION CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AT ALL TIMES AS PER FDEP REQUIREMENTS.
10. CONTRACTOR TO SEED AND HYDRO MULCH ALL DISTURBED AREAS IMMEDIATELY FOLLOWING CONSTRUCTION.
11. CONTRACTOR TO PROVIDE ENGINEER WITH A COMPLETE SET OF "AS-BUILT" PLANS, INCLUDING LOCATION AND INVERTS OF ALL STRUCTURES AND UTILITIES.
12. SEWERS SHALL BE LAID AT LEAST 10' HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. SEWER AND WATER MAINS MUST BE LAID AT LEAST 5' HORIZONTALLY AND 18" VERTICALLY FROM ANY REUSE MAIN. WHEN THESE CONDITIONS CANNOT BE MET, THE WATER MAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM OF 10 FEET ON BOTH SIDES OF THE CONFLICT. IN THE CASE OF A SEWER MAIN AND REUSE MAIN CONFLICT, THE REUSE MAIN SHALL BE ENCASED AS PREVIOUSLY SPECIFIED.
13. ALL PIPE SHALL HAVE AN ADHESIVE BACKED LABELING TAPE A MINIMUM OF 2" WIDE APPLIED DIRECTLY TO THE PIPE. THE TAPE SHALL BE IMPRINTED WITH THE WORDING "SANITARY SEWER FORCE MAIN" OR "SANITARY SEWER GRAVITY LINE". ALL TAPE SHALL BE MANUFACTURED BY THOR ENTERPRISES, INC., SUN PRAIRIE, WI., OR EQUAL. ALTERNATIVELY, THE PIPE MAY BE LABELED DIRECTLY IN THREE STRIPES WITH THE APPROPRIATE WORDING.



	CAP OR TEE	90° BEND	45° BEND	22.5° BEND
2"	1.0 S.F.	1.0 S.F.	1.0 S.F.	1.0 S.F.
3"	1.3 S.F.	1.8 S.F.	1.0 S.F.	1.0 S.F.
4"	2.6 S.F.	3.7 S.F.	1.8 S.F.	1.0 S.F.
6"	4.8 S.F.	6.8 S.F.	3.7 S.F.	1.9 S.F.
8"	8.1 S.F.	11.4 S.F.	6.2 S.F.	3.2 S.F.
10"	11.7 S.F.	16.5 S.F.	8.9 S.F.	4.6 S.F.

THRUST BLOCK SCHEDULE

NOT TO SCALE

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
		RET		SEPT 97

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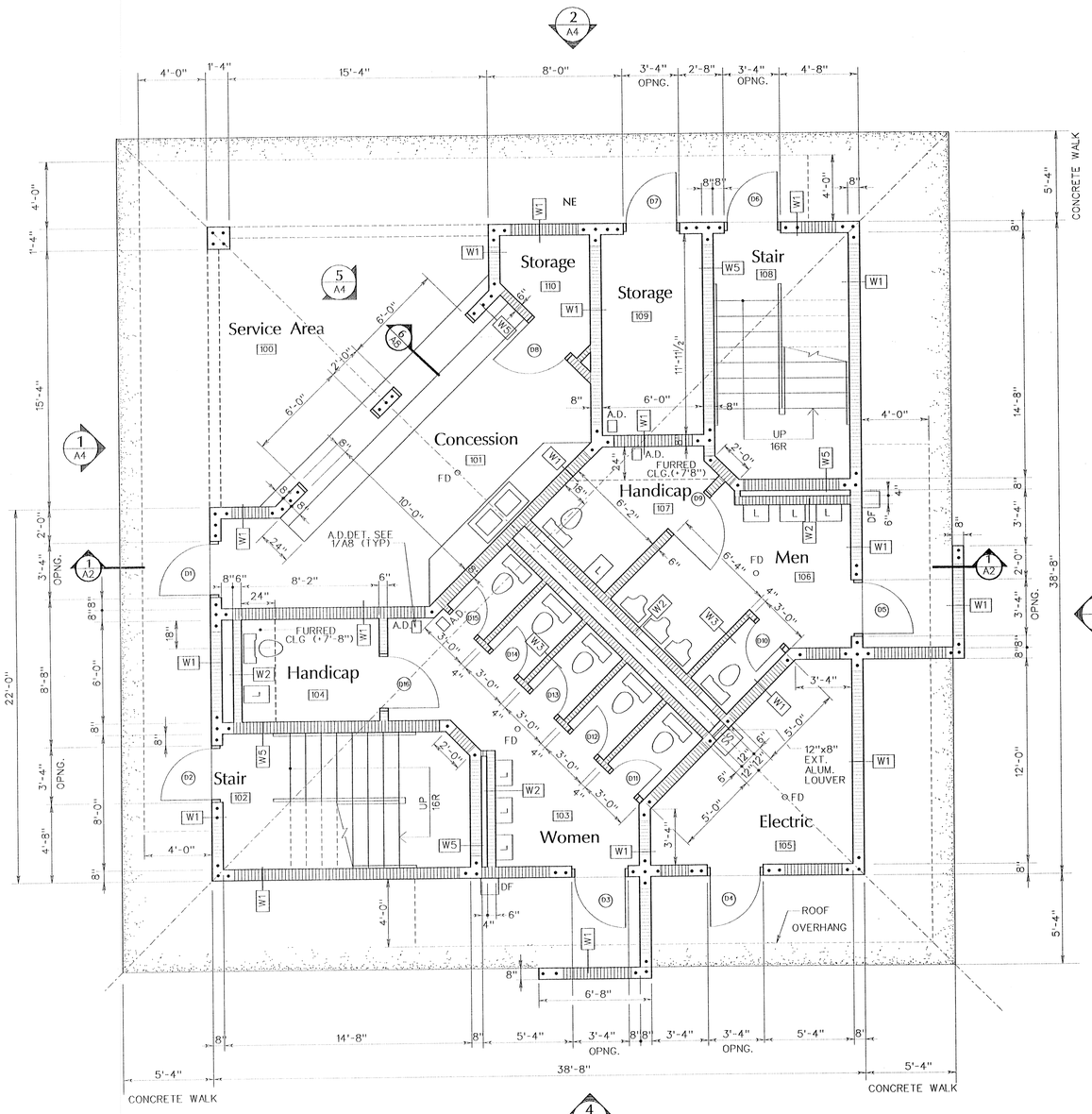
BY
DATE

REUSE DETAILS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

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☐ A.D. INDICATES CEILING ACCESS DOOR TO SERVICE WATER VALVES - COORD. W/ PLUMBING CONTRACTOR

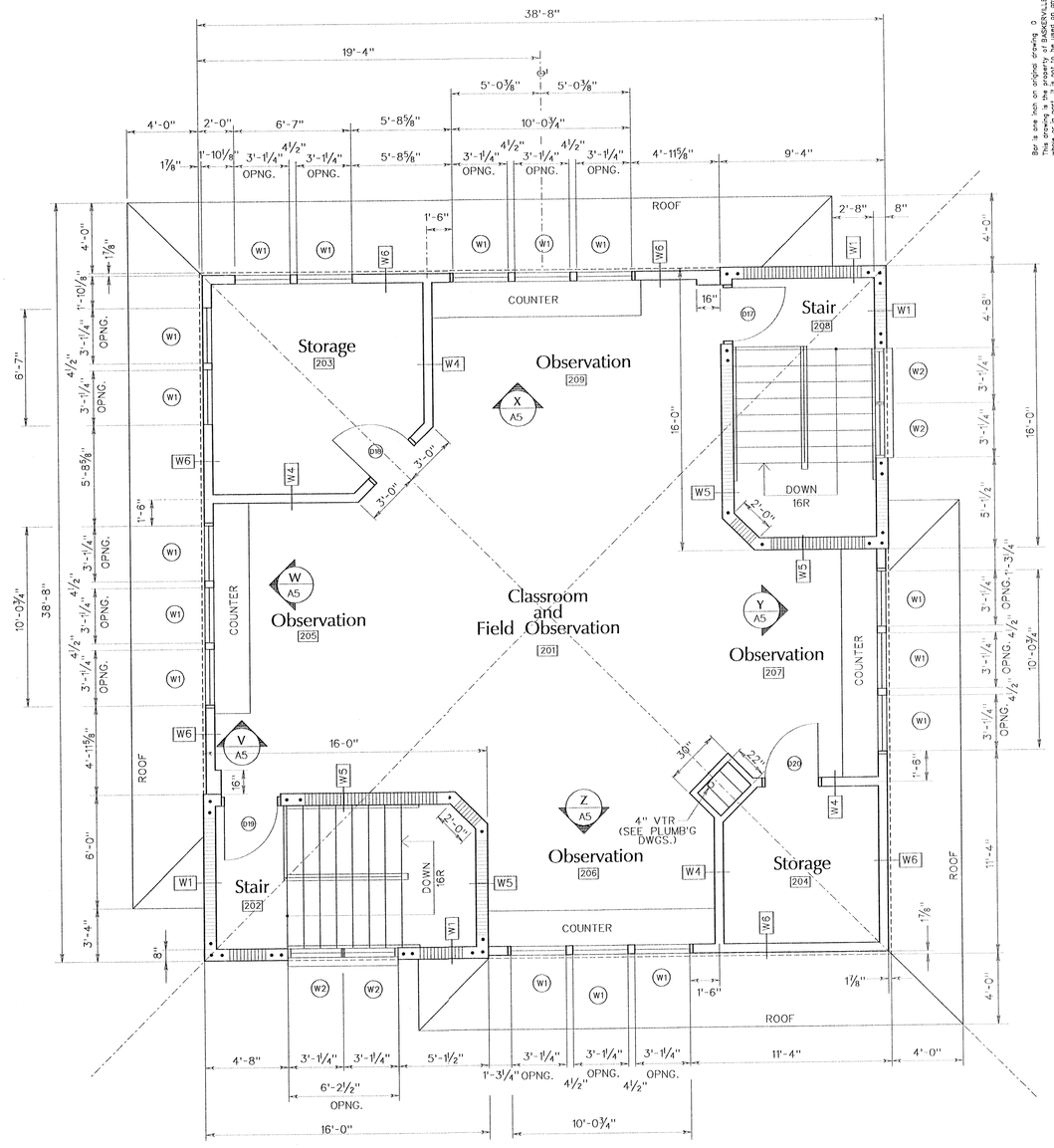
SEE DETAIL 1/A8

FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

SEE TOILET ROOM ACCESSORIES PLAN (SHEET A2 FOR SLAB EXPANSION & CONTROL JOINT LOCATIONS)

NORTH



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

NORTH

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NO.	DATE	APPR.	REVISION

BASKERVILLE-DONOVAN, INC.

ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1/4"=1'-0"		RWB	RET	SEPT 97

NOT RELEASED FOR CONSTRUCTION

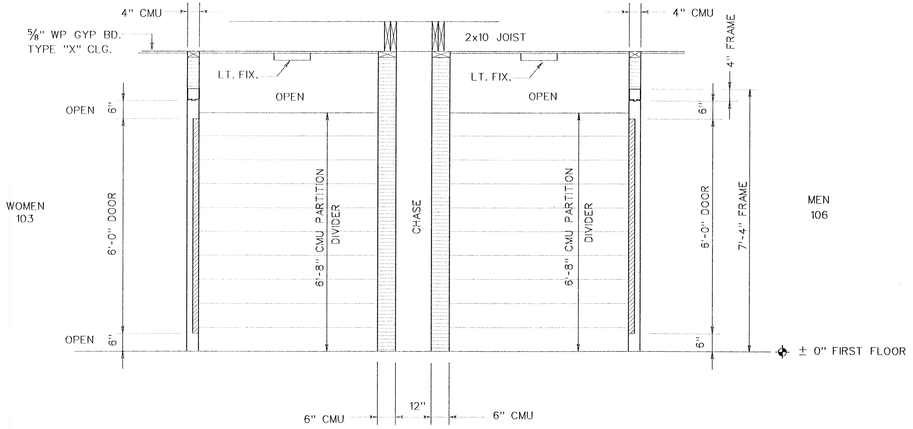
BY DATE

CONCESSION BLDG. - FLOOR PLANS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

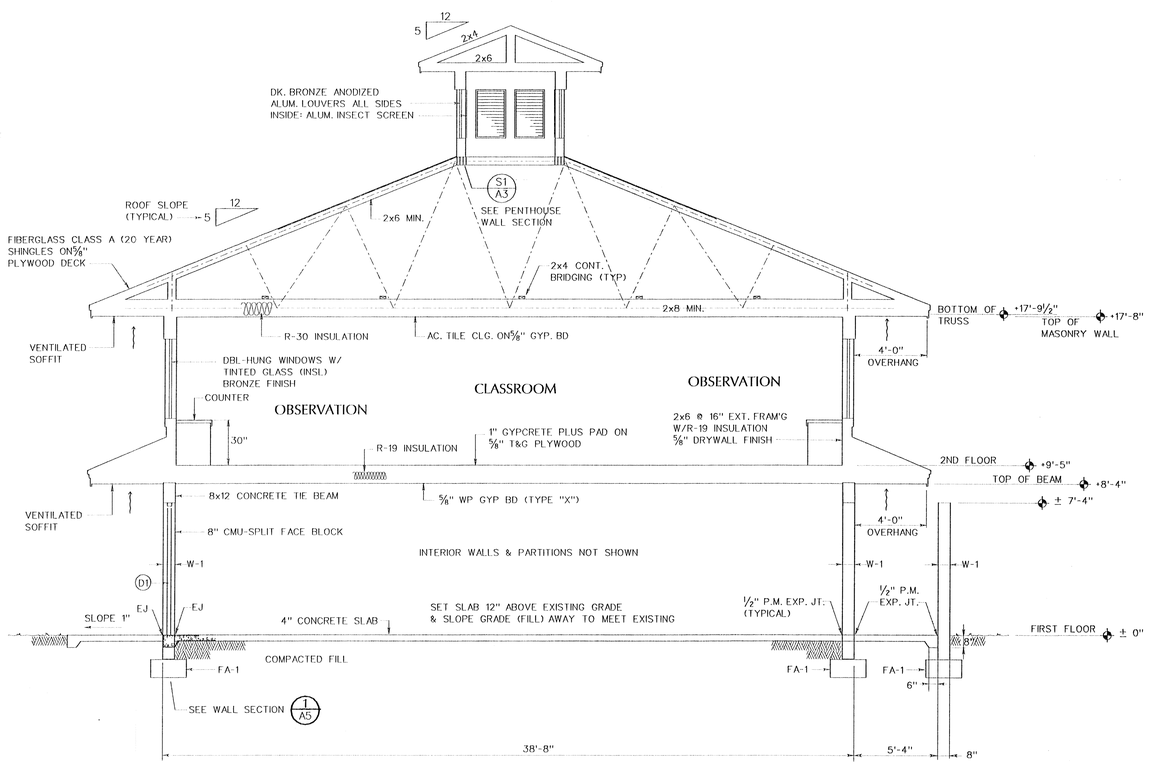
PROJECT NO.	NO.
11232.01	A1
INDEX	OF SHT.

C:\1231\11232.01\DWG\11232-01.dgn MAY 15, 1998 14:18:00



A / A2 TOILET PARTITION ELEVATION

SCALE: 1/2" = 1'-0"



1 / A2 DIAGRAMATIC CROSS SECTION

SCALE: 1/4"=1'-0"

NORTH

TOILET ROOM ACCESSORIES

MANUFACTURER: BOBRICK

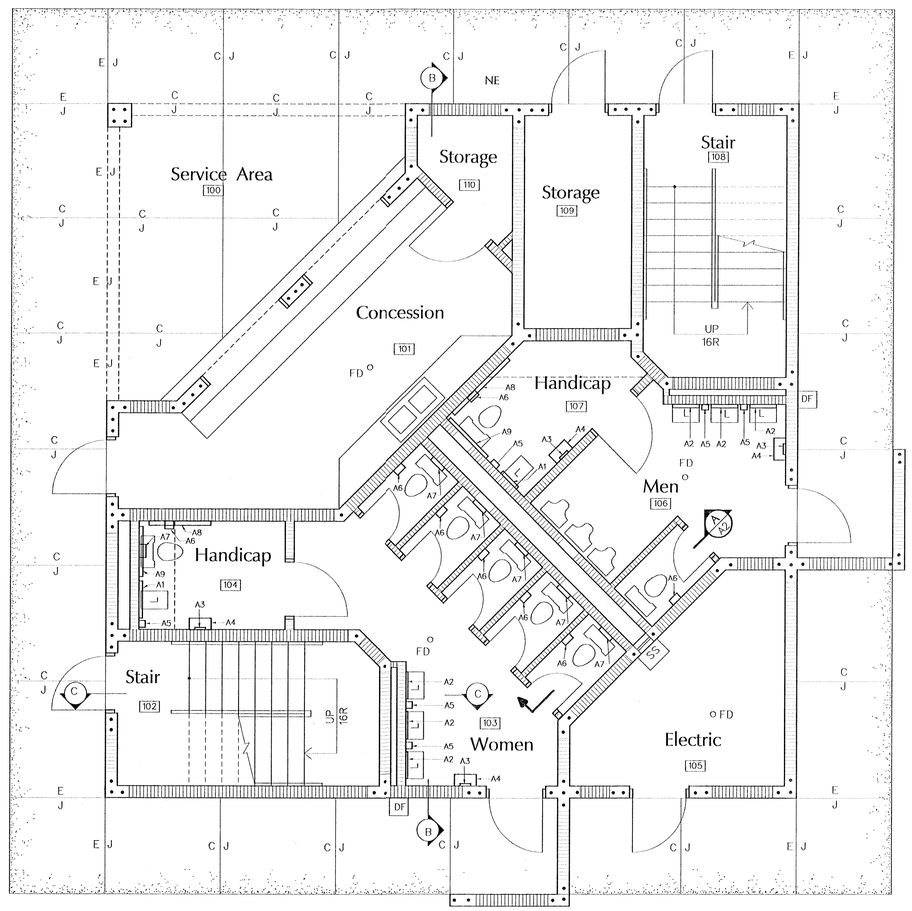
SYMBOL	MFG. NO.	DESCRIPTION
A1	B-293 1830	TILT MIRROR (18"x30") TYPE 304 SATIN FINISH STAINLESS STEEL FRAME
A2	B-165 1830	FRAMED MIRROR (18"x30") TYPE 304 SATIN FINISH STAINLESS STEEL FRAME
A3	B-262	PAPER TOWEL DISPENSER - TYPE 304 SATIN FINISH STAINLESS STEEL 10 3/4" W. x 2.3" H. x4 " D.
A4	B-275	WASTE RECEPTACLE - TYPE 304 SATIN FINISH STAINLESS STEEL W/ VINYL LINER 16 1/2" W. x 2.3" H. x 12 1/2" D.
A5	B-111	SOAP DISPENSER - TYPE 304 SATIN FINSIH STAINLESS STEEL 4 3/4" W. x 8 1/2" H. x 5 1/4" D.
A6	B-288	MULTI-ROLL TOILET TISSUE DISPENSER TYPE 304 SATIN FINISH STAINLESS STEEL 5 7/8" W. x 10 1/2" H. x 5 5/8" D.
A7	B-270	SANITARY NAPKIN DISPOSAL - TYPE 304 SATIN FINISH STAINLESS STEEL 8" W. x 11" H. x 4" D.
A8	B-6206	GRAB BAR - TYPE 304 SATIN FINISH STAINLESS STEEL - 1 1/2" DIA. 18 GA. - CONCEALED MOUNTING W/ 4-SET SCREWS-42" LONG
A9	B-6206	GRAB BAR - TYPE 304 SATIN FINISH STAINLESS STEEL - 1 1/2" DIA. 18 GA. - CONCEALED MOUNTING W/ 4-SET SCREWS-36" LONG

TOILET ROOM ACCESSORIES ARE SURFACE MOUNTED - PROVIDE BACK WALL REINFORCEMENT WHERE REQUIRED FOR PROPER ATTACHMENT OF THE ITEMS SCHEDULED.

CONTRACTOR SHALL FURNISH AND INSTALL TOILET ROOM ACCESSORIES, INCLUDING MOUNTING HEIGHTS, IN CONFORMANCE WITH THE REQUIREMENTS OF THE OCTOBER 1997 EDITION OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, AND THE REQUIREMENTS THAT MEET ADA AND LOCAL BUILDING CODES.

CJ = CONTROL JOINT
EJ= EXPANSION JOINT

SAWCUT SLAB 1" DEEP @ CJ



2 / XX TOILET ROOM ACCESSORIES PLAN

SCALE: 1/4"=1'-0"

NORTH

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BASKERVILLE-DONOVAN, INC.
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1/4"=1'-0"	RWB	RET	

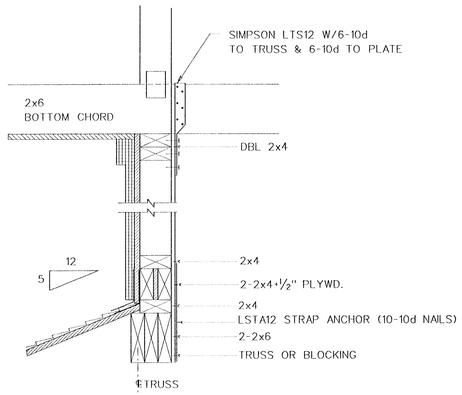
DATE SEPT 97

NOT RELEASED FOR CONSTRUCTION BY DATE

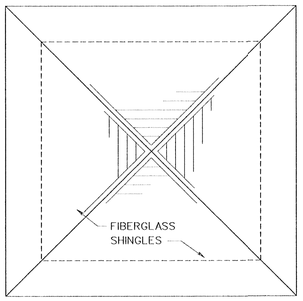
CONCESSION BLDG.
DIAGRAMATIC CROSS SECTION &
TOILET ROOM ACCESSORIES PLAN
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	A2
INDEX	OF SHT.

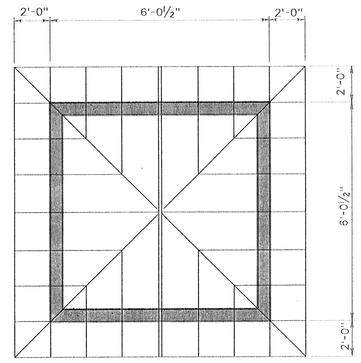
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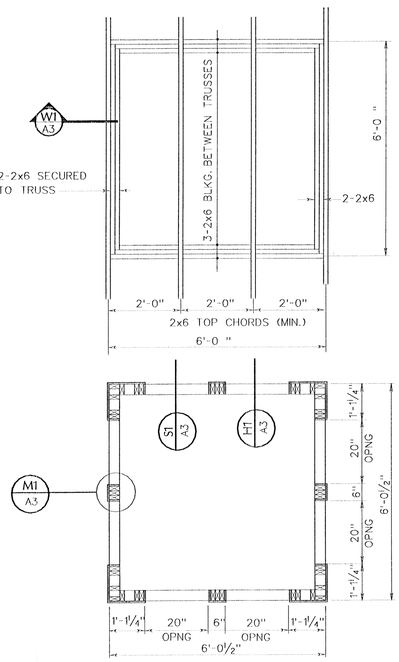
W1 / A3 WALL SECTION
SCALE: 1½" = 1'-0"



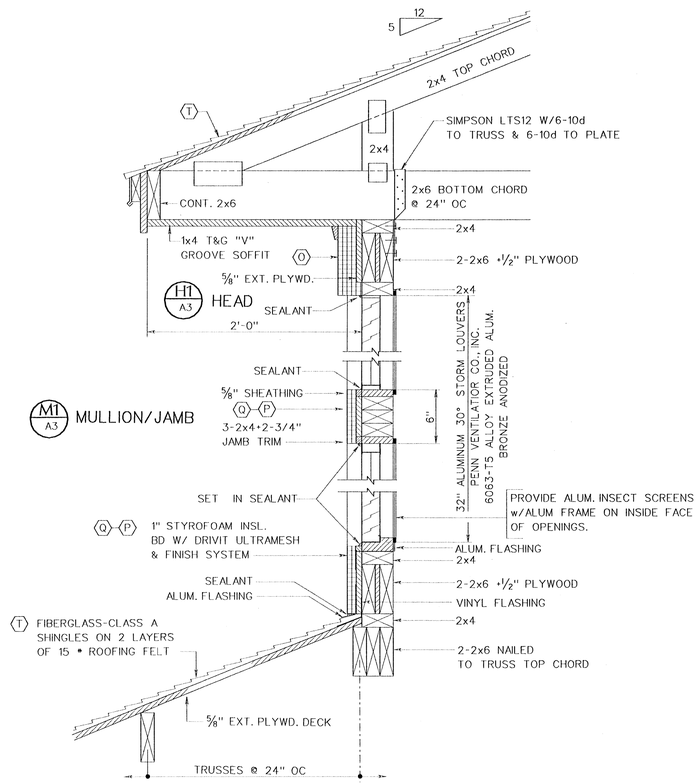
R2 / A3 PENTHOUSE ROOF PLAN
SCALE: ½" = 1'-0"



R1 / A3 PENTHOUSE ROOF FRAMING PLAN
SCALE: ½" = 1'-0"

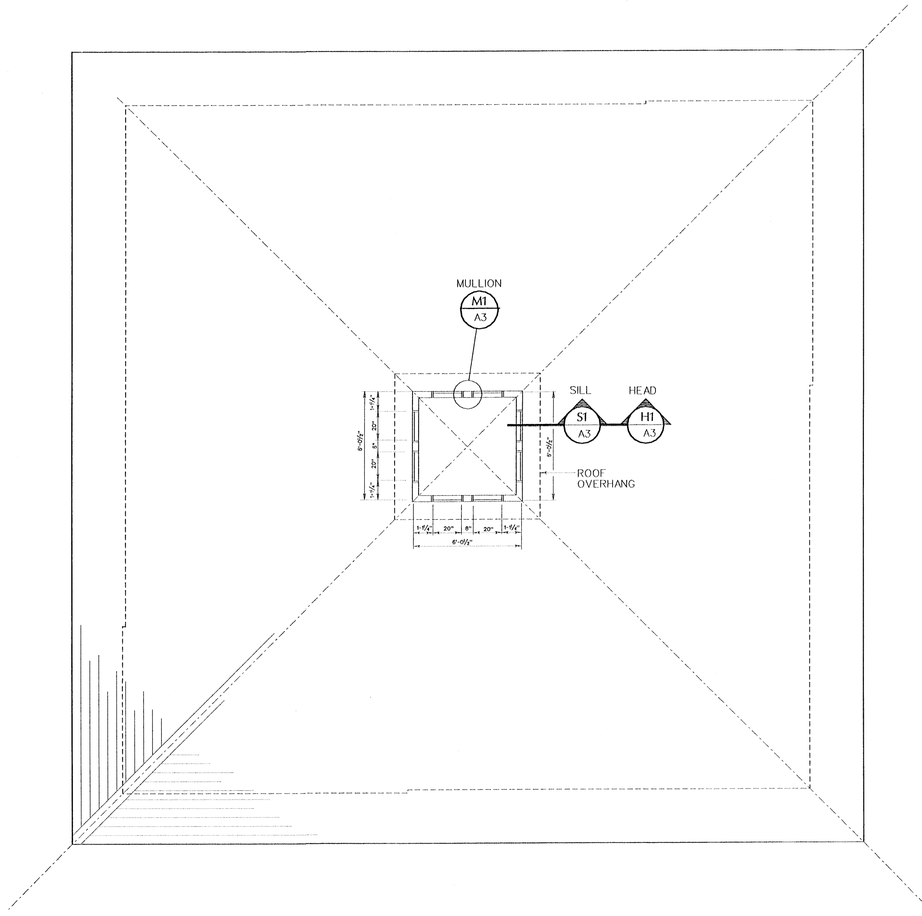


W2 / A3 WALL FRAMING PLAN
SCALE: ½" = 1'-0"



S1 / A3 SILL
SCALE: 1½" = 1'-0"

1 / A3 PENTHOUSE DETAILS
SCALE: AS SHOWN



2 / A3 ROOF PLAN
SCALE: ¼"=1'-0"

NORTH

Be sure to look on project drawings for any additional restrictions. The drawings are 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.

NO.	DATE	APPR.	REVISION

BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED	DATE
¼"=1'-0"	RWB	RET		SEPT 97

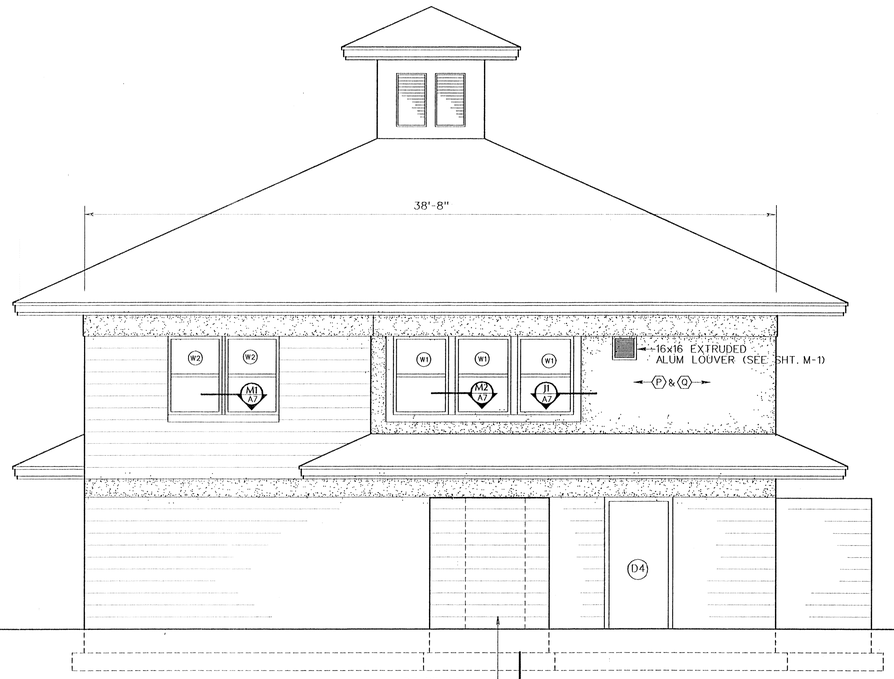
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BY	DATE

CONCESSION BLDG.
ROOF PLAN & PENTHOUSE DETAILS
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	A3
INDEX	OF SHT

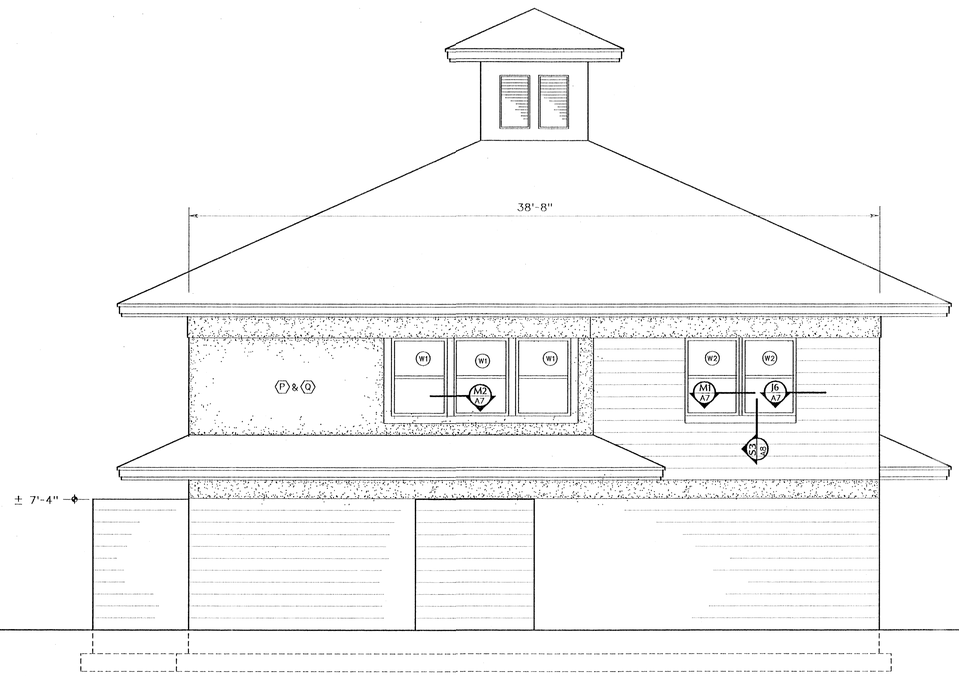
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1 / A4 SOUTHEAST ELEVATION

SCALE: 1/4"-1'-0"

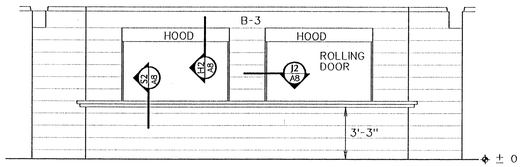
NORTH



2 / A4 NORTHEAST ELEVATION

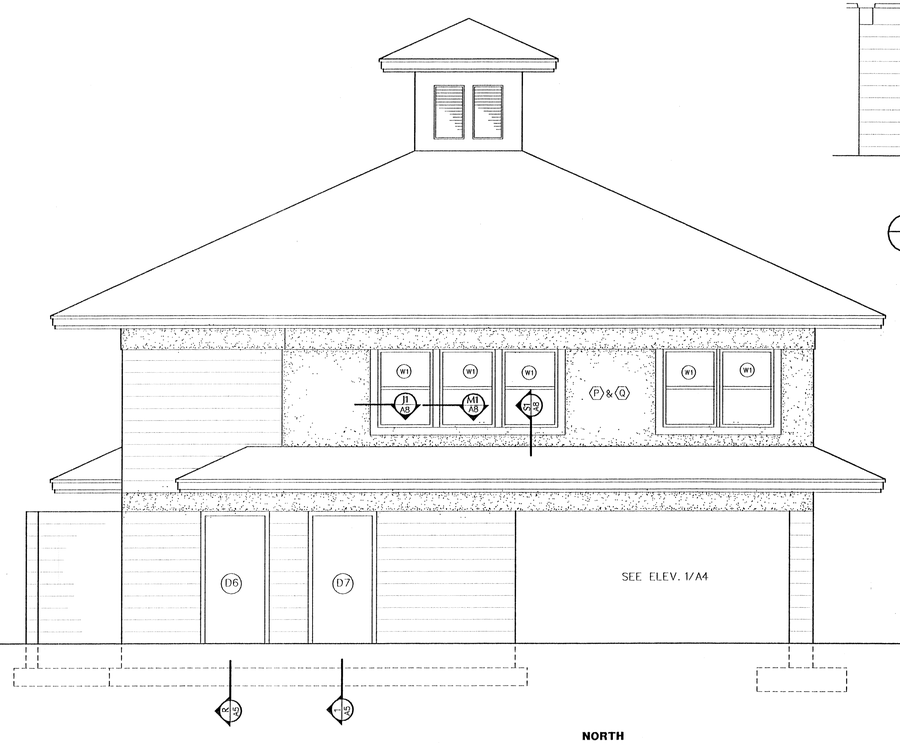
SCALE: 1/4"-1'-0"

NORTH



5 / A4 SERVICE AREA 100 ELEVATION

SCALE: 1/4"-1'-0"



3 / A4 NORTHWEST ELEVATION

SCALE: 1/4"-1'-0"

NORTH

4 / A4 SOUTHWEST ELEVATION

SCALE: 1/4"-1'-0"

NORTH

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NO.	DATE	APPR.	REVISION

BASKERVILLE-DONOVAN, INC.

ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED
1/4"=1'-0"	RWB	RET	

DATE SEPT. 97

NOT RELEASED FOR CONSTRUCTION

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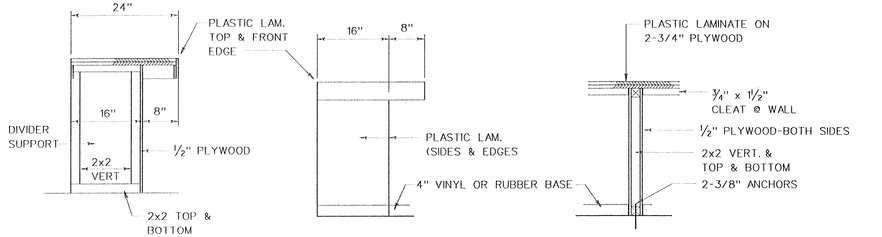
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CONCESSION BLDG. – ELEVATIONS

DESTIN SPORTS COMPLEX – CITY OF DESTIN

PROJECT NO.	NO.
11232.01	A4
INDEX	OF SHT.

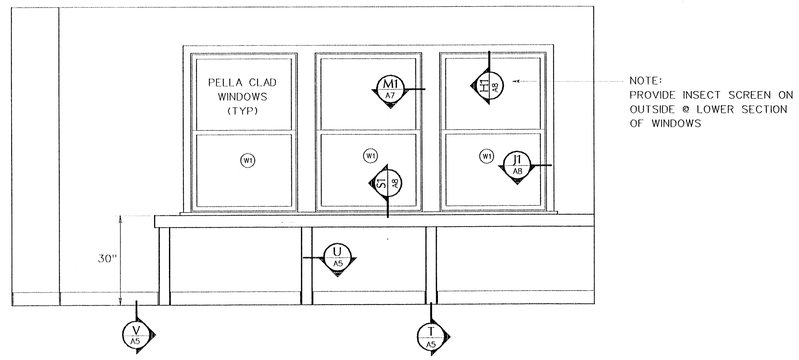
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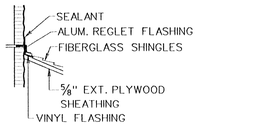
T/A5 SECTION
SCALE: 1½"=1'-0"

V/A5 ELEVATION
SCALE: 1½"=1'-0"

U/A5 SECTION
SCALE: 1½"=1'-0"



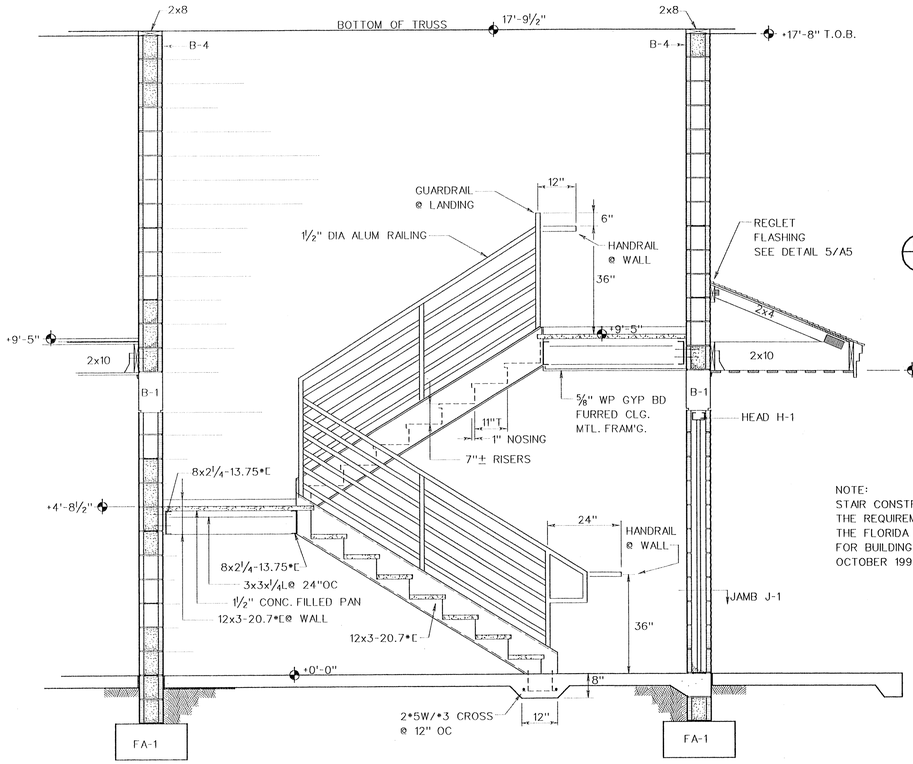
W/A5 WALL ELEVATION
SCALE: ½"=1'-0"
ELEVATION X, Y & Z SIMILAR



5/A5 DETAIL

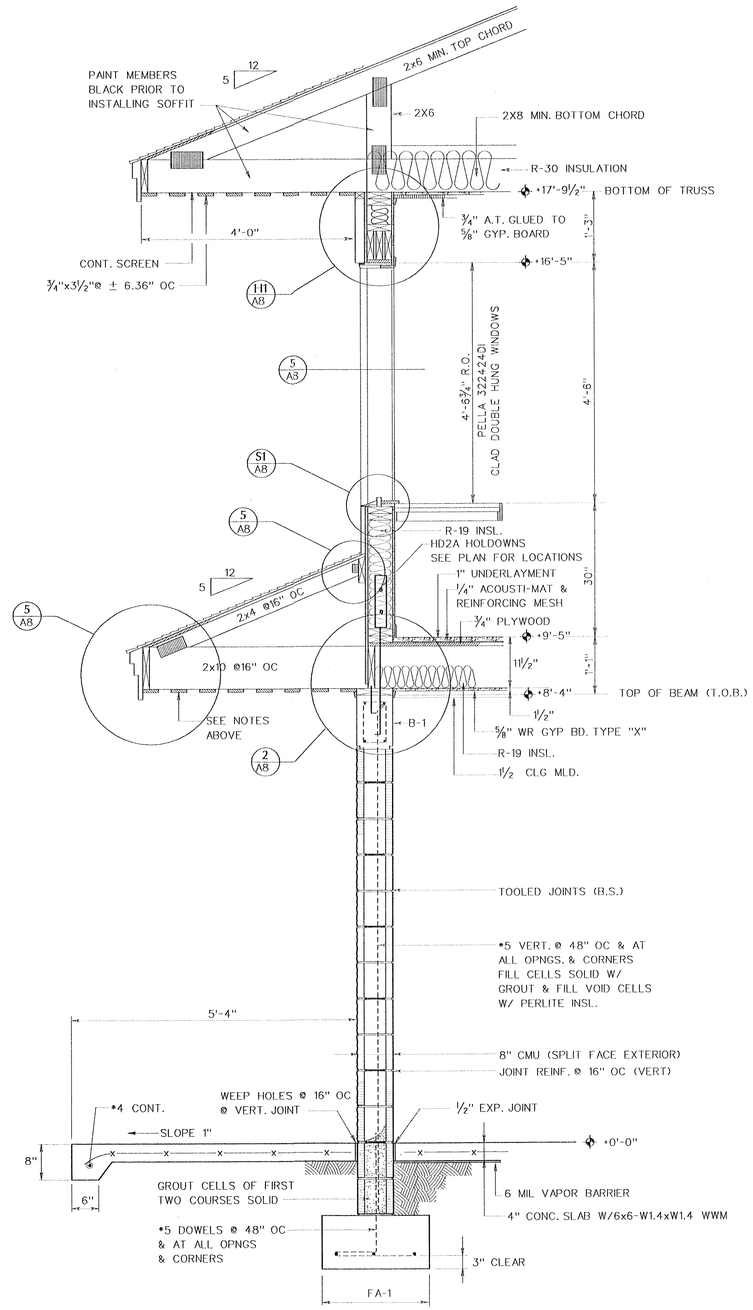
SIMPSON U210 JOIST HANGERS
FOR PERPENDICULAR CONDITIONS
10-16d NAILS
USE SIMPSON SUR210 SKEWED
JOIST HANGERS FOR 45° CONDITIONS
10-16d NAILS

Q/A5 TYPICAL JOIST CONNECTION



NOTE:
STAIR CONSTRUCTION SHALL MEET THE REQUIREMENTS OF ADA AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION OCTOBER 1997 EDITION

R/A5 SECTION THRU STAIRS
SCALE: ½"=1'-0"



1/A5 WALL SECTION
SCALE: ¾"=1'-0"

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NO.	DATE	APPR.	REVISION

BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1/4"=1'-0"	RWB	RET		SEPT 97

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CONCESSION BLDG.
DETAILS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	A5
INDEX	OF SHT.

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FINISH SCHEDULE LEGEND – CONCESSION FACILITY

FINISH DESIGNATION	SUBSTRATE	FINISH	COLOR CODE	REMARKS
FLOORS:				
FF-1	CONCRETE	CLEAR SEALER	CLEAR	
FF-2	CEMENTITIOUS UNDERLAYMENT	VINYL COMPOSITION TILE	NOTE A	
BASE:				
BF-1	CONCRETE MASONRY	SATIN ENAMEL PAINT	NOTE A	
BF-2	GYPSUM BOARD OR CONCRETE MASONRY	VINYL OR RUBBER	NOTE A	
WAINSCOT:				
WALLS:				
WF-1	CONCRETE MASONRY	SATIN ENAMEL PAINT	NOTE A	
WF-2	5/8" GYPSUM BOARD	LATEX PAINT	NOTE A	
CEILING:				
CF-1	WP GYPSUM BOARD 5/8" TYPE "X"	SATIN ENAMEL PAINT	NOTE A	
CF-2	5/8"GYPSUM BOARD	12"X12" ACOUSTIC TILE ADHESIVE APPLIED	NOTE A	
CF-3	GYPSUM BOARD 5/8" TYPE "X"	LATEX PAINT	NOTE A	
CF-4	WOOD	HOUSE PAINT	NOTE A	
CF-5	5/8" GYPSUM BOARD	LATEX PAINT	NOTE A	

FINISH NOTES:

A – COLOR TO BE SELECTED BY OWNER.

DOOR SCHEDULE – CONCESSION FACILITY

DOOR NO.	DOOR LOCATION FROM	TO	DOOR TYPE	LEAFS	DOOR SIZE WIDTH	HEIGHT	THK.	DOOR MATL.	FINISH	PANELS	WALL TYPE	DOOR NO.	DOOR FRAME MATL.	FINISH	JAMB	HEAD	THRESHOL TYPE	RATING MATL.	LABEL	HARDWARE SET NUMBER	REMARKS
D1	101	EXT.	A	1	3'-0"	7'-0"	1-3/4"	F'GL	PAINT	FLUSH	W-1	D1	F'GL	PAINT	J-1	H-1	T-1	ALUM	–	HW-1	
D2	102	EXT.	A	1	3'-0"	7'-0"	1-3/4"	F'GL	PAINT	FLUSH	W-1	D2	F'GL	PAINT	J-1	H-1	T-1	ALUM	–	HW-2	
D3	103	EXT.	C	1	3'-0"	7'-0"	1-3/4"	F'GL	PAINT	LOUVER	W-1	D3	F'GL	PAINT	J-1	H-1	T-1	ALUM	–	HW-3	NOTE H
D4	105	EXT.	A	1	3'-0"	7'-0"	1-3/4"	F'GL	PAINT	FLUSH	W-1	D4	F'GL	PAINT	J-1	H-1	T-1	ALUM	–	HW-4	
D5	106	EXT.	C	1	3'-0"	7'-0"	1-3/4"	F'GL	PAINT	LOUVER	W-1	D5	F'GL	PAINT	J-1	H-1	T-1	ALUM	–	HW-3	NOTE H
D6	108	EXT.	A	1	3'-0"	7'-0"	1-3/4"	F'GL	PAINT	FLUSH	W-1	D6	F'GL	PAINT	J-1	H-1	T-1	ALUM	–	HW-2	
D7	109	EXT.	A	1	3'-0"	7'-0"	1-3/4"	F'GL	PAINT	FLUSH	W-1	D7	F'GL	PAINT	J-1	H-1	T-1	ALUM	–	HW-4	
D8	110	101	A	1	3'-0"	7'-0"	1-3/4"	WOOD	PAINT	FLUSH	W-2	D8	H.M.	PAINT	J-2	H-2	–	–	–	HW-5	
D9	107	106	A	1	3'-0"	6'-0"	1-3/4"	WOOD	STAIN	FLUSH	W-2	D9	H.M.	PAINT	J-2	H-2	–	–	–	HW-6	NOTE B
D10	106	TLT	A	1	2'-0"	6'-0"	1-3/8"	WOOD	STAIN	FLUSH	W-3	D10	H.M.	PAINT	J-3	H-3	–	–	–	HW-7	NOTE B
D11	103	TLT.	A	1	2'-0"	6'-0"	1-3/8"	WOOD	STAIN	FLUSH	W-3	D11	H.M.	PAINT	J-3	H-3	–	–	–	HW-7	NOTE B
D12	103	TLT.	A	1	2'-0"	6'-0"	1-3/8"	WOOD	STAIN	FLUSH	W-3	D12	H.M.	PAINT	J-3	H-3	–	–	–	HW-7	NOTE B
D13	103	TLT.	A	1	2'-0"	6'-0"	1-3/8"	WOOD	STAIN	FLUSH	W-3	D13	H.M.	PAINT	J-3	H-3	–	–	–	HW-7	NOTE B
D14	103	TLT.	A	1	2'-0"	6'-0"	1-3/8"	WOOD	STAIN	FLUSH	W-3	D14	H.M.	PAINT	J-3	H-3	–	–	–	HW-7	NOTE B
D15	103	TLT.	A	1	2'-0"	6'-0"	1-3/8"	WOOD	STAIN	FLUSH	W-3	D15	H.M.	PAINT	J-3	H-3	–	–	–	HW-7	NOTE B
D16	104	103	A	1	3'-0"	6'-0"	1-3/4"	WOOD	STAIN	FLUSH	W-2	D16	H.M.	PAINT	J-2	H-2	–	–	–	HW-6	NOTE B
D17	207	208	A	1	3'-0"	7'-0"	1-3/4"	WOOD	STAIN	FLUSH	W-1	D17	H.M.	PAINT	J-5	H-5	–	–	1-HR (B)	HW-8	
D18	201	203	B	1	3'-0"	7'-0"	1-3/4"	WOOD	STAIN	GLASS	W-4	D18	H.M.	PAINT	J-4	H-4	–	–	–	HW-9	NOTE I
D19	205	202	A	1	3'-0"	7'-0"	1-3/4"	WOOD	STAIN	FLUSH	W-1	D19	H.M.	PAINT	J-5	H-5	–	–	1-HR (B)	HW-8	
D20	204	207	A	1	3'-0"	7'-0"	1-3/4"	WOOD	STAIN	FLUSH	W-4	D20	H.M.	PAINT	J-4	H-4	–	–	–	HW-10	

DOOR SCHEDULE NOTES:

A – ALL WOOD DOORS SHALL BE SOLID CORE.

B – BOTTOM OF TOILET COMPARTMENT DOORS SHALL BE SET AT 6" ABOVE FLOOR LINE.

C – DOORS TO BE STAINED SHALL HAVE A BIRCH OR ASH VENEER.

D – STAIN FINISH SHALL INCLUDE 1-COAT OF STAIN PLUS 2-COATS OF LOW-LUSTER POLYURETHANE FINISH. SAND BETWEEN FINISH COATS

E – STAIN AND SEAL ALL EDGES OF BIRCH OR ASH DOORS – PAINT EDGES OF ALL OTHER DOORS.

F – F'GL INDICATES FIBERGLASS DOORS & FRAMES. (CHEM-PRUF DOOR CO. OR APPROVED EQUAL)

G – GROUT SOLID DOOR FRAMES SET IN MASONRY WALLS.

H – DOOR LOUVERS: PENN VENTILATOR "AIRSTREAN" MODEL RAH – 6063-T5 ALLOY EXTRUDED ALUMINUM 1-INCH (24"X24") 90-DEGREE CHEVRON HORIZONTAL

I – 1/4-INCH CLEAR TEMPERED PLATE GLASS (24"x36":)

FINISH HARDWARE SCHEDULE – CONCESSION FACILITY

HDW SET NO.	BUTTS NO.	SIZE	TYPE	LATCHSET LOCKSET	PANIC DEVICE	FUNCTION
HW-1	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PRIVACY LATCH CYLINDER LOCK	–	OUTSIDE: ALWAYS FREE INSIDE: BUTTON LOCK BOTH SIDES: KEY LOCK/UNLOCK
HW-2	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. BB FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	RIM TYPE KEY LOCK	INSIDE: ALWAYS FREE OUTSIDE: KEY LOCK/UNLOCK
HW-3	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	–	BOTH SIDES: ALWAYS FREE OUTSIDE: KEY LOCK/UNLOCK
HW-4	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	–	BOTH SIDES: ALWAYS FREE OUTSIDE: KEY LOCK/UNLOCK
HW-5	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PASSAGE LATCH	–	BOTH SIDES: ALWAYS FREE
HW-6	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PRIVACY LATCH	–	OUTSIDE: SCREW DRIVER OPEN INSIDE: BUTTON LOCK
HW-7	1-1/2-PR.	4 x 4	ST. STL. FULL MORTICE	PRIVACY LATCH	–	OUTSIDE: SCREW DRIVER OPEN INSIDE: BUTTON LOCK
HW-8	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. BB FULL MORTICE	PASSAGE	RIM TYPE	BOTH SIDES: ALWAYS FREE
HW-9	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	ENTRANCE LOCK	–	OUTSIDE: KEY LOCK/UNLOCK INSIDE: BUTTON LOCK
HW-10	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	CLASSROOM LOCK	–	OUTSIDE: KEY LOCK/UNLOCK INSIDE: ALWAYS FREE

FINISH HARDWARE SCHEDULE – CONCESSION FACILITY

HDW SET NO.	CLOSERS	STOPS	THRESHOLD	FRAME SILENCERS	BASIC FINISH	OTHER HARDWARE REQUIREMENTS	REMARKS
HW-1	–	–	TT-1 1665D	YES	630 (32D)	WEATHERSTRIP NOTE – E	FRAME: 306AV – DOOR: 216AV D-1 (NOTE G)
HW-2	LCN 4210 SERIES	–	TT-1 1665D	NO	630 (32D)	WEATHERSTRIP NOTE – E	FRAME: 306AV – DOOR: 216AV D-2 & D-6 (NOTE I)
HW-3	–	FLOOR	TT-1 1665D	YES	630 (32D)	WEATHERSTRIP NOTE – E	FRAME: 306AV – DOOR: 216AV D-3 & D-5 (NOTE G)
HW-4	–	–	TT-1 1665D	YES	630 (32D)	WEATHERSTRIP NOTE – E	FRAME: 306AV – DOOR: 216AV D-4 & D-7 (NOTE G)
HW-5	–	FLOOR	–	YES	626 (26D)	–	D-8
HW-6	–	FLOOR	–	YES	626 (26D)	–	D-9 & D-16
HW-7	–	WALL	–	YES	626 (26D)	–	D-10 THRU D-15
HW-8	LCN 4210 SERIES	–	–	YES	630 (32D)	–	D-17 & D-19 (NOTE J)
HW-9	–	FLOOR	–	YES	626 (26D)	–	D-18
HW-10	–	FLOOR	–	YES	626 (26D)	–	D-20

HARDWARE SCHEDULE NOTES:

A – MOUNT CLOSERS ON THE INSIDE FACE OF THE DOOR.

B – ALL CLOSERS SHALL MEET HANDICAP (ADA) OPENING FORCE REQUIREMENTS.

C – PROVIDE FLOOR OR WALL STOPS AT ALL LOCATIONS WHERE DOOR LOCK/LATCHSET COULD STRIKE WALL. WALL STOPS: GLYNN-JOHNSON "A" OR "B" OR APPROVED EQUAL QUALITY. FLOOR STOPS: GLYNN-JOHNSON "D" OR "F" OR APPROVED EQUAL QUALITY.

D – ALL LOCK/LATCHSETS SHALL BE LEVER HANDLE TYPE MEETING HANDICAP (ADA) REQUIREMENTS.

E – THRESHOLDS & WEATHERSTRIPS: PEMKO OR APPROVED EQUAL.

F – MASTER KEY ALL LOCKS.

G – CYLINDER LOCKS, EXCEPT AS OTHERWISE NOTED, SHALL BE DOUBLE TYPE (KEY BOTH SIDES).

H – LOCKS/LATCHSETS SHALL BE EQUAL TO SCHLAGE ("LEVON" STYLE LEVER HANDLES)

I – RIM TYPE PANIC DEVICE: VON DUPRIN 98/99 RIM DEVICE – OUTSIDE KEY LOCK, LEVER 992L SCHLAGE B502-191 CYLINDER LOCK

J – RIM TYPE PANIC DEVICE: VON DUPRIN 98/99 RIM DEVICE

ROOM FINISH SCHEDULE – CONCESSION FACILITY

ROOM/SPACE NUMBER	NAME	FLOOR	AREA	BASE	WAINSCOT	WALLS N	S	E	W	ROOM/SPACE NUMBER	NAME	CEILING	CEILING HEIGHT	ROOM SIGNAGE	REMARKS
100	SERVICE AREA	FF-1	137	BF-1	–	–	–	–	WF-1	100	SERVICE AREA	CF-4	+ 8'-4"	–	
101	CONCESSION	FF-1	206	BF-1	–	WF-1	WF-1	WF-1	WF-1	101	CONCESSION	CF-1	+ 8'-4"	–	
102	STAIRS	FF-1	117	BF-1	–	WF-1	WF-1	WF-1	WF-1	102	STAIRS	CF-3	–	S-1	
103	WOMEN	FF-1	168	BF-1	–	WF-1	WF-1	WF-1	WF-1	103	WOMEN	CF-1	+ 8'-4"	S-1/S-2	
104	HANDICAP	FF-1	52	BF-1	–	WF-1	WF-1	WF-1	WF-1	104	HANDICAP	CF-1	+ 8'-4"	S-3	
105	ELECTRIC	FF-1	107	BF-1	–	WF-1	WF-1	WF-1	WF-1	105	ELECTRIC	CF-1	+ 8'-4"	S-5	
106	MEN	FF-1	120	BF-1	–	WF-1	WF-1	WF-1	WF-1	106	MEN	CF-1	+ 8'-4"	S-1/S-4	
107	HANDICAP	FF-1	52	BF-1	–	WF-1	WF-1	WF-1	WF-1	107	HANDICAP	CF-1	+ 8'-4"	S-3	
108	STAIR	FF-1	117	BF-1	–	WF-1	WF-1	WF-1	WF-1	108	STAIR	CF-3	–	S-1	
109	STORAGE	FF-1	64	BF-1	–	WF-1	WF-1	WF-1	WF-1	109	STORAGE	CF-1	+ 8'-4"	–	
110	STORAGE	FF-1	26	BF-1	–	WF-1	WF-1	WF-1	WF-1	110	STORAGE	CF-1	+ 8'-4"	–	
201	CLASSROOM	FF-2	378	BF-2	–	WF-1	WF-1	WF-2	WF-2	201	CLASSROOM	CF-2	+ 8'-3"	–	
202	STAIRS	FF-1	117	BF-1	–	WF-1	WF-1	WF-1	WF-1	202	STAIRS	CF-3	+ 8'-3"	S-1	
203	OFFICE	FF-2	138	BF-2	–	WF-2	WF-2	WF-2	WF-2	203	OFFICE	CF-2	+ 8'-3"	–	
204	STORAGE	FF-2	67	BF-2	–	WF-2	WF-2	WF-2	WF-2	204	STORAGE	CF-5	+ 8'-3"	–	
205	OBSERVATION	FF-2	132	BF-2	–	–	WF-2	WF-2	WF-1	205	OBSERVATION	CF-2	+ 8'-3"	–	
206	OBSERVATION	FF-2	110	BF-2	–	–	WF-1	WF-2	WF-2	206	OBSERVATION	CF-2	+ 8'-3"	–	
207	OBSERVATION	FF-2	110	BF-2	–	WF-1	WF-2	–	WF-2	207	OBSERVATION	CF-2	+ 8'-3"	–	
208	STAIRS	FF-1	117	BF-1	–	WF-1	WF-1	WF-1	WF-1	208	STAIRS	CF-3	+ 8'-3"	S-1	
209	OBSERVATION	FF-2	132	BF-2	–	WF-1	–	WF-2	WF-2	209	OBSERVATION	CF-2	+ 8'-3"	–	
*	TOTAL FLOOR AREA:		2,467 . FT. NET AREA												

FINISH NOTES:

A – COLORS TO BE SELECTED BY OWNER.

SIGNAGE SCHEDULE: CONFORM TO ADA/CODE REQUIREMENTS FOR DISABLED PERSONS

S-1 NO SMOKING (BLACK ON GRAY) MOUNT ON WALL

S-2 WOMEN (WHITE ON BLUE) MOUNT ON SCREEN WALL

S-3 HANDICAP SYMBOL (BLUE ON WHITE) MOUNT ON DOOR

S-4 MEN (WHITE ON BLUE) MOUNT ON SCREEN WALL

S-5 ELECTRIC ROOM (WHITE ON RED) MOUNT ON WALL BESIDE DOOR

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ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED	DATE
		RET		SEPT 97

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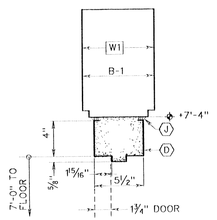
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CONCESSION BLDG. SCHEDULES

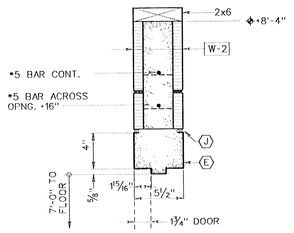
DESTIN SPORTS COMPLEX – CITY OF DESTIN

PROJECT NO.	NO.
11232.01	A6
INDEX	OF SHT

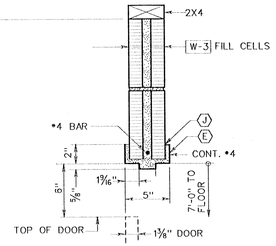
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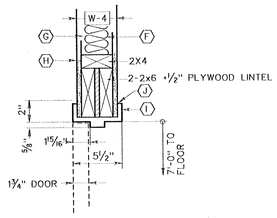
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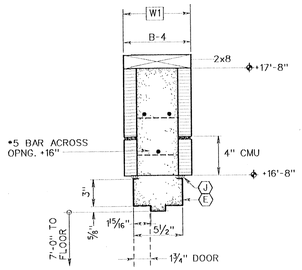
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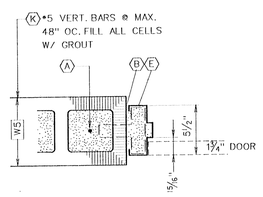
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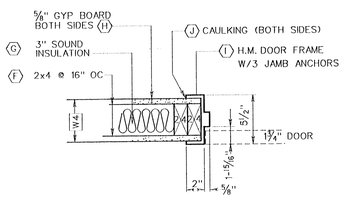
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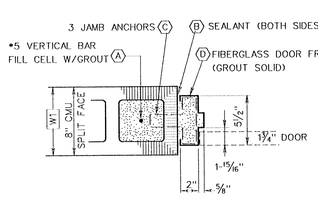
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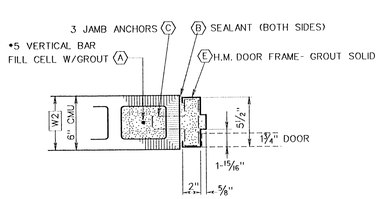
J1 A7 JAMB
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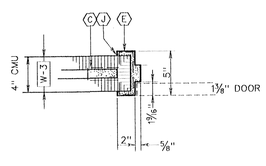
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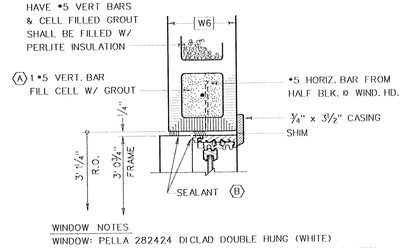
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J4 A7 JAMB
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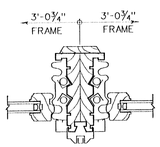


J5 A7 JAMB
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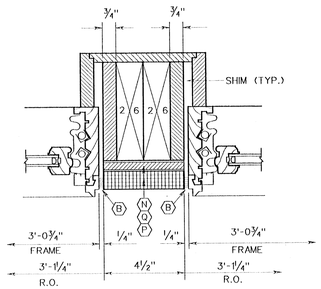


WINDOW NOTES
WINDOW: PELLA 282424 DICLAD DOUBLE HUNG (WHITE)
GLASS: CLEAR DOUBLE PANE INSULATING TYPE (BRONZE TINTED)
B SEALANT: DOW CORNING 790 SILICONE BUILDING SEALANT (WHITE)

J16 A7 JAMB
SCALE: 1½" = 1'-0"



M1 A7 MULLION
SCALE: 3" = 1'-0"



M2 A7 MULLION
SCALE: 3" = 1'-0"

KEY NOTES

- A *5 VERTICAL BAR - FILL CELL W/ GROUT
- B SEALANT(BOTH SIDES)
- C 3 JAMB ANCHORS
- D FIBERGLASS DOOR FRAME (GROUT SOLID)
- E H.M. DOOR FRAME - GROUT SOLID - 3 JAMB ANCHORS
- F 2x4 @ 16" OC
- G 3" SOUND INSULATION
- H 5/8" GYP BOARD BOTH SIDES
- I H.M. DOOR FRAME W/3 JAMB ANCHORS
- J CAULKING (BOTH SIDES)
- K *5 VERT. BARS @ MAX 48" OC - FILL ALL CELLS W/ GROUT
- L 2x6 @ 16" OC - R-19 INSULATION
- M 2¼" CASING
- N 5/8" EXT. PLYWOOD
- O 2" STYROFOAM INSULATION BD. W/ MECH. FASTENERS
- P DRIVIT ULTRAMESH FINISH SYSTEM
- Q 1" STYROFOAM INSUL. BD. W/ MECH. FASTENER
- R ½" SEALANT PLUS BACKER ROD
- S 1x6 "V" GROOVE T&G CEILING
- T ¾" EXT. PLYWOOD & FIBERGLASS- CLASS A SHINGLES ON 2 LAYERS OF 15# ROOF FELT
- U 1*5 VERT. BAR FILL CELL W/ GROUT
- V PLASTIC LAMINATE 2-LAYER ¾" EXTERIOR PLYWOOD
- W SEALANT

Bar is one inch on original drawing D ——— 1" If not, adjust scale accordingly.
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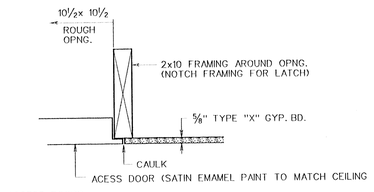
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CONCESSION BLDG.
WALL, DOOR & WINDOW DETAILS

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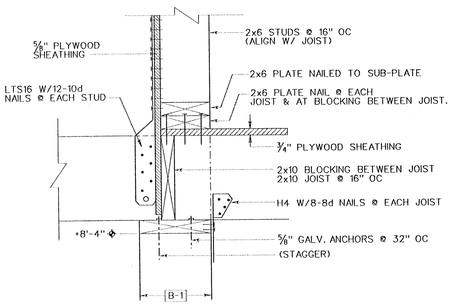
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NO. A7
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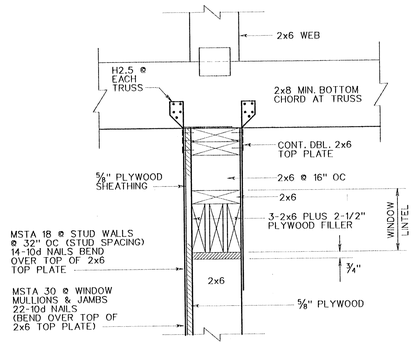


ACCESS DOORS:
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KEY LATCH (SPRING BOLT ACTION)
CONTINUOUS PIANO HINGE

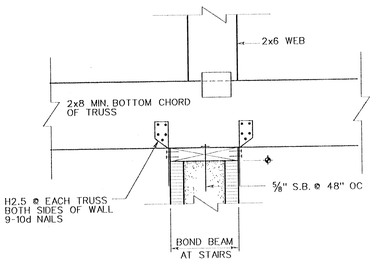
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A8 SCALE: 3"



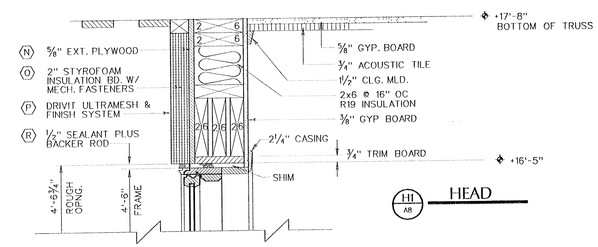
2/X ANCHOR DETAIL
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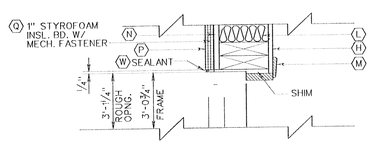
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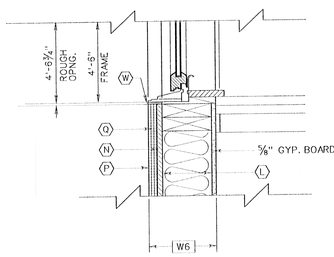
4/A8 ANCHOR DETAIL
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H1/A8 HEAD

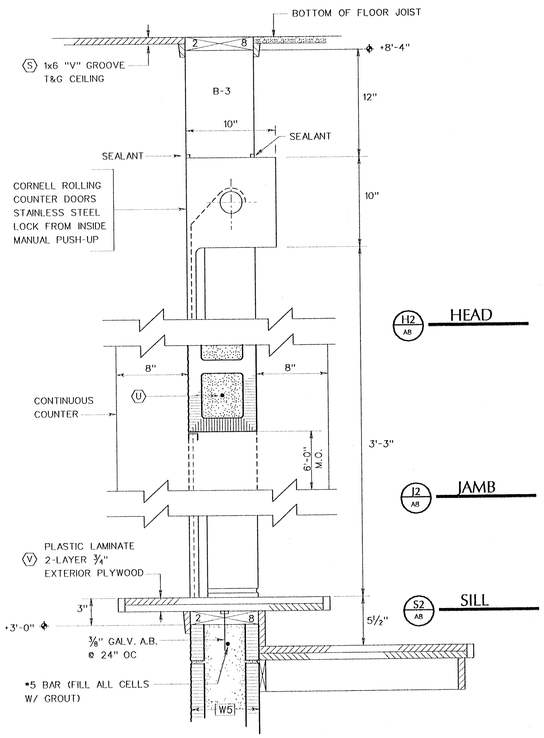


J1/A8 JAMB

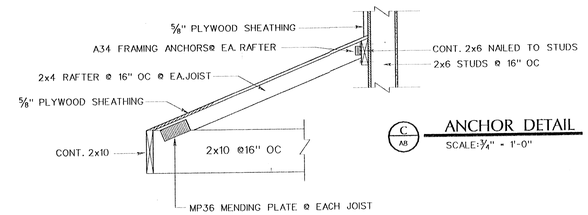


S1/A8 SILL

5/A8 WINDOW DETAILS
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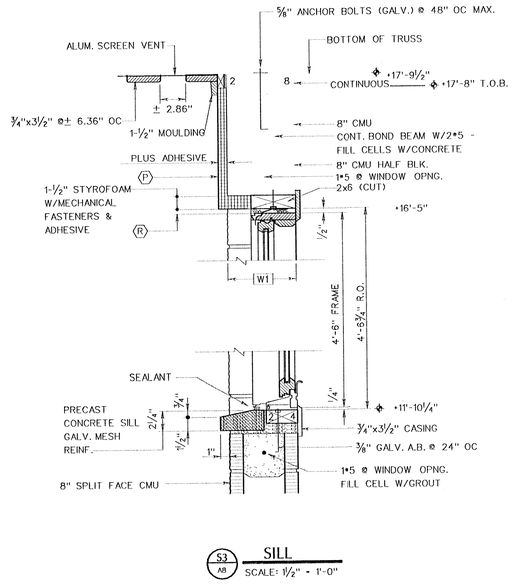


6/A8 CONCESSION COUNTER DETAILS
SCALE: 1½" - 1'-0"



C/A8 ANCHOR DETAIL
SCALE: ¾" - 1'-0"

5/A8 FRAMING DETAIL
SCALE: ¾" - 1'-0"



S3/A8 SILL
SCALE: 1½" - 1'-0"

KEY NOTES

- (A) •5 VERTICAL BAR - FILL CELL W/ GROUT
- (B) SEALANT (BOTH SIDES)
- (C) 3 JAMB ANCHORS
- (D) FIBERGLASS DOOR FRAME (GROUT SOLID)
- (E) H.M. DOOR FRAME - GROUT SOLID - 3 JAMB ANCHORS
- (F) 2x4 @ 16" OC
- (G) 3" SOUND INSULATION
- (H) ⅝" GYP BOARD BOTH SIDES
- (I) H.M. DOOR FRAME W/3 JAMB ANCHORS
- (J) CAULKING (BOTH SIDES)
- (K) •5 VERT. BARS @ MAX 48" OC - FILL ALL CELLS W/ GROUT
- (L) 2x6 @ 16" OC - R-19 INSULATION
- (M) 2¼" CASING
- (N) ⅝" EXT. PLYWOOD
- (O) 2" STYROFOAM INSULATION BD. W/ MECH. FASTENERS
- (P) DRIVIT ULTRAMESH FINISH SYSTEM
- (Q) 1" STYROFOAM INSL. BD. W/ MECH. FASTENER
- (R) ½" SEALANT PLUS BACKER ROD
- (S) 1x6 "V" GROOVE T&G CEILING
- (T) ¾" EXT. PLYWOOD & FIBERGLASS-CLASS A SHINGLES ON 2 LAYERS OF 15• ROOF FELT
- (U) 1•5 VERT. BAR FILL CELL W/ GROUT
- (V) PLASTIC LAMINATE 2-LAYER ¾" EXTERIOR PLYWOOD
- (W) SEALANT

Bar is one inch on original drawing. If this print scale accordingly.
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SCALE	DESIGNED	DRAWN	CHECKED	DATE
AS SHOWN		RET		SEPT. 97

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DATE

CONCESSION BLDG.
DETAILS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	A8
INDEX	OF SHT

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1.00 GENERAL

1.01 ALL CONSTRUCTION SHALL CONFORM TO THE STANDARD BUILDING CODE, 1994 EDITION. REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST STANDARD OR CODE ADOPTED AND PUBLISHED.

1.02 DRAWINGS SHOW TYPICAL AND CERTAIN SPECIFIC CONDITIONS ONLY. FOR DETAILS NOT SPECIFICALLY SHOWN, PROVIDE DETAILS SIMILAR TO THOSE SHOWN. FOR DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL DRAWINGS.

1.03 THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

1.04 COORDINATE STRUCTURAL CONTRACT DOCUMENTS WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND CIVIL. NOTIFY STRUCTURAL ENGINEER OF ANY CONFLICT AND/OR OMISSION. CONTRACTOR SHALL MAKE NO DEVIATION FROM DESIGN DRAWINGS WITHOUT WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.

1.05 REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. CONTRACTOR IS ALSO RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

1.06 SUPERIMPOSED DESIGN LOADS:

ROOF
DEAD LOAD: 20 PSF
LIVE LOAD: 20 PSF **

SECOND FLOOR
DEAD LOAD: 26 PSF
LIVE LOAD: 50 PSF

** LIVE LOAD REDUCTION FOR TRIBUTARY AREA IS TAKEN AS PER CODE.
WIND LOAD IS BASED ON A WIND SPEED OF 120 MPH.

2.00 REINFORCED CONCRETE

2.01 ALL CONCRETE WORK SHALL CONFORM TO ACI.301-89, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS. DESIGN IS BASED ON ACI.318-95, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

2.02 UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE THE FOLLOWING MINIMUM 28 DAY COMPRESSIVE STRENGTHS:

TIE BEAMS . . . . . 4000 PSI

2.03 THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.

2.04 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.

2.05 DETAIL CONCRETE REINFORCEMENT AND ACCESSORIES IN ACCORDANCE WITH ACI.315-80, DETAILING MANUAL. SUBMIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.

2.06 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.

2.07 ANCHOR BOLTS INDICATED TO SECURE 2x8 PLATE TO TOP OF TIE BEAMS & BOND BEAMS MAY BE PROVIDED BY USE OF HILTI ANCHORS PROVIDED & INSTALLED ACCORDING TO MANUFACTURER'S DIRECTIONS AS APPROVED BY THE ENGINEER.

2.08 TIE ALL REINFORCING STEEL AND EMBEDMENT SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.

2.09 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE: SPLICE ONLY AS SHOWN OR APPROVED; STAGGER SPLICE WHERE POSSIBLE; USE FULL TENSION SPLICE (CLASS "B") UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPLICES (CLASS "B") UNLESS NOTED OTHERWISE. TERMINATE BARS WITH STANDARD HOOKS.

2.10 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE:

FOOTINGS. . . . . 3"
BEAMS . . . . . 1½"

2.11 DO NOT PLACE PIPES OR DUCTS EXCEEDING ONE-THIRD THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.

2.12 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER.

2.13 ALL REINFORCING STEEL PLACEMENT SHALL BE REVIEWED BY A REGISTERED STRUCTURAL ENGINEER , OR BY A REPRESENTATIVE RESPONSIBLE TO HIM. (RE: ACI.318-89, 1.3.1)

3.00 MASONRY

3.01 CONCRETE MASONRY DESIGN AND CONSTRUCTION SHALL CONFORM TO: ACI.530-88, BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES AND ACI.530.1-88, SPECIFICATIONS FOR CONCRETE MASONRY CONSTRUCTION.

3.02 PROVIDE LIGHTWEIGHT, HOLLOW, LOAD-BEARING CONCRETE MASONRY UNITS (CMU) CONFORMING TO ASTM C90, GRADE N, TYPE 1, f'c = 2000 PSI (NET), UNLESS NOTED OTHERWISE.

3.03 PROVIDE MASONRY WITH MINIMUM COMPRESSIVE STRENGTH, F'M = 1,500 PSI.

3.04 PROVIDE TYPE "S" OR TYPE "M" MORTAR IN ACCORDANCE WITH ASTM C270, UNLESS NOTED OTHERWISE.

3.05 PROVIDE GROUT FOR REINFORCED MASONRY IN ACCORDANCE WITH ASTM C476 WITH MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2,500 PSI UNLESS NOTED OTHERWISE.

3.06 PROVIDE HORIZONTAL JOINT REINFORCEMENT COMPLYING WITH ASTM A82, NO. 9 GAUGE OR HEAVIER, ZINC COATED, PLACED 16 INCHES ON CENTER UNLESS NOTED OTHERWISE.

3.07 PROVIDE MINIMUM 2 #5 VERTICAL, GROUTED FULL HEIGHT, AT EACH SIDE OF OPENINGS, CORNERS AND WALL ENDS. PROVIDE #5 @ 48" VERTICAL IN CELLS GROUTED SOLID IN ALL WALLS, U.N.O. TERMINATE VERTICALS INTO BOND BEAM WITH AN ACI STANDARD HOOK, 1" CLEAR FROM TOP OF WALL.

3.08 PROVIDE RUNNING BONDS WITH VERTICAL JOINTS LOCATED AT CENTER OF MASONRY UNITS IN THE ALTERNATE COURSE BELOW, UNLESS NOTED OTHERWISE.

3.09 PROVIDE LINTELS IN ACCORDANCE WITH DETAILS INDICATED ON THE DRAWINGS

3.10 USE DEVICES TO KEEP VERTICAL BARS CENTERED IN CELLS.

3.11 AT THE TIME OF LAYING, ALL MASONRY UNITS SHALL BE FREE OF EXCESSIVE DUST AND DIRT.

3.12 CLEANOUT CELLS SHALL BE PROVIDED AT THE BOTTOM OF ALL CELLS TO BE FILLED AT EACH POUR OF GROUT. ANY OVERHANGING MORTAR OR OTHER OBSTRUCTION OR DEBRIS SHALL BE REMOVED FROM THE INSIDES OF SUCH CELL WALLS. THE CLEANOUTS SHALL BE SEALED BEFORE GROUTING, AND AFTER INSPECTION.

3.13 VERTICAL STEEL REINFORCING BARS SHALL EXTEND A MINIMUM OF 48 BAR DIAMETERS ABOVE THE TOP COURSE TO BE POURED. REINFORCING BARS IN THE NEXT MASONRY LIFT SHALL LAP THE DOWELS FOR THE FULL 48 BAR DIAMETERS. TERMINATE BARS WITH STANDARD HOOKS.

3.14 ALL MASONRY BEARING WALLS SHALL BE SHORED TO BRACE THE WALLS AGAINST WIND FORCES AND CONSTRUCTION LOADINGS. THESE SHORES SHALL REMAIN IN PLACE UNTIL ROOF IS IN PLACE. CONTRACTOR TO SUBMIT SHORING AND BRACING DRAWINGS.

3.15 PROVIDE 8" DEEP BOND BEAMS WITH 2 #5 CONTINUOUS AT TOPS OF ALL 8" CMU WALLS, EXCEPT AS MAY OTHERWISE BE NOTED OR INDICATED ON THE DRAWINGS.

3.16 PLUMBING & ELECTRICAL DRAWINGS INDICATE PIPING, CONDUIT & OUTLET BOXES TO BE SET OR LOCATED WITHIN CMU; COORDINATE LAYING MASONRY WITH PLUMBING & ELECTRICAL CONTRACTORS. SAW CUT CMU WHERE REQUIRED.

4.00 WOOD FRAMING

GROUND (LP-2) ACCORDING TO AWPA/ASPB STANDARDS. PRESSURE TREATED WOOD USED IN AN ASSEMBLY SHALL BE DRIED TO A MOISTURE CONTENT OF 19 PER CENT OR LESS. MEMBERS SHALL BE IDENTIFIED BY A QUALITY MARK OF AN APPROVED INSPECTION AGENCY.

4.02 WOOD MEMBERS SHALL BE NO.2 SOUTHERN PINE, AND GRADED IN ACCORDANCE WITH 1994 SPIB STANDARD GRADING RULES FOR PINE LUMBER. EACH PIECE OF LUMBER SHALL BE IDENTIFIED BY THE GRADE MARK OF AN AGENCY CERTIFIED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE, AND MANUFACTURED IN ACCORDANCE WITH PRODUCT STANDARD PS 20-94 PUBLISHED BY THE U.S. DEPT. OF COMMERCE.

4.03 ALL ANCHORS, ANCHOR BOLTS AND RELATED ROUGH HARDWARE SHALL BE GALVANIZED.

4.04 WHERE PIPING OR CONDUIT PENETRATES THE SECOND FLOOR SYSTEM, SUCH PENETRATIONS SHALL

4.05 SECOND FLOOR SHEATHING SHALL BE 3/4-INCH EXTERIOR GRADE TUNG AND GROOVE PLYWOOD.

4.06 WALL AND ROOF SHEATHING SHALL BE 5/8-INCH EXTERIOR GRADE PLYWOOD.

4.07 WALL AND ROOF SHEATHING SHALL BE ATTACHED TO THE FRAMING SYSTEM WTH GALVANIZED RING

4.08 CONNECTORS AND NAILS ANNULAR RING FOR WOOD FRAMING SHALL BE GALVANIZED SIMILAR TO

4.09 PROVIDE SIMPSON 5/8-INCH PSC PLYWOOD SHEATHING CLIPS, GALVANIZED.
4.09 SECOND FLOOR BRIDGING SHALL BE SOLID 2x10's BETWEEN 2x10 JOIST.

5.00 WOOD TRUSSES

5.02 TRUSS PLATES SHALL BE GALVANIZED AND MEET THE REQUIREMENTS OF THE TRUSS PLATE INSTITUTE

5.03 SUBMIT SHOP DRAWINGS FOR REVIEW BY THE ENGINEER, THAT REPRESENT THE TRUSSES THAT ARE SUBMISSION SHALL BE SIGNED AND SEALED BY A STRUCTURAL ENGINEER LICENSED

5.04 CONFORM TO LOCAL BUILDING CODES AS WELL AS THE SOUTHERN FOREST PRODUCTS ASSOICATION AND

5.05 MINIMUM REQUIREMENTS (MAIN ROOF):

5.06 PROVIDE CONTINUOUS 2X4 BOTTOM CHORD BRIDGING AS INDICATED ON THE DRAWINGS.

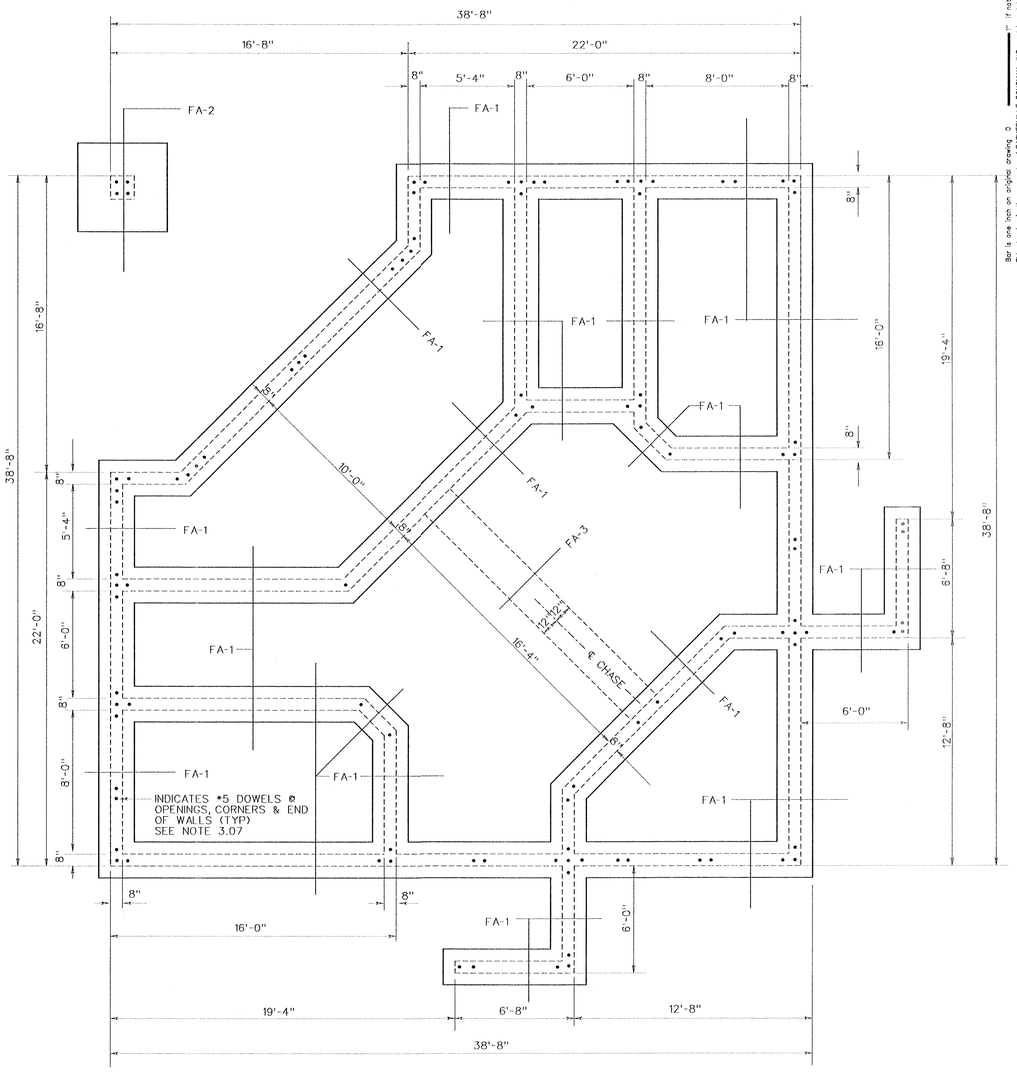
6.00 UNDERLAYMENT

6.01 INSTALL ¼- INCH "ACOUSTI-MAT" OVER ¾" PLYWOOD SUB-FLOOR (SEE 4.05).

6.02 SET REINFORCING MESH, AS RECOMMENDED BY MANUFACTURER, OVER THE ACOUSTI-MAT.

6.03 INSTALL 1-INCH GYP-CRETE 2000 RO MAXXON FLOOR UNDERLAYMENT. FLOAT SMOOTH & LEVEL.

6.04 INSTALLATION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND THE FLOOR JOIST WITH GALVANIZED DECKING SCREWS.



THAT AS MANUFACTURED BY SIMPSON STRONG-TIE CONNECTORS. CONNECTOR NUMBERS INDICATED ON THE DRAWINGS ARE THOSE OF SIMPSON.

NOTE:
NOT ALL OF THE REQUIRED DOWELS ARE INDICATED ON FOUNDATION & FLOOR PLANS
SEE NOTE 3.07

5.01 LUMBER FOR WOOD TRUSSES SHALL MEET THE REQUIREMENTS INDICATED IN 4.01.

DESIGN SPECIFICATIONS FOR METAL PLATE CONNECTED WOOD TRUSSES (ROOF), TPI-85.

TO BE PROVIDED, INCLUDING DESIGN COMPUTATIONS, CONNECTIONS, MEMBER SIZES AND CONFIGURATIONS.

IN THE STATE OF FLORIDA.

SOUTHEASTERN LUMBER MANUFACTURERS ASSOCIATION.

BOTTOM CHORD 2X8 MINIMUM
TOP CHORD 2X6 MINIMUM
CONNECTION PLATES 20 GAUGE MINIMUM

FOUNDATION PLAN
SCALE: ¼"-1'-0"

NORTH

FA-3: 3#5 CONT, #3 CROSS @ 24" OC; 4" CONC. SLAB; 4" 24" C 3"

FA-2: 6 #5 E.W. (TOP), 6 #6 E.W. (BOTTOM); 16" 60" SQ; 3" 3" CL (TYP)

FA-1: 3#5 CONT. #5 @ 24" CROSS; 12" 24" CONT.; 3" CL (TYP)

TYPICAL FOOTINGS

Bar is one inch on original drawing. If not, adjust scale accordingly.
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SCALE	DESIGNED	DRAWN	CHECKED	DATE
¼"-1'-0"	RWB	RET	DLP	SEPT 97

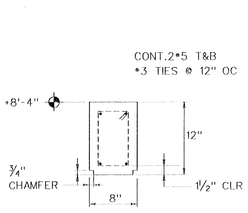
NOT RELEASED FOR CONSTRUCTION BY DATE

CONCESSION BLDG.
FOUNDATION PLAN & STRUCTURAL GENERAL NOTES

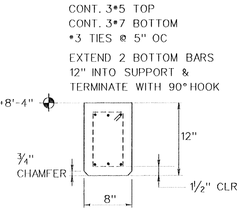
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	S1
INDEX	OF SHT

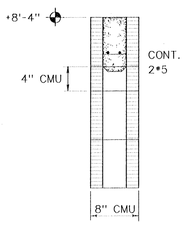
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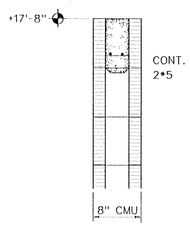
B-1



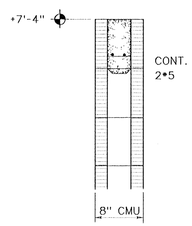
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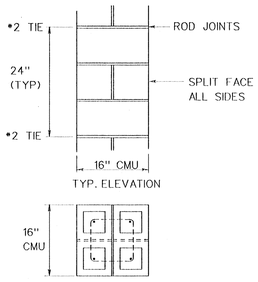
B-3



B-4



B-5



4#6 VERT., #2 TIES
@ 24" OC (VERT)
SET IN CMU JOINTS

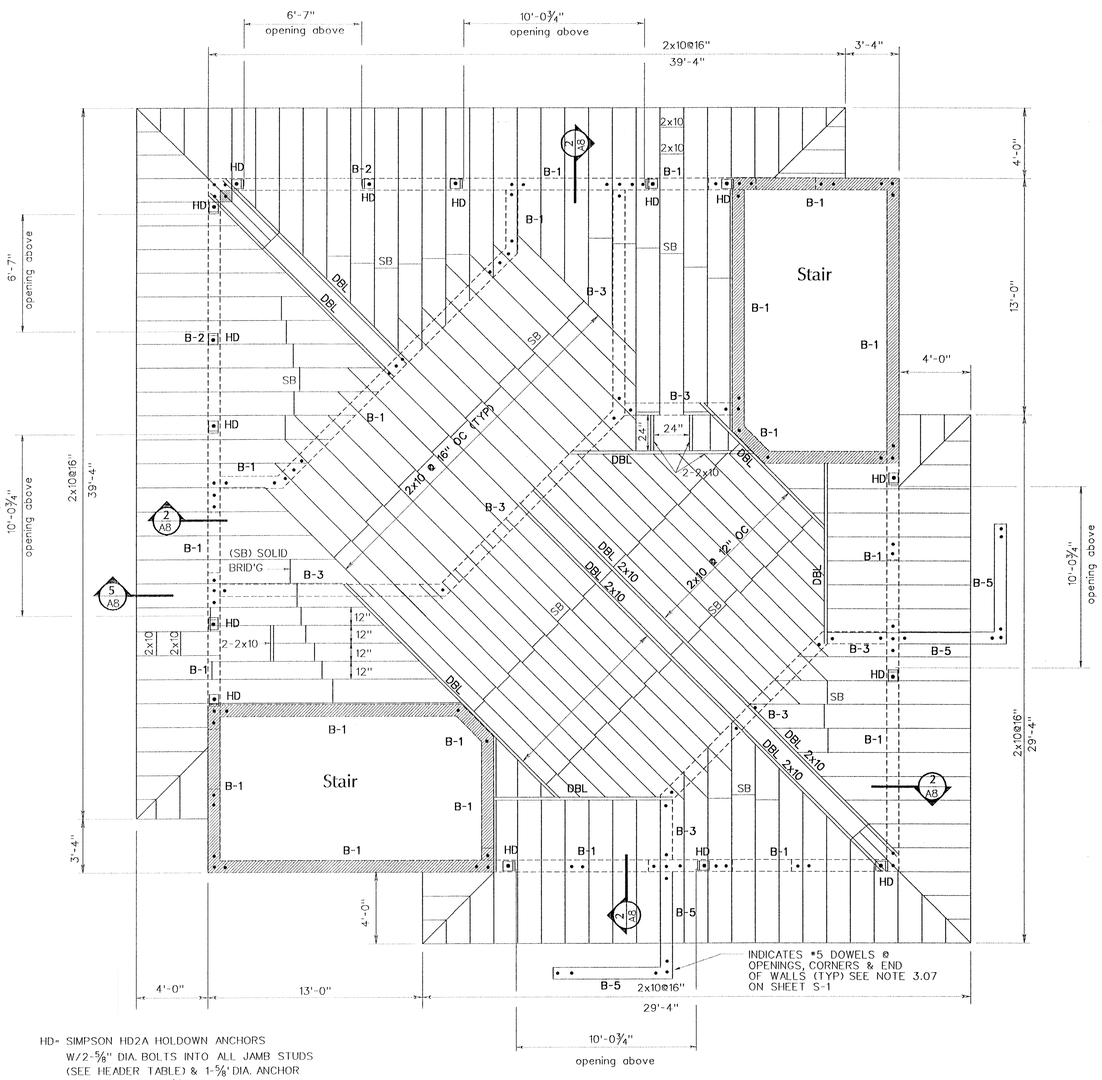
NOTE: STRAP TOP PLATES & BOTTOM TO STUDS WITH SIMPSON LTS12 W/ 12-10d INTO PLATES & 12-10d INTO STUDS

HEADERS

SPAN	FULL LENGTH STUDS E.S.	HEADER SUPPORT STUDS	STRAPS: SUPPORT STUDS TO SILL PLATES & HEADER TO SUPP. STUDS	HEADER
6-7	2	2	(2)LTSA24 W/9-10d NAILS INTO EACH SUPPORT STUD & 9-10d NAILS INTO HEADER OR SILL PLATE	2-2x10
10-0 3/4	2	2	(2)NST136 W/ 18-10d NAILS INTO EACH SUPPORT STUD & 18-10d NAILS INTO HEADER OR SILL PLATE	2-2x10

BEAM SCHEDULE

SCALE: 1"=1'-0"



HD= SIMPSON HD2A HOLDOWN ANCHORS W/2-5/8" DIA. BOLTS INTO ALL JAMB STUDS (SEE HEADER TABLE) & 1-5/8' DIA. ANCHOR BOLT EMBEDDED 6 1/2" INTO CMU BOND BEAM. PROVIDE IN LOCATIONS INDICATED.

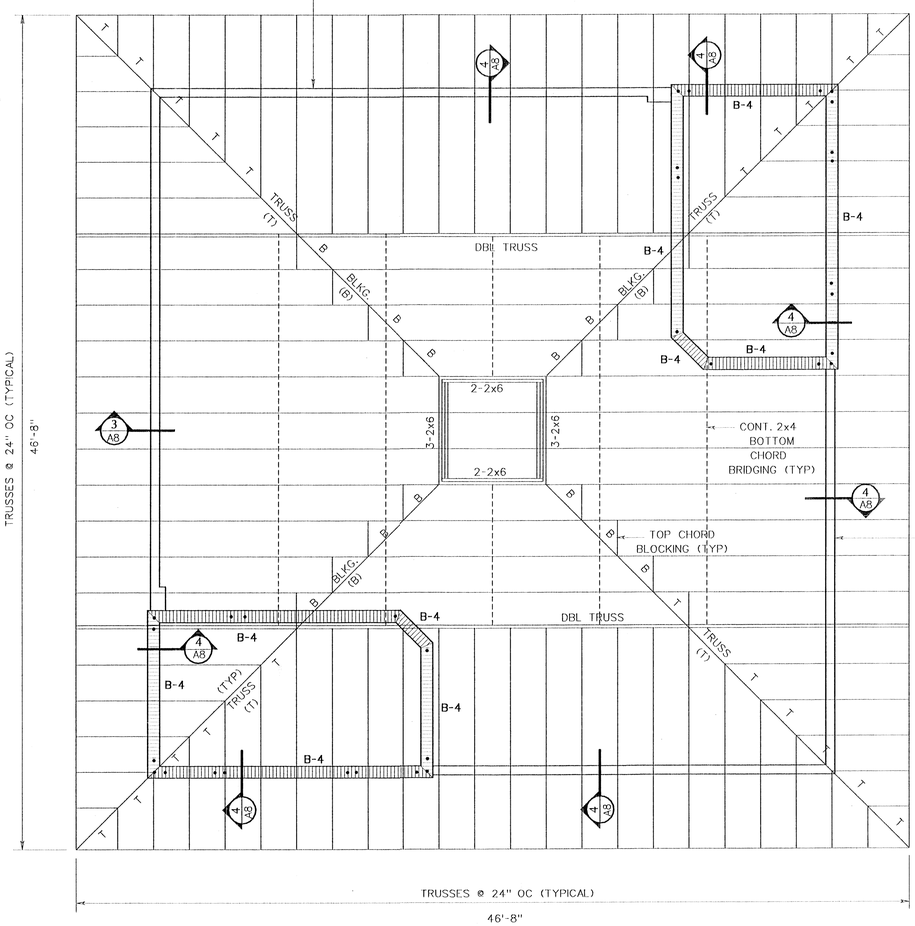
NOTE:
NOT ALL OF THE REQUIRED DOWELS ARE INDICATED ON FOUNDATION & FLOOR PLANS
SEE NOTE 3.07 ON SHEET S-1

SECOND FLOOR FRAMING PLAN

SCALE: 1/4"=1'-0"

COLUMN PLAN

SCALE: 3/4"=1'



NOTE:
SEE ANCHORAGE DETAILS ON SHEET A-8

ROOF FRAMING PLAN

SCALE: 1/4"=1'-0"

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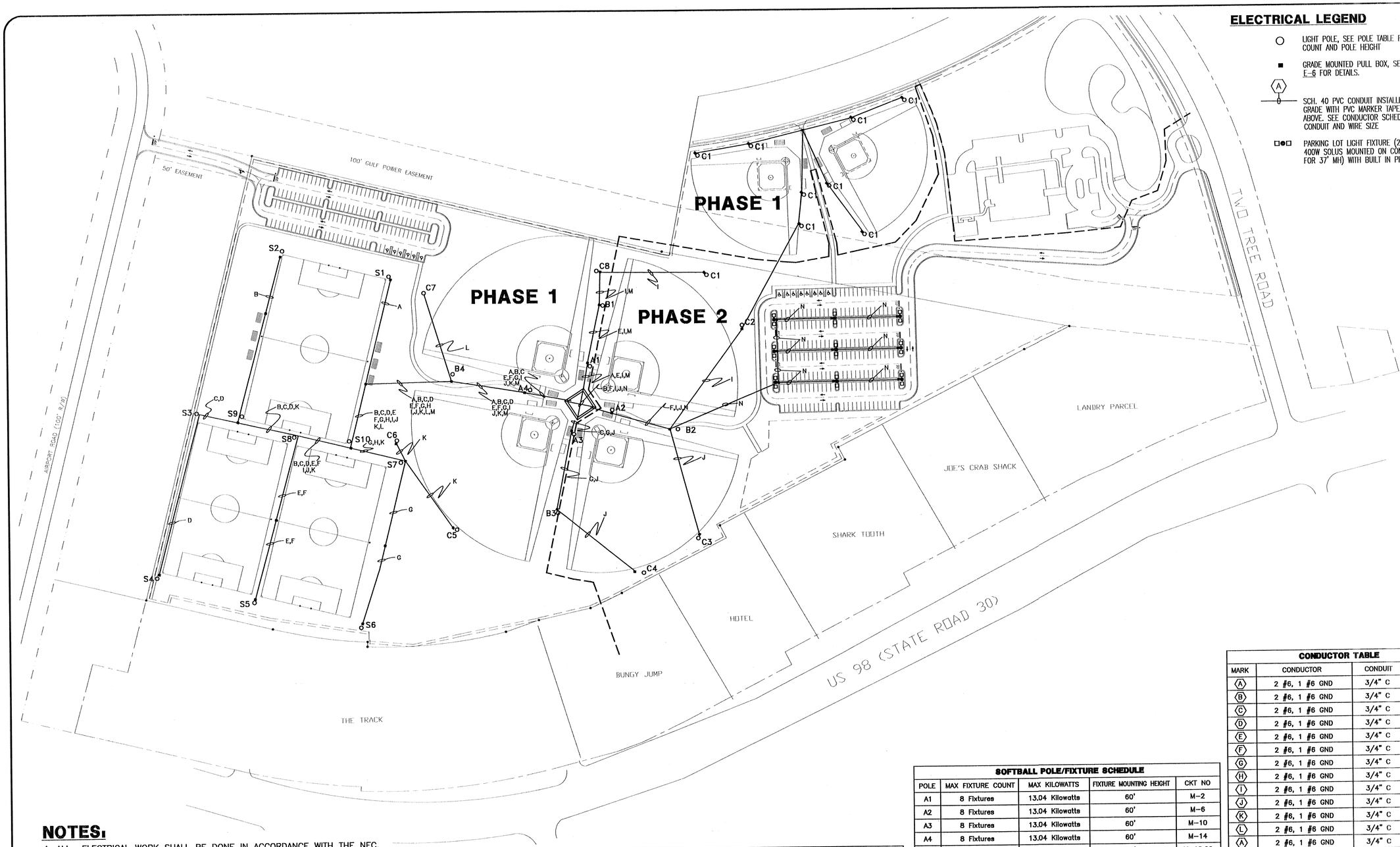
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DESIGNED RWB | DRAWN RET | CHECKED | DATE SEPT 97
SCALE 1/4"=1'-0"
NOT RELEASED FOR CONSTRUCTION BY DATE

CONCESSION BLDG.
SECOND FLOOR & ROOF FRAMING PLAN
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
NO. S2
INDEX
OF SHT

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ELECTRICAL LEGEND

- ○ LIGHT POLE, SEE POLE TABLE FOR FIXTURE COUNT AND POLE HEIGHT
- ■ GRADE MOUNTED PULL BOX, SEE SHEET E-6 FOR DETAILS.
- (A) SCH. 40 PVC CONDUIT INSTALLED 36" BELOW GRADE WITH PVC MARKER TAPE INSTALLED 6" ABOVE. SEE CONDUCTOR SCHEDULE FOR CONDUIT AND WIRE SIZE
- □●□ PARKING LOT LIGHT FIXTURE (2--MOLDCAST 400W SOLUS MOUNTED ON CONCRETE POLE FOR 37' MH) WITH BUILT IN PHOTOCELL.

NOTES:

1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC.
2. ALL POLES SHALL BE DIRECT BURIAL CONCRETE DESIGNED FOR 130 MPH WIND LOADING WITH 1.3 GUST FACTOR.
3. ALL FIXTURES FOR SPORTS LIGHTING SHALL BE MOUNTED ON OSHA APPROVED CASES.
4. PROVIDE CLASS I, LPI APPROVED LIGHTNING PROTECTION SYSTEM FOR EACH LIGHT POLE.
5. ALL CONCRETE POLES SHALL BE LONESTAR OR EQUAL.
6. CONTRACTOR TO MEG ALL FEEDERS.
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO BID.
8. SPORTS LIGHT SHALL BE GE, STERNER, LITHONIA AND MEET OR EXCEED THE CALCULATIONS SHOWN ON SHEET E-2 WITH KW LESS THAN OR EQUAL TO SHEET E-1.
9. SIZE PULL BOXES PER NEC.

SOCCER POLE/FIXTURE SCHEDULE

POLE	MAX. FIXTURE COUNT	KILOWATT CONSUMPTION	FIXTURE MOUNTING HEIGHT	CKT NO
S1	10 Fixtures	16.30 Kilowatts	70'	S-1
S2	10 Fixtures	16.30 Kilowatts	70'	S-2
S3	10 Fixtures	16.30 Kilowatts	70'	S-5
S4	10 Fixtures	16.30 Kilowatts	70'	S-6
S5	20 Fixtures	32.60 Kilowatts	70'	S-9,10
S6	10 Fixtures	16.30 Kilowatts	70'	S-13
S7	10 Fixtures	16.30 Kilowatts	70'	S-14
S8	20 Fixtures	32.60 Kilowatts	70'	S-17,18
S9	10 Fixtures	16.30 Kilowatts	70'	S-21
S10	10 Fixtures	16.30 Kilowatts	70'	S-22
TOTALS				
10	120 Fixtures	195.60 Kilowatts Max.		

SOFTBALL POLE/FIXTURE SCHEDULE

POLE	MAX FIXTURE COUNT	MAX KILOWATTS	FIXTURE MOUNTING HEIGHT	CKT NO
A1	8 Fixtures	13.04 Kilowatts	60'	M-2
A2	8 Fixtures	13.04 Kilowatts	60'	M-6
A3	8 Fixtures	13.04 Kilowatts	60'	M-10
A4	8 Fixtures	13.04 Kilowatts	60'	M-14
B1	16 Fixtures	26.08 Kilowatts	70'	M-18,22
B2	18 Fixtures	29.34 Kilowatts	70'	M-26,30
B3	19 Fixtures	30.97 Kilowatts	70'	M-34,38
B4	20 Fixtures	32.60 Kilowatts	70'	M-13,17
C1	5 Fixtures	8.15 Kilowatts	60'	M-21
C2	5 Fixtures	8.15 Kilowatts	60'	M-21
C3	5 Fixtures	8.15 Kilowatts	60'	M-25
C4	5 Fixtures	8.15 Kilowatts	60'	M-25
C5	6 Fixtures	9.78 Kilowatts	60'	M-29
C6	6 Fixtures	9.78 Kilowatts	60'	M-29
C7	6 Fixtures	9.78 Kilowatts	60'	M-33
C8	10 Fixtures	16.30 Kilowatts	60'	S-25
TOTALS				
18	153 Fixtures	267.84 Kilowatts Max.		

CONDUCTOR TABLE

MARK	CONDUCTOR	CONDUIT	CKT NO.
(A)	2 #6, 1 #6 GND	3/4" C	S-1
(B)	2 #6, 1 #6 GND	3/4" C	S-2
(C)	2 #6, 1 #6 GND	3/4" C	S-5
(D)	2 #6, 1 #6 GND	3/4" C	S-6
(E)	2 #6, 1 #6 GND	3/4" C	S-9
(F)	2 #6, 1 #6 GND	3/4" C	S-10
(G)	2 #6, 1 #6 GND	3/4" C	S-13
(H)	2 #6, 1 #6 GND	3/4" C	S-14
(I)	2 #6, 1 #6 GND	3/4" C	S-17
(J)	2 #6, 1 #6 GND	3/4" C	S-18
(K)	2 #6, 1 #6 GND	3/4" C	S-21
(L)	2 #6, 1 #6 GND	3/4" C	S-22
(A)	2 #6, 1 #6 GND	3/4" C	M-2
(B)	2 #6, 1 #6 GND	3/4" C	M-6
(C)	2 #6, 1 #6 GND	3/4" C	M-10
(D)	2 #6, 1 #6 GND	3/4" C	M-14
(E)	2 #6, 1 #6 GND	3/4" C	M-18,22
(F)	2 #6, 1 #6 GND	3/4" C	M-26,30
(G)	2 #6, 1 #6 GND	3/4" C	M-34,38
(H)	2 #6, 1 #6 GND	3/4" C	M-13,17
(I)	2 #6, 1 #6 GND	3/4" C	M-21
(J)	2 #6, 1 #6 GND	3/4" C	M-25
(K)	2 #6, 1 #6 GND	3/4" C	M-29
(L)	2 #6, 1 #6 GND	3/4" C	M-33
(M)	2 #6, 1 #6 GND	3/4" C	S-25
(N)	2 #6, 1 #6 GND	3/4" C	--

NO.	DATE	APPR.	REVISION/ACTION TAKEN

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316 S. BAYLEN ST., SUITE 300
PENSACOLA, FL. 32501 (904)438-9661
PENSACOLA ■ PANAMA CITY ■ TALLAHASSEE

SITE ELECTRICAL PLAN
DESTIN SPORTS COMPLEX - CITY OF DESTIN
FLORIDA

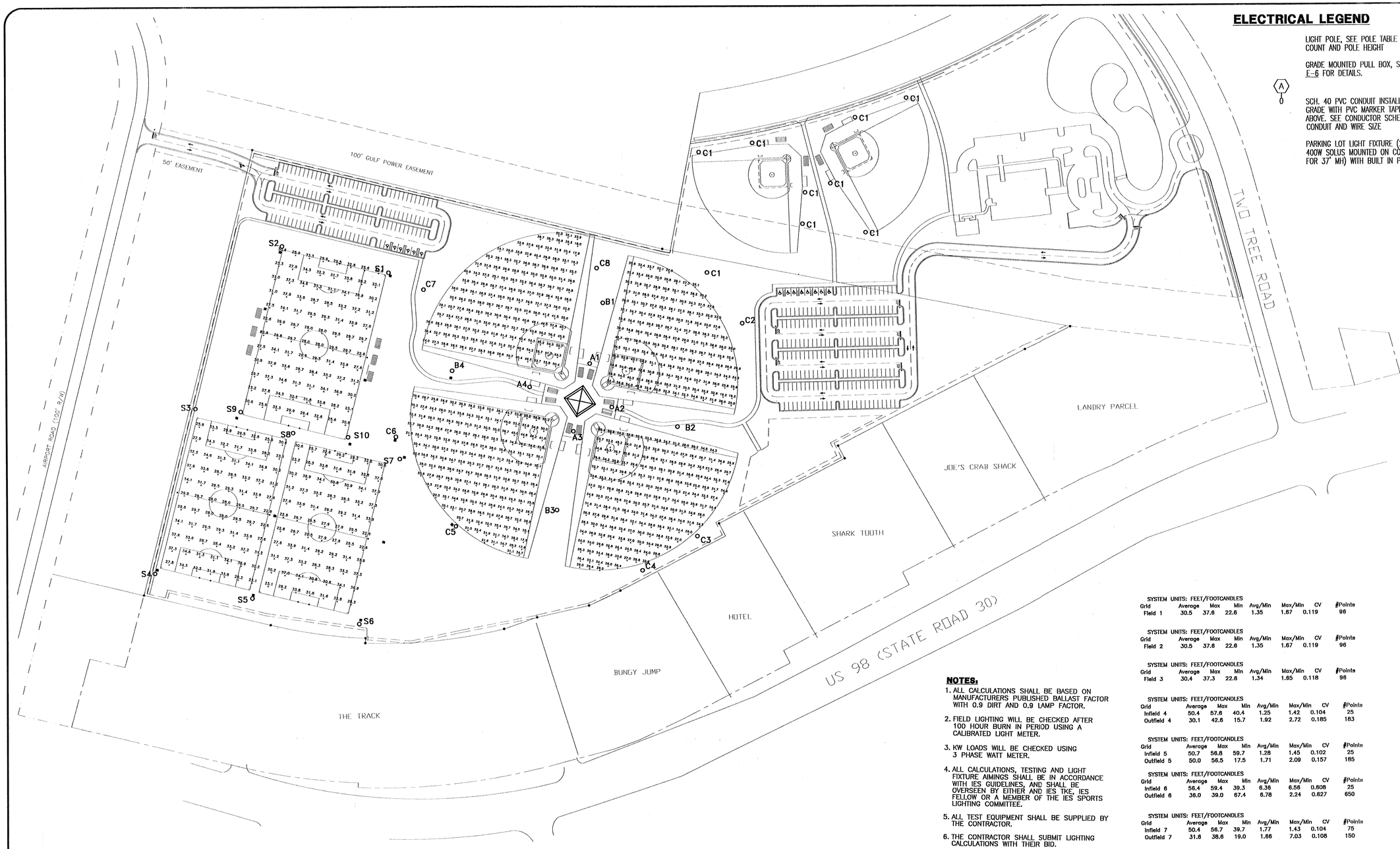
DESIGNED GRP	DRAWN HDE	CHECKED GRP	DATE APRIL 98

SCALE 1"=100'

PROJECT NO. 11232.01

NO. E1 OF SHT.

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ELECTRICAL LEGEND

LIGHT POLE, SEE POLE TABLE FOR FIXTURE COUNT AND POLE HEIGHT

GRADE MOUNTED PULL BOX, SEE SHEET E-6 FOR DETAILS.

SCH. 40 PVC CONDUIT INSTALLED 36" BELOW GRADE WITH PVC MARKER TAPE INSTALLED 6" ABOVE. SEE CONDUCTOR SCHEDULE FOR CONDUIT AND WIRE SIZE

PARKING LOT LIGHT FIXTURE (2-MOLDCAST 400W SOLUS MOUNTED ON CONCRETE POLE FOR 37' MH) WITH BUILT IN PHOTOCELL.

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NOTES:

1. ALL CALCULATIONS SHALL BE BASED ON MANUFACTURERS PUBLISHED BALLAST FACTOR WITH 0.9 DIRT AND 0.9 LAMP FACTOR.
2. FIELD LIGHTING WILL BE CHECKED AFTER 100 HOUR BURN IN PERIOD USING A CALIBRATED LIGHT METER.
3. KW LOADS WILL BE CHECKED USING 3 PHASE WATT METER.
4. ALL CALCULATIONS, TESTING AND LIGHT FIXTURE AIMINGS SHALL BE IN ACCORDANCE WITH IES GUIDELINES, AND SHALL BE OVERSEEN BY EITHER AND IES TKE, IES FELLOW OR A MEMBER OF THE IES SPORTS LIGHTING COMMITTEE.
5. ALL TEST EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR.
6. THE CONTRACTOR SHALL SUBMIT LIGHTING CALCULATIONS WITH THEIR BID.

SYSTEM UNITS: FEET/FOOTCANDLES

Grid	Average	Max	Min	Avg/Min	Max/Min	CV	#Points
Field 1	30.5	37.6	22.6	1.35	1.67	0.119	98

SYSTEM UNITS: FEET/FOOTCANDLES

Grid	Average	Max	Min	Avg/Min	Max/Min	CV	#Points
Field 2	30.5	37.6	22.6	1.35	1.67	0.119	98

SYSTEM UNITS: FEET/FOOTCANDLES

Grid	Average	Max	Min	Avg/Min	Max/Min	CV	#Points
Field 3	30.4	37.3	22.6	1.34	1.65	0.118	98

SYSTEM UNITS: FEET/FOOTCANDLES

Grid	Average	Max	Min	Avg/Min	Max/Min	CV	#Points
Infield 4	50.4	57.6	40.4	1.25	1.42	0.104	25
Outfield 4	30.1	42.6	15.7	1.92	2.72	0.185	183

SYSTEM UNITS: FEET/FOOTCANDLES

Grid	Average	Max	Min	Avg/Min	Max/Min	CV	#Points
Infield 5	50.7	56.8	39.7	1.28	1.45	0.102	25
Outfield 5	50.0	56.5	17.5	1.71	2.09	0.157	185

SYSTEM UNITS: FEET/FOOTCANDLES

Grid	Average	Max	Min	Avg/Min	Max/Min	CV	#Points
Infield 6	56.4	59.4	39.3	6.36	6.56	0.608	25
Outfield 6	36.0	39.0	67.4	6.78	2.24	0.627	650

SYSTEM UNITS: FEET/FOOTCANDLES

Grid	Average	Max	Min	Avg/Min	Max/Min	CV	#Points
Infield 7	50.4	56.7	39.7	1.77	1.43	0.104	75
Outfield 7	31.6	38.6	19.0	1.66	7.03	0.108	150

NO.	DATE	APPR.	REVISION/ACTION TAKEN

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CALCULATION PLAN

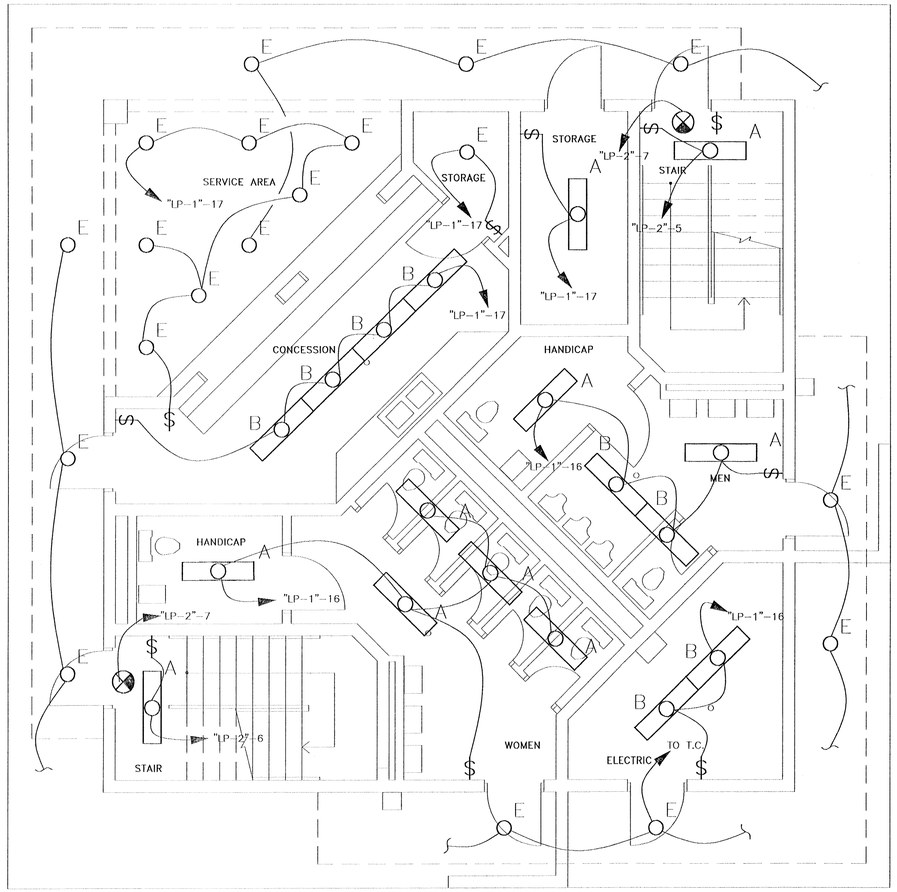
DESTIN SPORTS COMPLEX - CITY OF DESTIN FLORIDA

DATE	CHECKED	DRAWN	DESIGNED	SCALE
APRIL 98	GRP	HDE	GRP	1" = 100'

PROJECT NO. 11232.01

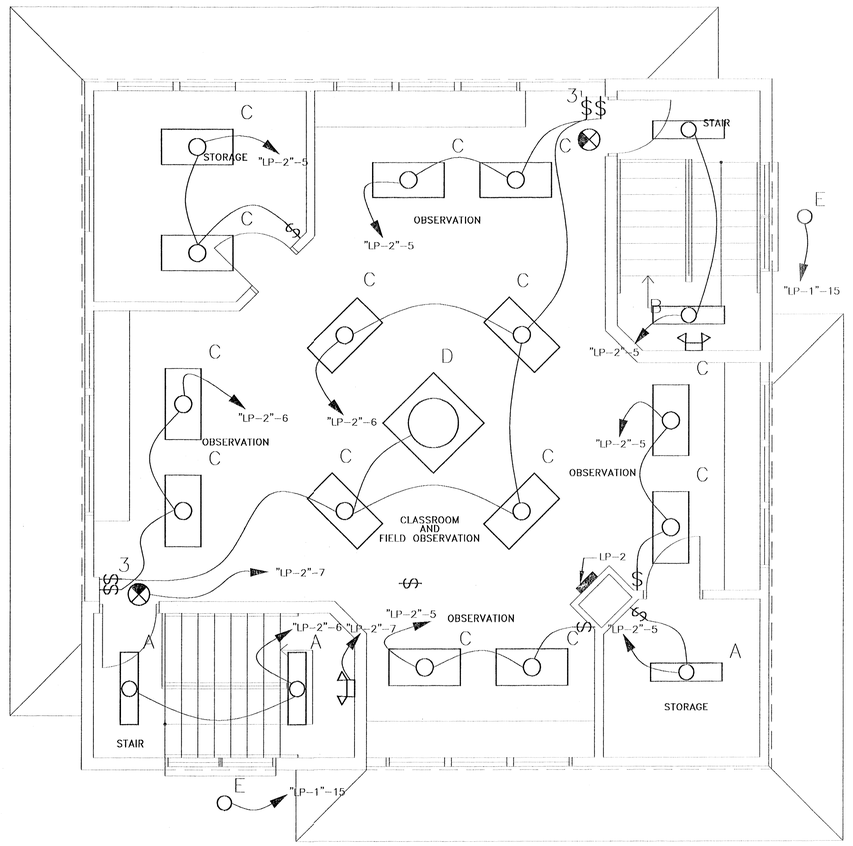
NO. E2 OF SHT.

K:\12\11232.01\DWG\ELEC\11232ECHANGE Mon Apr 13 13:59:54 1998



FIRST FLOOR LIGHTING PLAN

SCALE: 1/4"=1'-0"



SECOND FLOOR LIGHTING PLAN

SCALE: 1/4"=1'-0"

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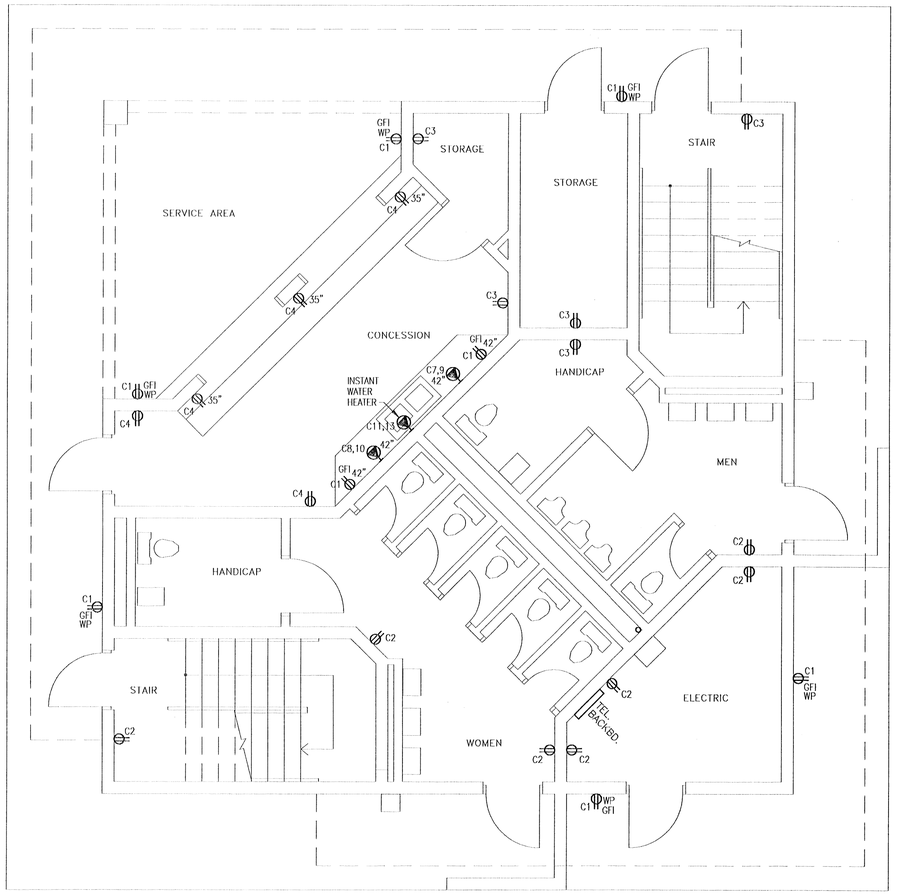
LIGHTING PLANS

DESTIN SPORTS COMPLEX - CITY OF DESTIN FLORIDA

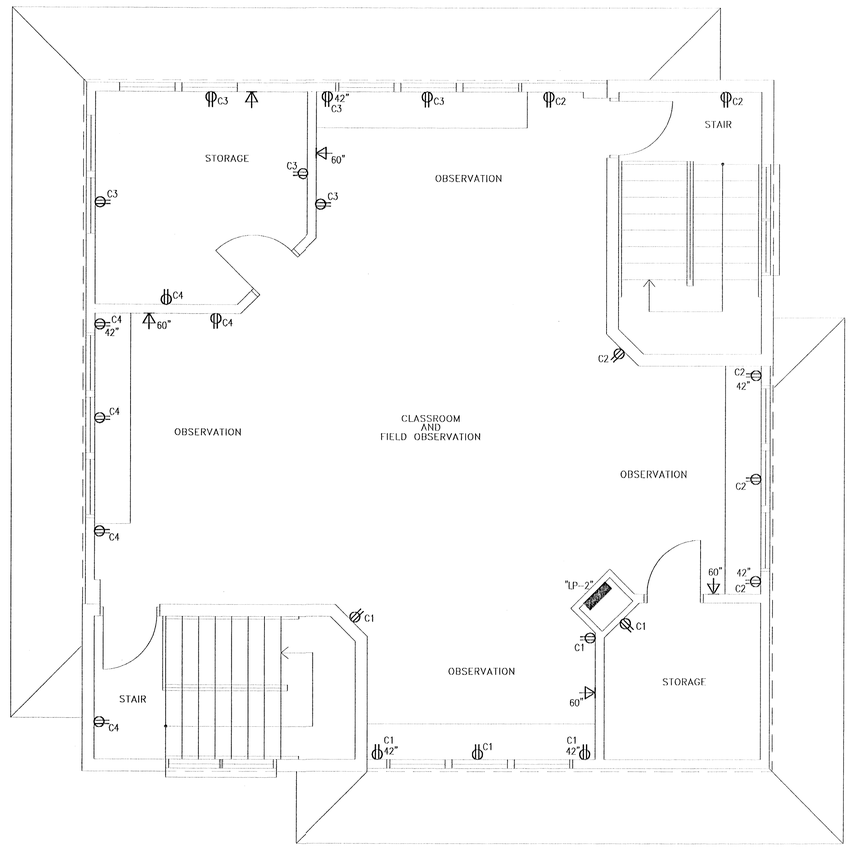
SCALE	DESIGNED	DRAWN	CHECKED	DATE
1/4"=1'-0"	GRP	HDE	GRP	SEPT 97

PROJECT NO. 11232.01

NO. E3 OF SHT.



FIRST FLOOR POWER PLAN
SCALE: 1/4"=1'-0"



SECOND FLOOR POWER PLAN
SCALE: 1/4"=1'-0"

NOT RELEASED FOR CONSTRUCTION

NO.	DATE	APPR.	REVISION/ACTION	BY	DATE
			TAXEN		

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POWER PLANS

DESTIN SPORTS COMPLEX - CITY OF DESTIN
FLORIDA

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1/4"=1'-0"	GRP	HDE	GRP	SEPT 97

PROJECT NO. 11232.01

NO. E4 OF SHT.

PANEL: "M"

3 PH 4 WIRE VOLTAGE L-L: 480 L-N: 277 MAIN: 800 A MCB

LOCATION: Electrical Room — **MOUNTING: SURFACE**

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	400	3	Panel "S"	65095	71615			6520	Pole A1	2	40	2
3				65095		71615		6520				4
5				65095			71615	6520	Pole A2	2	40	6
7	70	3	Panel "LP"	15000	21520			6520				8
9				15000		21520		6520	Pole A3	2	40	10
11				15000			21520	6520				12
13	50	2	1/2 of Pole B4	8150	14670			6520	Pole A4	2	40	14
15				8150		14670		6520				16
17	50	2	1/2 of Pole B4	8150			14670	6520	1/2 of Pole B1	2	40	18
19				8150	14670			6520				20
21	50	2	Pole C1 & C2	8150		14670		6520	1/2 of Pole B1	2	40	22
23				8150			14670	6520				24
25	50	2	Pole C3 & C4	8150	15485			7335	1/2 of Pole B2	2	40	26
27				8150		15485		7335				28
29	50	2	Pole C5 & C6	9780			17115	7335	1/2 of Pole B2	2	40	30
31				9780	17115			7335				32
33	30	2	Pole C7	4890		13040		8150	1/2 of Pole B3	2	50	34
35				4890			13040	8150				36
37	30	3	Surge Protection		8150			8150	1/2 of Pole B3	2	50	38
39						8150		8150				40
41							0		Space			42
			TOTAL LOAD(VA)/PHASE THIS PANEL:		163225	159150	152630					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 475005 — TOTAL CONNECTED LOAD (AMPS): 571

TOTAL DEMAND LOAD (VA) THIS PANEL: 475005 — TOTAL DEMAND LOADS (AMPS): 571

NOTES:
1. MINIMUM A.I.C. SHALL BE 14,000 AIC

PANEL: "S"

3 PH 4 WIRE VOLTAGE L-L: 480 L-N: 277 MAIN: 400 A MLO

LOCATION: Electrical Room — **MOUNTING: SURFACE**

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	50	2	Pole S1	8150	16300			8150	Pole S2	2	50	2
3				8150		16300		8150				4
5	50	2	Pole S3	8150			16300	8150	Pole S4	2	50	6
7				8150	16300			8150				8
9	50	2	1/2 of Pole S5	8150		16300		8150	1/2 of Pole S5	2	50	10
11				8150			16300	8150				12
13	50	2	Pole S6	8150	16300			8150	Pole S7	2	50	14
15				8150		16300		8150				16
17	50	2	1/2 of Pole S8	8150			16300	8150	1/2 of Pole S8	2	50	18
19				8150	16300			8150				20
21	50	2	Pole S9	8150		16300		8150	Pole S10	2	50	22
23				8150			16300	8150				24
25	50	2	Pole C8	8150	9650			1500	Parking Lot	2	30	26
27				8150		9650		1500				28
29			Space				0		Spare	2	50	30
31			Space		0							32
33			Space			0			Space			34
35			Space				0		Space			36
37	30	3	Surge Protection		0				Space			38
39						0			Space			40
41							0		Space			42
			TOTAL LOAD(VA)/PHASE THIS PANEL:		74850	74850	65200					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 214900 — TOTAL CONNECTED LOAD (AMPS): 258

TOTAL DEMAND LOAD (VA) THIS PANEL: 214900 — TOTAL DEMAND LOADS (AMPS): 258

NOTES:
1. MINIMUM A.I.C. SHALL BE 14,000 AIC

PANEL: LP-1

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 125 A MCB

LOCATION: ROOM # — **MOUNTING: SURFACE**

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	1	GFI RECEPTACLE	1600	3000			1400	RECEPTACLE	1	20	2
3	20	1	RECEPTACLE	1000		2200		1200	RECEPTACLE	1	20	4
5	20	1	SPARE	640			1160	520	SPARE	1	20	6
7	30	2	SPECIAL OUTLET		0				SPECIAL OUTLET	2	30	8
9						0						10
11	30	2	INSTANT WATER HTR.				0		SPACE			12
13					0				EXHAUST FAN	1	20	14
15	20	1	SOFFIT LIGHTS	1100		1900		800	LIGHTING	1	20	16
17	20	1	LIGHTING				1050	1050	SPARE			18
19			SPACE		0				SPACE			20
21			SPACE			0			SPACE			22
23			SPACE				0		SPACE			24
25			SPACE		0				SPACE			26
27			SPACE			0			SPACE			28
29			SPACE				0		SPACE			30
			TOTAL LOAD(VA)/PHASE THIS PANEL:		3000	4100	2210					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 9310 — TOTAL CONNECTED LOAD (AMPS): 26

TOTAL DEMAND LOAD (VA) THIS PANEL: 9310 — TOTAL DEMAND LOADS (AMPS): 26

NOTES:
1. MINIMUM A.I.C. SHALL BE

PANEL: LP-2

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 125 A MCB

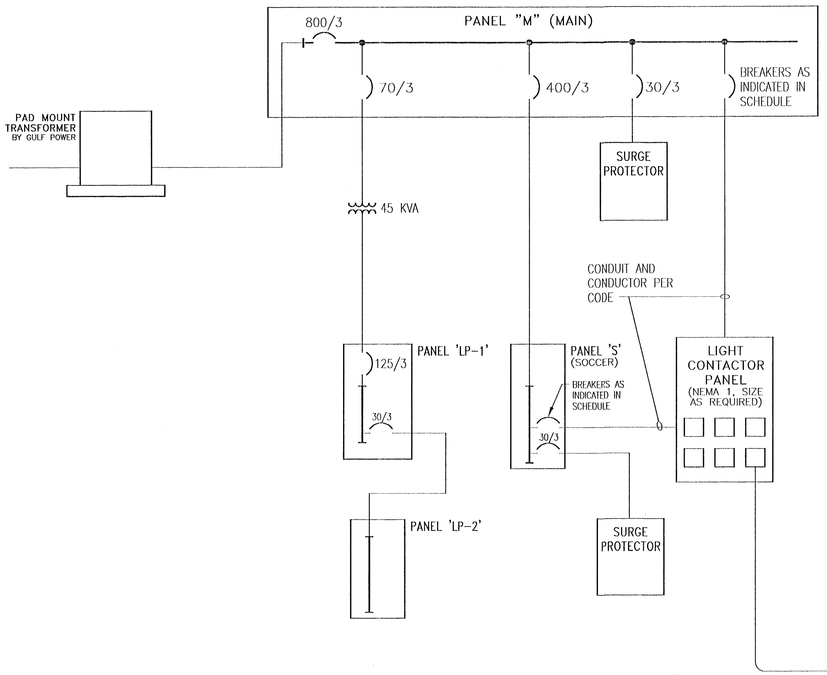
LOCATION: ROOM # — **MOUNTING: SURFACE**

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	1	RECEPTACLE	1200	2400			1200	RECEPTACLE	1	20	2
3	20	1	RECEPTACLE	1200		2400		1200	RECEPTACLE	1	20	4
5	20	1	LIGHTING	640			1160	520	LIGHTING	1	20	6
7	20	1	EXIT LT/EM.LT	20	20				SPARE	1	20	8
9	20	1	SPACE			0			SPACE	1	20	10
11	20	1	SPACE				0		SPACE	1	20	12
13	20	1	SPACE		0				SPACE	1	20	14
15	20	1	SPACE			0			SPACE	1	20	16
			TOTAL LOAD(VA)/PHASE THIS PANEL:		2420	2400	1160					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 5980 — TOTAL CONNECTED LOAD (AMPS): 17

TOTAL DEMAND LOAD (VA) THIS PANEL: 5980 — TOTAL DEMAND LOADS (AMPS): 17

NOTES:
1. MINIMUM A.I.C. SHALL BE



CONTACTOR PANEL NOTES:

1. CONTACTOR PANEL TO BE BUILT BY CONTRACTOR IN ACCORDANCE WITH THE N.E.C. IN A UL APPROVED PANEL PRODUCTION FACILITY.
2. PANEL TO PROVIDE 1-CONTACTOR PER FIELD (60A, ELECTRICALLY HELD, 2 POLES PER LIGHT STANDARD)
3. PANEL TO HAVE H-O-A- SELECTOR SWITCH PER FIELD LOCATED ON DOOR.
4. PANEL TO HAVE LAMINATED MAP OF SITE INDICATING FIELD LAYOUT.
5. PANEL TO HAVE RUN HOUR METER FOR EACH CONTACTOR MOUNTED IN PANEL DOOR.

NOTES:

1. SURGE SUPPRESSORS SHALL BE CURRENT TECHNOLOGY MODEL SF100.

SINGLE LINE DIAGRAM

NO SCALE

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SINGLE LINE DIAGRAM, PANEL SCHEDULES

DESTIN SPORTS COMPLEX - CITY OF DESTIN FLORIDA

DATE SEPT 97 | CHECKED GRP | DRAWN HDE | DESIGNED GRP | SCALE NO SCALE

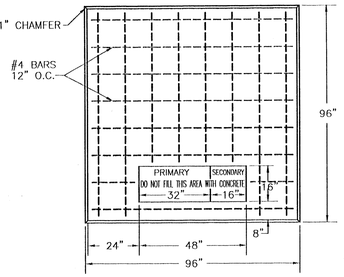
PROJECT NO. 11232.01 | NO. E5 | OF SHT.

LIGHTING FIXTURE SCHEDULE

MARK	SYMBOL	MANUFACTURER	CAT. NO	LAMPS	DESCRIPTION	NOTES
A		KENALL	7200-F32T8-EB	2-F32W18	1'X4' STATIC	2
B		KENALL	7100-F32T8-EB	1-F32W18	1'X4'	2
C		KENEALL	CMB100M120BPC	1-100MH	MOUNT 8' ABOVE FINISHED FLOOR MINIMUM.	2

NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE.
2. ALL LIGHTING SHALL FOLLOW THE STANDARDS SET BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA.



PLAN



ELEVATION

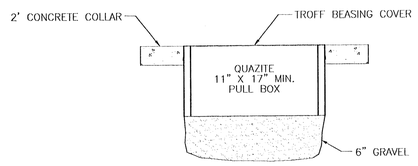
NOTES :

1. INSTALL WITH A MINIMUM CLEARANCE OF 10 FT. FROM ALL BUILDINGS AND 5 FT. FROM ALL OBSTRUCTIONS.
2. CONCRETE SHALL HAVE A MINIMUM ULTIMATE 28 DAY COMPRESSIVE STRENGTH OF NOT LESS THAN 3,000 LBS. PAD SHALL NOT BE CURED LESS THAN 72 HOURS.

GULF POWER CO.
TRANSFORMER PAD DETAIL

NOT TO SCALE

(300-1000 KVA 3 PHASE RADIAL OR LOOPFEED PAD MOUNTED TRANSFORMER)



ELECTRICAL PULL BOX

NTS

Bar is one inch on original drawing. If not, adjust scale accordingly.
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DETAIL SHEET

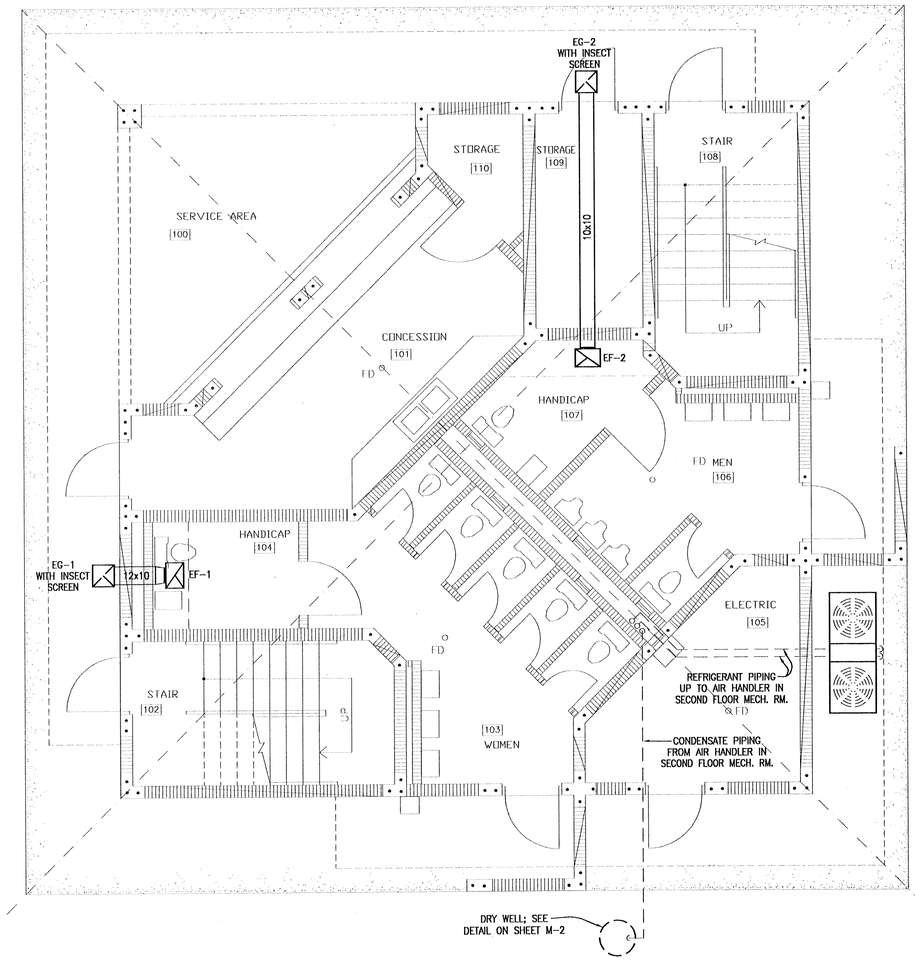
DESTIN SPORTS COMPLEX - CITY OF DESTIN
FLORIDA

SCALE	DESIGNED	DRAWN	CHECKED	DATE
NO SCALE	GRP	HDE	GRP	SEPT 97

PROJECT NO. 11232.01

NO. E6

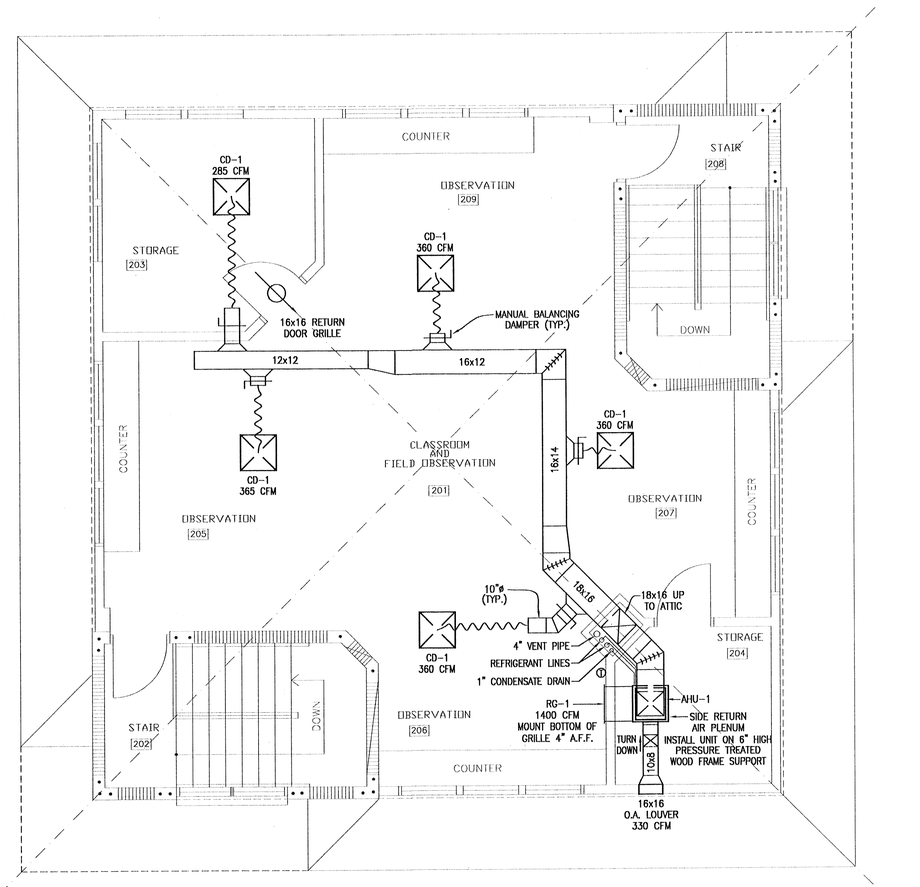
OF SHT.



N

1 / M-1 **FIRST FLOOR MECHANICAL PLAN**

SCALE: 1/4"=1'-0"



N

2 / M-1 **SECOND FLOOR MECHANICAL PLAN**

SCALE: 1/4"=1'-0"

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MECHANICAL FLOOR PLANS

DESTIN SPORTS COMPLEX - CITY OF DESTIN FLORIDA

SCALE	DESIGNED	DRAWN	CHECKED	DATE
AS SHOWN	FPC	JPG	FPC	JAN 1998

PROJECT NO. 11232.01

NO. M-1 OF SHT.

EXHAUST FAN SCHEDULE

MARK EF–	LOCATION	SERVICE	FAN TYPE	WHEEL TYPE		TOTAL CFM	TOTAL S.P. INCHES	MAX. SONES	DRIVE TYPE	MAX. RPM	CONTROL	DAMPER	INTERLOCK	FAN CLASS	FAN MOTOR LOCATION	MOTOR DATA				REMARKS
				TYPE	MIN DIA. INCHES											HP (WATTS)	RPM	PH	VOLT	BASED ON COOK
1	WOMEN'S	TOILET	IN–LINE	FC	6.3	610	0.25	6	DIRECT	1375	SWITCH	BDD	LIGHTS	1	OUTSIDE	0.25	1625	1	115	MODEL GC–740
2	MEN'S	TOILET	IN–LINE	FC	6.3	430	0.25	4	DIRECT	1100	SWITCH	BDD	LIGHTS	1	OUTSIDE	0.25	1625	1	115	MODEL GC740

DIFFUSER AND GRILLE SCHEDULE

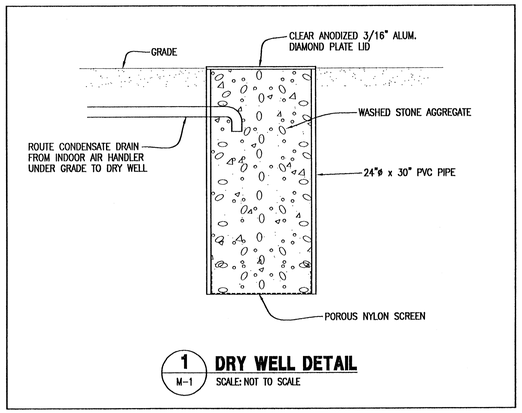
MARK	DESCRIPTION	MANUFACTURER	MODEL NO.	MODULE/DUCT SIZE	MOUNTING	DAMPER	MATERIAL	COLOR	REMARKS
CD–1	CEILING DIFFUSER	TITUS	TMSA–AA	24x24	SURFACE	YES	ALUM	WHITE	LOUVERED FACE
RG–1	RETURN GRILLE	TITUS	25RFL	24x20	WALL	NO	STEEL	WHITE	FILTER BAR GRILLE
EG–1	EXHAUST GRILLE	TITUS	56FL	12x12	SURFACE	NO	ALUM	WHITE	BAR GRILLE
EG–2	EXHAUST GRILLE	TITUS	56FL	10x10	SURFACE	NO	ALUM	WHITE	BAR GRILLE

SPLIT SYSTEM UNIT SCHEDULE

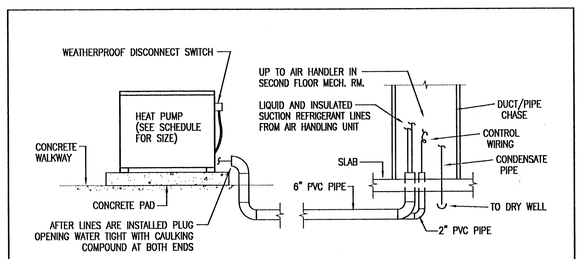
AIR HANDLING UNIT		MARK, AHU	1
		LOCATION	MECH. RM.
	FAN	TOTAL CFM	1730
		OUTSIDE AIR CFM	330
		TOTAL STATIC PRESSURE, IN. W.G.	0.90
		EXTERNAL STATIC PRESSURE, IN. W.G.	0.40
		WHEEL TYPE	FC
		WHEEL DIAMETER	12
		MOTOR HP (NOMINAL)	0.75
	COOLING COIL	ENTERING AIR, DB'F	79.2
		ENTERING AIR, WB'F	66.2
		LEAVING AIR, DB'F	56.3
		LEAVING AIR, WB'F	55.1
		TOTAL COOLING, BTU/HR (MIN)	58,500
		SENSIBLE COOLING, BTU/HR (MIN)	42,900
		LATENT COOLING, BTU/HR (MIN)	15,600
		HEATING CAPACITY, BTU/HR (HEAT PUMP)	63,000
		ENTERING AIR, DB'F	20
		STRIP HEAT, KW/# STAGES	23/2
		ELECTRICAL	208V/1ø/60HZ
		TYPE UNIT	VERTICAL DRAW–THRU
HEAT PUMP		MARK, HP	1
		TOTAL CAPACITY, BTU	58,500
		NO. OF COMPRESSORS	1
		COMPRESSOR FULL LOAD, AMPS	9.3
		SEER – MIN	10.85
		COP – MIN	3.2
		NO. OF FANS	1
		FAN FLA	0.5
		ELECTRICAL	460V/3ø/60HZ
COOLING AMBIENT TEMP, 'F			95
HEATING AMBIENT TEMP, 'F			47
UNIT RLA			9.8
UNIT MCA			14
UNIT MAX FUSE OR HACR BRKR			20

NOTES

1. EXTERNAL STATIC PRESSURES DO NOT INCLUDE PRESSURE DROP THROUGH INDOOR UNIT OR CLEAN FILTERS.
2. VERTICAL DRAW THRU WITH SUPPLEMENTAL ELECTRIC HEAT.
3. HEATING RATINGS ARE AT 47'F OUTDOOR TEMPERATURE.
4. PROVIDE OUTDOOR UNIT WITH CONDENSER COIL GUARDS, COMPRESSOR TIME DELAY ON RESTART CONTROL, AND SUCTION LINE(S), FILTER DRYER, REFRIGERANT SIGHT GLASS, AUTOMATIC DEFROST CYCLE, AND THERMOSTAT.
5. REFRIGERANT PIPING SIZE, ROUTING AND CONFIGURATION SHALL BE AS RECOMMENDED BY MANUFACTURER OF AIR HANDLING UNIT. INSULATE SUCTION LINE(S) WITH 3/4" THICK UNICELLULAR INSULATION. COVER INSULATION EXPOSED TO WEATHER WITH PVC JACKET.
6. ROUTE REFRIGERANT AND CONDENSATE DRAIN PIPING TO ALLOW CONVENIENT ACCESS TO INDOOR UNIT FOR SERVICING. ALLOW A MINIMUM OF 2'–0" CLEARANCE IN FRONT OF ALL UNIT ACCESS PANELS. ROUTE CONDENSATE PIPING TO DRY WELL.
7. PROVIDE 5 YEAR MANUFACTURER'S WARRANTY ON OUTDOOR COILS AND COMPRESSORS.
8. PROVIDE SINGLE POINT POWER CONNECTION FOR AHU AND STRIP HEAT.
9. INSTALLATION SHALL COMPLY WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS, THE 1997 STANDARD MECHANICAL CODE AND ALL OTHER APPLICABLE CODES AND STANDARDS.



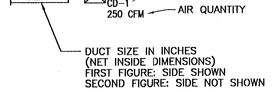
1 M–1 **DRY WELL DETAIL**
SCALE: NOT TO SCALE



2 M–1 **TYPICAL HEAT PUMP INSTALLATION DETAIL**
SCALE: NOT TO SCALE

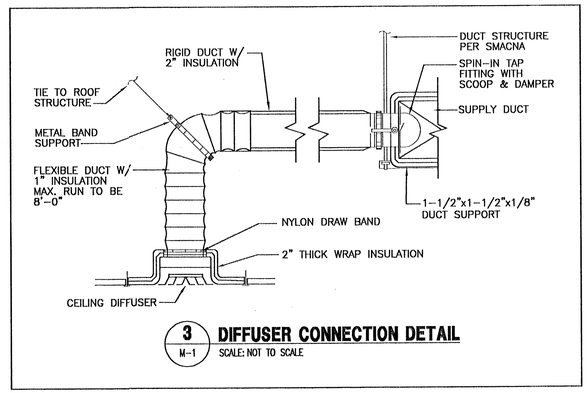
LEGEND

CD	CEILING DIFFUSER
RG	RETURN GRILLE
HP	HEAT PUMP
EF	EXHAUST FAN
O.A.	OUTSIDE AIR
T	THERMOSTAT
AHU	AIR HANDLING UNIT
	FLEXIBLE DUCT
ø	ROUND DUCT DIA.
	CEILING DIFFUSER (CD) LAY–IN OR CEILING MOUNT
	RETURN REGISTER (RR) OR RETURN GRILLE (RG) LAY–IN OR CEILING MOUNT
	EXHAUST GRILLE (EG) LAY–IN OR CEILING MOUNT
	RECTANGULAR MAIN/ ROUND BRANCH TAKE–OFF



NEW WORK NOTES

1. ENTIRE INSTALLATION SHALL COMPLY WITH THE STANDARD MECHANICAL CODE, AND ALL APPLICABLE LOCAL CODES AND ORDINANCES.
2. HVAC REGISTERS, GRILLES, DIFFUSERS, ETC. ARE SHOWN IN APPROXIMATE LOCATIONS. ACTUAL LOCATIONS SHALL BE DETERMINED IN THE FIELD, FULLY COORDINATED AND IN COMPLIANCE WITH ALL CONTRACT DOCUMENTS. IN NO INSTANCE SHALL THE LOCATION VIOLATE STANDARDS, CODES, GOOD HVAC PRINCIPLES, AND THE INTENT OF THE HVAC DESIGN. CONSULT WITH CONTRACTING OFFICER PRIOR TO RELOCATION.
3. PROVIDE ALL TRANSITION FITTINGS, OFFSETS, ETC., IN DUCTWORK NECESSARY FOR COMPLETE AND WORKING SYSTEM.
4. PROVIDE MANUAL BALANCING DAMPERS IN ALL BRANCH DUCTS.
5. HVAC DRAWINGS, IN SOME RESPECTS, ARE DIAGRAMMATIC. COORDINATION, LAYOUT OF SECTIONS, OR FIELD MEASUREMENTS MAY BE REQUIRED PRIOR TO FABRICATION OF DUCTWORK. MODIFY SIZES, AS APPROVED BY ENGINEER, FOR FIT.
6. ALL SUPPLY AIR DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR OR ROUND SPIRAL SEAM, SMACNA STATIC PRESSURE CLASS 1" W.G., SEAL CLASS C, EXTERNALLY INSULATED. DUCT SIZES INDICATED ARE INTERNAL DIMENSIONS.
7. ALL RETURN AIR DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR OR ROUND SPIRAL SEAM, SMACNA STATIC PRESSURE CLASS 1" W.G., SEAL CLASS B. DUCT SIZES INDICATED ARE INTERNAL DIMENSIONS.
8. ALL OUTSIDE AIR INTAKE DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR, SMACNA STATIC PRESSURE CLASS 1" W.G., SEAL CLASS B, EXTERNALLY INSULATED. DUCT SIZES INDICATED ARE INTERNAL DIMENSIONS.
9. PROVIDE 2" THICK, R6, FSK INSULATION ON ALL SUPPLY AND OUTSIDE AIR DUCTS.
10. MOUNT ALL DUCTWORK AS HIGH AS POSSIBLE, BETWEEN FRAMING IF NECESSARY. AVOID ROUTING DUCTWORK OVER LIGHTS WHEREVER POSSIBLE. WHERE DUCTWORK MUST RUN OVER LIGHTS MAINTAIN MINIMUM 4" CLEARANCE BETWEEN DUCT INSULATION AND TOP OF LIGHTS.
11. PROVIDE 1–1/2" THICK 3/4 LB. DENSITY INTERNAL INSULATION IN RETURN PLENUM ONLY.
12. COORDINATE EXHAUST FANS AND DUCT INSTALLATION WITH FRAMING AND CEILING PLANS.
13. PROVIDE TESTING, ADJUSTING AND BALANCING BY AN INDEPENDENT AGENCY CERTIFIED BY AABC OR NEBB.



3 M–1 **DIFFUSER CONNECTION DETAIL**
SCALE: NOT TO SCALE

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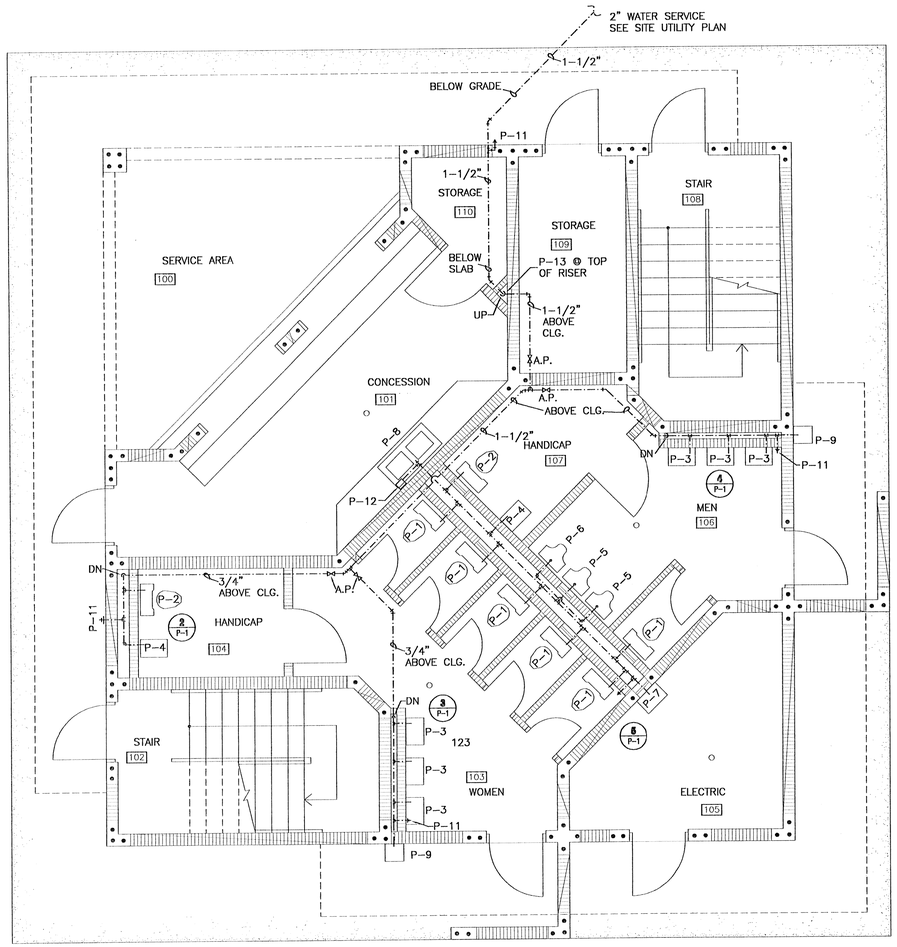
MECHANICAL SCHEDULES, DETAILS AND NOTES

DESTIN SPORTS COMPLEX - CITY OF DESTIN FLORIDA

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AS SHOWN	FPC	JPG	FPC	JAN 1998

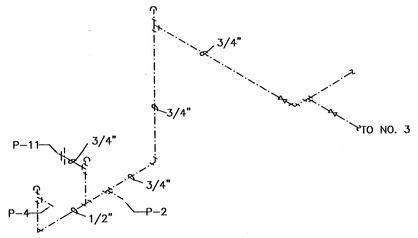
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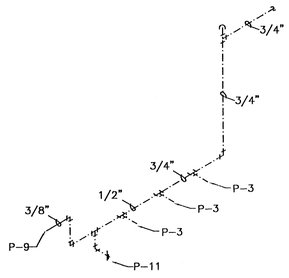


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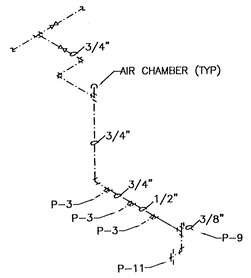
1 P-1 DOMESTIC WATER FLOOR PLAN
SCALE: 1/4"=1'-0"



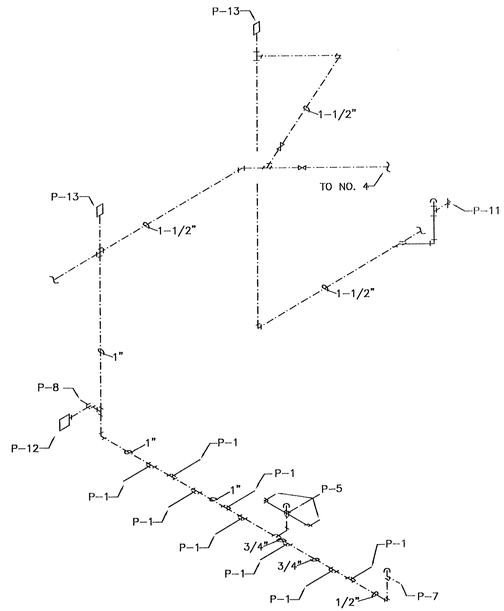
2 P-1 WATER RISER
SCALE: N.T.S



3 P-1 WATER RISER
SCALE: N.T.S



4 P-1 WATER RISER
SCALE: N.T.S



5 P-1 WATER RISER
SCALE: N.T.S

GENERAL PLUMBING NOTES

1. FOR HANDICAP PLUMBING FIXTURES, CONFORM TO ADA 1997 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION REQUIREMENTS, INCLUDING BUT NOT NECESSARILY LIMITED TO MOUNTING HEIGHTS AND LOCATION WITH RESPECT TO WALLS AND ADJACENT FIXTURES.
2. INSULATE EXPOSED LAVATORY WASTE AND WATER SUPPLY LINES WITH "TRAP WRAP" SERIES 500 INSULATION AS MANUFACTURED BY BROCAR PRODUCTS, INC. 1-800-827-1207
3. DOMESTIC WATER LINES SHALL BE COPPER, AND INSULATED WITH 5/8" MINIMUM PIPE INSULATION.
4. SUPPORT ALL PIPING BY COPPER HANGERS OR CLAMPS. VERTICAL: 48" O/C MAXIMUM SPACING. HORIZONTAL: 72" O/C MAXIMUM SPACING.
5. PROVIDE TRAP PRIMERS AND 1/2" TRAP PRIMER LINES FROM EACH FLOOR DRAIN TO THE NEAREST LAVATORY.
6. CONTRACTOR SHALL PROVIDE APPROPRIATE PIPING IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS AND ADJUST PIPING LOCATIONS WHERE NECESSARY TO MEET BUILDING CONDITIONS.
7. SLOPE WATER LINES TOWARD HOSE BIBBS NEAR ENDS OF WATER LINES SO THAT HOSE BIBBS MAY BE USED TO DRAIN THE SYSTEM WHEN THE STORAGE ROOM VALVE IS SHUT-OFF.
8. BUILDING SEWER SHALL HAVE A MINIMUM SLOPE OF 1/4" PER FOOT. BRANCH DRAINS SHALL HAVE A MINIMUM SLOPE OF 1/8" PER FOOT.
9. WASTE AND VENT PIPING SHALL BE SCHEDULE 40, PVC.
10. OFFSET VENT PIPING TO ONE SIDE OF DUCT/PIPING CHASE TO MAKE ROOM FOR HVAC DUCT WORK.
11. PROVIDE BACKFLOW PREVENTER AND WATER METER IN ACCORDANCE WITH THE UTILITY COMPANY REQUIREMENTS.

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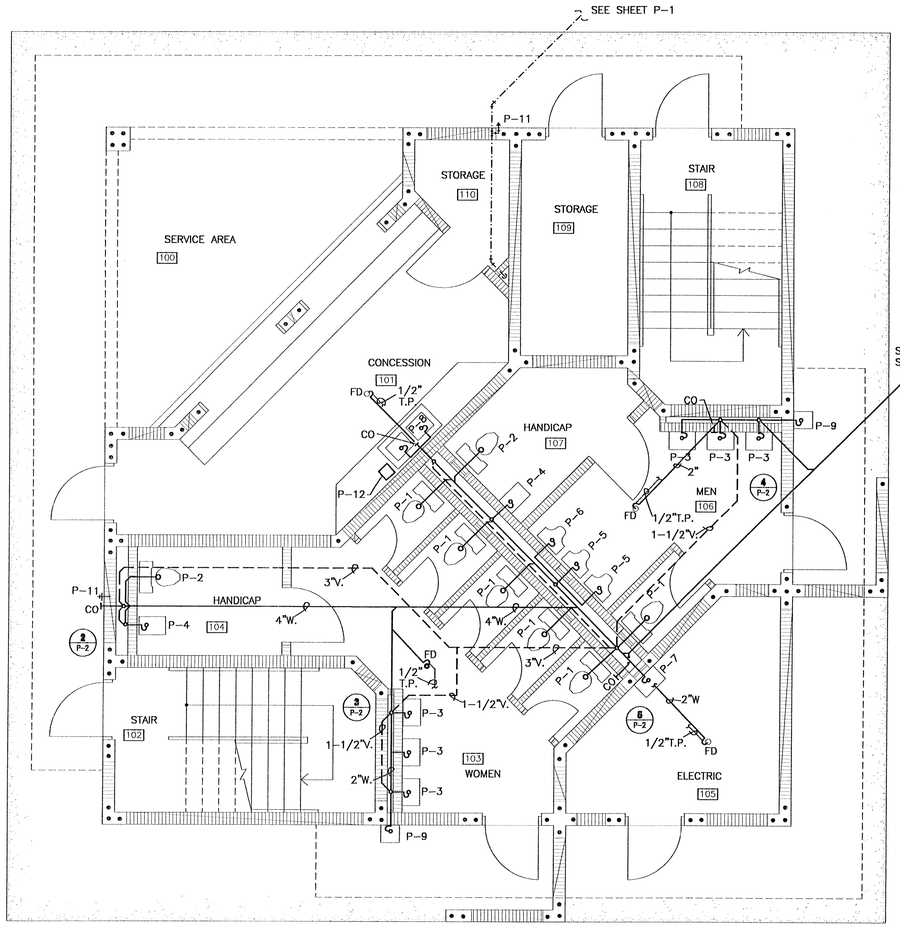
DOMESTIC WATER PLANS

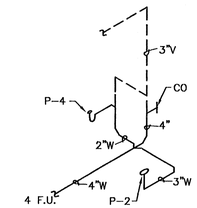
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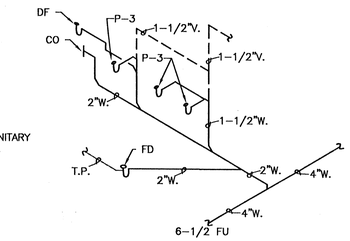
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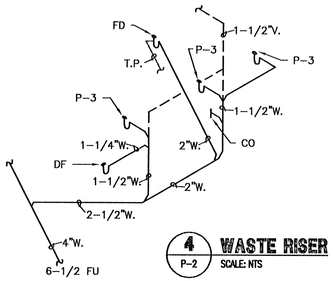




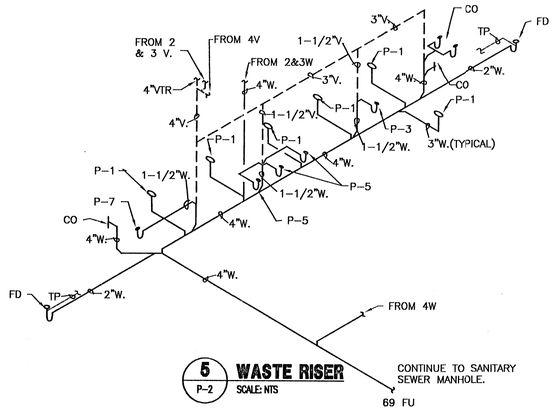
2 P-2 WASTE RISER SCALE: NTS



3 P-2 WASTE RISER SCALE: NTS



4 P-2 WASTE RISER SCALE: NTS



5 P-2 WASTE RISER SCALE: NTS

N

1 P-2 FIRST FLOOR WASTE PLAN SCALE: 1/4"=1'-0"

PLUMBING FIXTURE SCHEDULE

FIX. NO.	FIXTURE TYPE	DESCRIPTION
P-1	WATER CLOSET	CRANE MODEL 3-842/3-852, BOWL: 3-372 NEW GALAXY LITE ELONGATED RIM BOWL (14-1/2" HIGH), VITREOUS CHINA LOW CONSUMPTION, SIPHON ACTION; BOLT CAPS. TANK: 3-547 DELUXE RADCLIFFE 12" ROUGHING-IN VITREOUS CHINA TANK AND COVER WITH FLUSHVALVE, FLOAT VALVE WITH BACKFLOW PREVENTER, AND CHROME PLATED TRIP LEVER. SUPPLY: ANGLE SUPPLY PIPE (3/8" I.P.S.) WITH WHEEL HANDLE STOP, OPEN FRONT PLASTIC SEAT, NO COVER.
P-2	HANDICAP WATER CLOSET	CRANE MODEL 3-854/3-153E CONFORMING TO THE REQUIREMENTS OF ADA. BOWL: HYMONT 3-154E LOW CONSUMPTION, VITREOUS CHINA SIPHON ACTION, ELONGATED RIM BOWL (17-1/4" HIGH) WITH SELF DRAINING JET; BOLT CAPS. SUPPLY: ANGLE SUPPLY PIPE (3/8" I.P.S.) WITH WHEEL HANDLE STOP. TANK: 3-544E 12" ROUGH-IN TANK AND COVER WITH FLUSHVALVE, FLOAT VALVE WITH BACKFLOW PREVENTER AND CHROME PLATED TRIP LEVER. OPEN FRONT PLASTIC SEAT, NO COVER.
P-3	LAVATORY	CRANE MODEL 1-194-V. LAVATORY: NORWICH 1-194-V VITREOUS CHINA LAVATORY WITH BACK, RECTANGULAR BASIN (18" X 15-1/2"), SPLASH LIP, FRONT OVERFLOW, TRIM: CH-8000-G DIAL-ESE SUPPLY AND INDIRECT LIFT WASTE FITTING WITH AERATOR, 2-3/4" BLADE HANDLES WITH INDEXED BUTTONS, UNION RINGS AND 1-1/4" O.D. OUTLET TAILPIECE. INLETS ON 4" CENTERS; REST ROOMS DO NOT HAVE HOT WATER. SUPPORT: BUILT-IN WALL OR CHAIR CARRIER WITH CONCEALED ARMS. SUPPLIES: ANGLE SUPPLIES 3/8" I.P.S. WITH WHEEL STOPS AND FLEXIBLE RISERS. TRAP: 8-5260 CHROME PLATED CAST BRASS ADJUSTABLE "P" TRAP.
P-4	WHEELCHAIR LAVATORY	CRANE MODEL 1H-360 (20" X 27") CONFORMING TO THE REQUIREMENTS OF ADA. LAVATORY: VITREOUS CHINA WITH LOW SHELF BACK, CONTOURED FRONT, SHALLOW FRONT BASIN, FRONT OVERFLOW; DRILLED FOR CARRIER WITH CONCEALED ARMS. TRIM: CH-8006 (4") DIAL-ESE SUPPLY FITTING WITH GOOSENECK SPOUT, AREATOR, 4-1/2" BLADE HANDLES AND UNION RINGS. SUPPORTS: BUILT-IN WALL CARRIER WITH CONCEALED ARMS. SUPPLIES: C-1152 ANGLE SUPPLIES (3/8" I.P.S.) WITH LOOSE KEY STOPS. TRAP: 8-5260 CHROME PLATED CAST BRASS ADJUSTABLE "P" TRAP (1-1/4") WITH CLEANOUT AND WASTE TO WALL, INSULATION: BROCAR PRODUCTS INC. "TRAP WRAP" CONFORMING TO ADA REQUIREMENTS FOR WASTE AND WATER SUPPLY PIPING.
P-5	URINAL	CRANE MODEL 7-187 CROMWELL, URINAL: CROMWELL 7-187 VITREOUS CHINA WASHOUT WALL URINAL WITH INTEGRAL EXTENDED SHIELDS, FLUSHING RIM AND TRAP, 3/4" TOP SPUD, 2" I.P.S. FEMALE OUTLET CONNECTION AND CONCEALED SUPPORTING HANGERS, MOUNTING HEIGHT: 24" FROM FLOOR TO LIP.
P-6	HANDICAP URINAL	CRANE MODEL 7-187 CROMWELL, URINAL: CROMWELL 7-187 VITREOUS CHINA WASHOUT WALL URINAL WITH INTEGRAL EXTENDED SHIELDS, FLUSHING RIM AND TRAP, 3/4" TOP SPUD, 2" I.P.S. FEMALE OUTLET CONNECTION AND CONCEALED SUPPORTING HANGERS, MOUNTING HEIGHT: 16" FROM FLOOR TO LIP.
P-7	SERVICE SINK	CRANE MODEL 7-503, SINK: SERVICE SINK 7-503 VITREOUS CHINA WITH 9" HIGH DRILLED BACK AND SUPPORTING SCREW HOLE. TRIM: C-5048 ROUGHT CHROMIUM-PLATED UTILITY SINK FAUCET WITH DIAL-ESE CONTROLS, RIGID HOSE AND SPOUT WITH PAIL HOOK, INDEXED 2-3/4" BLADE HANDLES AND 1/2" FEMALE UNION INLETS WITH ADJUSTABLE FLANGES. RIM GUARD: 8-7083 RIM GUARD SET, TRAP: ACID RESISTING PORCELAIN ENAMELED INSIDE, CAST IRON ADJUSTABLE "P" TRAP STANDARD (3") WITH METAL STRAINER, GASKETS AND CLEANOUT PLUG.
P-8	KITCHEN SINK	CRANE MODEL 5-140-S, SINK: CRESTMONE 5-140 ACID-RESISTING, PORCELAIN ENAMELED STEEL, TWO COMPARTMENT (32" X 21") FLAT RIM COUNTERTOP SINK WITH EXTENDED BACK LEDGE WITH THREE (3) DRILLED HOLES. SUPPLIES: ANGLE SUPPLIES 3/8" I.P.S. WITH WHEEL HANDLE STOP AND FLEXIBLE RISERS. FRAME: S-1700 CHROME SINK FRAME.
P-9	DRINKING FOUNTAIN	CRANE 6-523, FOUNTAIN: NEU-WATERFALL 6-523 VITREOUS CHINA WALL-MOUNTED DRINKING FOUNTAIN WITH 6-5/8" HIGH BACK, ELEVATED BUBBLER BASE, INTEGRAL STRAINER, AND CONCEALED HANGER. TRIM: C-6029 SUPPLY FITTING CONSISTING OF - C-6001 PURFLO ANGLE STREAM BUBBLER; C-6021 AUTOMATIC STREAM REGULATOR; C-6010 PUSH BUTTON SELF-CLOSING VALVE; C-6014 SCREWDRIVER STOP; WITH C-6042 ACCESS COVER PLATE. TRAP: TRIMMED WITH 8-5684 CHROME PLATED CAST BRASS FEMALE "P" TRAP (1-1/4" I.P.S.) WITH CLEANOUT PLUG.
P-10	FLOOR DRAIN	ZURN Z-ZB-400-VP "TYPE H" ROUND STRAINER, ADJUSTABLE TOP AND SECURED HEELPROOF GRATE. PROVIDE TRAP AND TRAP PRIMER CONNECTION FOR 1/2" WATER LINE.
P-11	HOSE BIBB	WOODFORD MODEL 24P-1/2 WITH LOOSE KEY OPERATOR.
P-12	INSTANT WATER HEATER	EEMAX MODEL SP4208, SIZE: (10-3/4" X 5-1/4" X 2-1/8") - 208 VOLT, 4.1 KW OUTPUT, 19.7 AMPS. SUPPLY PIPE: 3/8" I.P.S. COMPRESSION PIPE FITTING, MOUNTING: BACK OF BASE CABINET BELOW KITCHEN SINK.
P-13	WATER HAMMER ARRESTOR	WATTS, SIZE TO MATCH PIPE SIZES.

PLUMBING FIXTURE CONNECTION SIZES

FIX. NO.	FIXTURE TYPE	MINIMUM TRAP SIZE	FIXTURE UNITS	WATER SUPPLY SIZE
P-1	WATER CLOSET	3"	4	3/8"
P-2	HANDICAP WATER CLOSET	3"	4	3/8"
P-3	LAVATORY	1-1/4"	1	3/8"
P-4	WHEELCHAIR LAVATORY	1-1/4"	1	3/8"
P-5	URINAL	2"	4	1-1/4"
P-6	HANDICAP URINAL	2"	4	1-1/4"
P-7	SERVICE SINK	3"	3	1/2"
P-8	KITCHEN SINK	1-1/2"	2	1/2"
P-9	DRINKING FOUNTAIN	1"	1/2	3/8"
P-10	FLOOR DRAIN	2"	3	1/2"
P-11	HOSE BIBB	---	---	1/2"
P-12	INSTANT WATER HEATER	---	---	1/2"
P-13	WATER HAMMER ARRESTOR	---	---	---

Bar is one inch on original drawing D ——— 1" if not, adjust scale accordingly.
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FIRST FLOOR WASTE PLANS

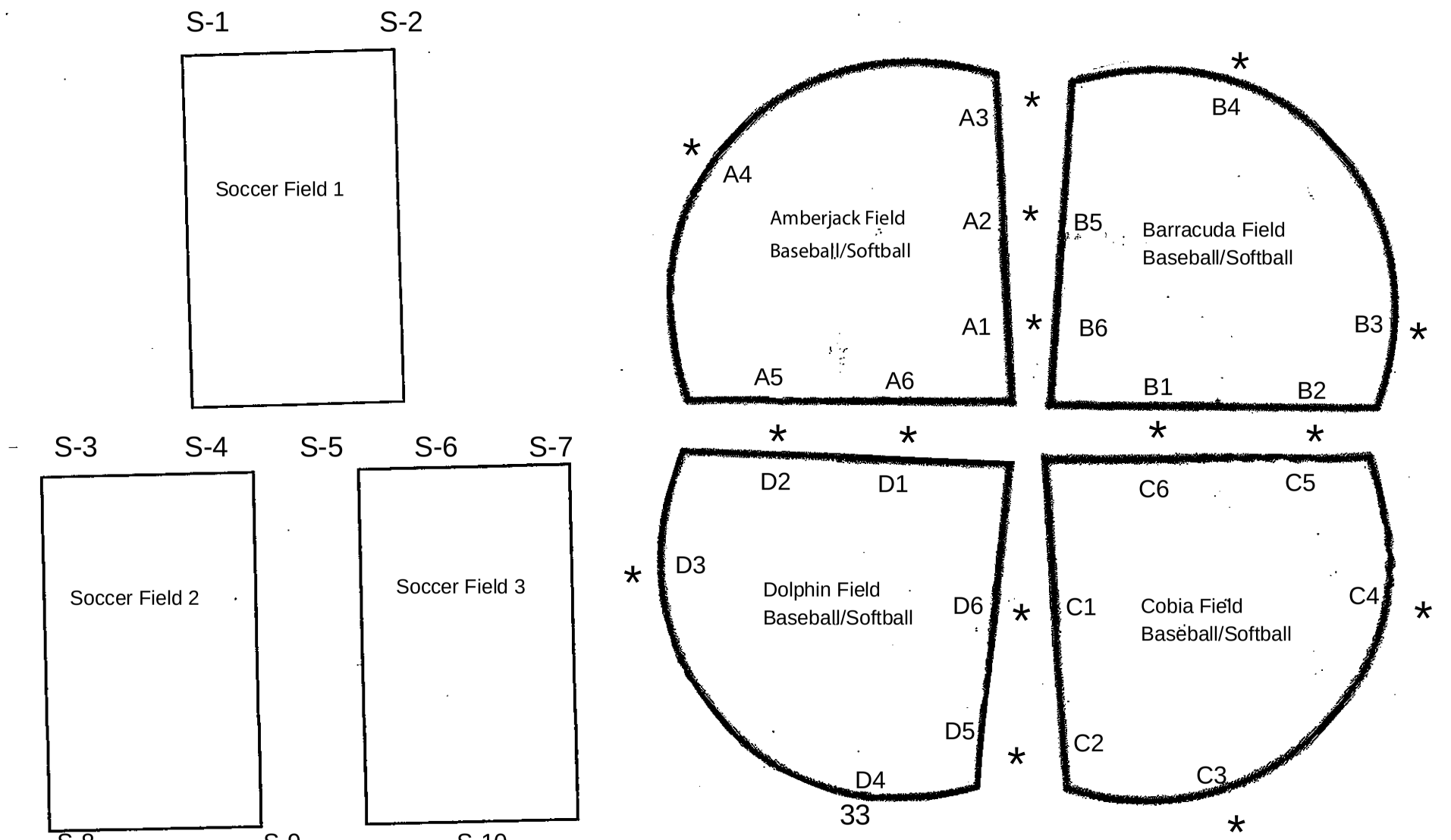
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JAN 1998		JAG		AS SHOWN

PROJECT NO. 11232.01

NO. P-2 OF SHT.

Morgan Sports Center
Field Lights Diagram



2017 Little League®
Lighting Standards
& Safety Audit



Supplementing the Little League® 2017 Operating Manual Lighting Information

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©1992, 2017 Little League® Baseball and Softball

Lighting

Night games have been permitted in Little League® programs starting in 1957 with the second Little League International Congress in Chicago. Standards set by the Illuminating Engineering Society (IES) of North America were adopted by Little League Baseball in 1957, and have been updated with recommendations from the National Electric Code, the Uniform Building Code, and others.

Over the years, these standards have been refined and have been adopted by Little League Baseball, the National Recreation Society and other organizations. THE IMPORTANCE OF ADHERING TO THESE STANDARDS CANNOT BE OVERSTATED, TO ENSURE THE UNIFORMITY OF LIGHTING LITTLE LEAGUE FIELDS. ALL LIGHTING SYSTEMS MUST COMPLY WITH LITTLE LEAGUE STANDARDS, WITHOUT REGARD TO WHO INSTALLS OR FINANCES THE SYSTEM (such as city, county, private individual, etc.).

Many leagues operate in conjunction with other organizations or municipalities. This does not need to be a roadblock in making sure that standards are met. Instead, it is a matter of educating people at all levels on this vital aspect of league operations.

The District Administrator (and each local Little League President) are directly responsible for ensuring that any fields on which night games are played within his/her league or district are up to these standards. The potential liability risks we all face make compliance even more imperative.

As the Little League program grows and leagues charter more divisions, the demand for fields increases dramatically. For many leagues, a less costly alternative to constructing new fields is the installation of lighting, providing optimum use of available fields within the curfew limitations for each division. In planning for lights, it is most important that minimum lighting standards be attained. Every precaution should be taken to guard against mishaps that might result because of the installation of an inadequate lighting system. **The local district administrator must pre-approve plans for any new lighting system as being adequate and within minimum standards for play.** The District Administrator and President of the league must check the system after installation to determine that the installed system complies with the plans and meets or exceeds the minimum standards for play. Lighting systems must be checked once per year, and should be done before the season begins. Copies of project plans must be submitted to the District Administrator, for prior approval that the plans and installation comply with required standards.

The following standards have been adopted by Little League. They are divided into required minimum standards and desirable optional features. The minimum standards establish criteria which are important to the Little League activities. The desirable features are established to provide guidelines for adding important value to your lighting system.

Notice: Any upgrade or addition of lighting equipment to existing systems after July 1, 1992, must be done so that the systems will be in complete compliance with current standards.

Increasing field sizes – such as extending the outfield fence – and/or increasing the base path distances – such as from a 60-foot base path to a 70-foot base path – on a lighted Little League field involves many potential variables that need to be examined on a per-field basis. A lighting audit of such a field change must be performed to show the lighting on the increased area will still meet Little League standards. If it does not, any proposed update to the existing lighting system for a field should be done such that the manufacturer shows the Little League lighting standards will be maintained with the new design.

Standards for Lighting

I. Required Minimum Standards

These minimum standards are required for all lighting installations after the date of adoption of these standards. Any modification in existing lighting systems after this date should be done so as to result in a lighting system in compliance with these standards. To be in compliance, a system must meet all required minimum standards.

PART 1 – GENERAL

1.1 LIGHTING PERFORMANCE

A. Light Levels – Optic System Performance

The quantity of equipment needed to produce the target light levels on a field is determined by the efficiency of the lighting system.

Newest metal halide technology is capable of delivering equal or better results with as little as half the amount of equipment as common metal halide systems. This generation of lighting has high performance optic characteristics that enable reductions in the quantities of luminaires needed to meet design targets. The lighting designs for the specified field will show a reduced fixture count for systems using a high-performance optic system. Manufacturers should provide assurance that target light levels will be met over the life of the system.

As light emitting diode (LED) technology improves and costs decrease, LED lighting systems become more viable for sports facilities. LED light sources can have a much greater lifespan than metal halide light sources with significantly less lumen depreciation over typical sports lighting operating hours. For example, a metal halide light source may reach 70% lumen maintenance in as little as 2,100 – 3,000 hours while an LED light source may take 100,000 hours or more.

B. Light Levels – Sustaining Targets Over Time

The two methods of design to meet specified light levels are: to provide a constant light level during the guarantee period, or to apply a recoverable light loss factor to the initial design.

1. Constant Light Level Method

a. Metal Halide Light Source

The basics of this method are described under “Lumen Maintenance” in the IESNA Lighting Handbook Reference and Application, Tenth Edition, page 16-8: “Lumen maintenance control strategy calls for reducing the initial illumination of a new system to the designed minimum level. As lumen depreciation occurs, more power is applied to the lamps in order to maintain constant output.”

The term constant is intended to include any system that provides target light levels at 100 hours and maintains the target light levels throughout the system life. Light levels should be guaranteed with this technology.

Manufacturers should provide an independent test report signed by a licensed professional engineer certifying the lumen maintenance strategy and field performance of any constant light system.

b. Light Emitting Diode (LED) Light Source

Due to the increased lifespan of LED light sources the lumen maintenance strategy will need to be considered based on the expected operating hours. For low annual usage hours applying an appropriate recoverable factor to account of lumen maintenance is likely the preferred approach. For high annual usage hours applying a lumen maintenance strategy to adjust the power to the LEDs as depreciation occurs may be the better option to maintain constant light levels. When using lumen maintenance strategy based on power adjustments the TM-21-11 reports will not apply.

Level of Play/Description	Average Constant or Target Light Levels (Horizontal)	Maximum to Minimum Uniformity Ratio	Maximum Rate of Change
Standard — Competition	50 footcandles – Infield 30 footcandles – Outfield	2:1 – Infield 2.5:1 – Outfield	10% per 10 feet

2. Recoverable Light Loss Factor Method

a. Metal Halide Light Source

Computer designs are done using two sets of values. One shows the calculated "initial light levels" when lamps are new. The other predicts "target maintained light levels" after the lamps have passed through depreciation in light output. It is important to have the lighting designer use a maintenance factor adequate to account for this depreciation in light output throughout the life of the lamp.

According to best sports lighting practices, the recoverable light loss factor, or the value applied to the initial light level to predict the maintained light level values, should be in accordance with recommendations in the Pennsylvania State University report "Light Loss Factors for Sports Lighting," published in IES's Leukos, Vol. 6, No. 3, Jan., 2010, pages 183–201. The report's findings show a recoverable light loss factor of 0.65 should be used if lamps will be replaced at 3000 hours. Quality manufacturers are willing to provide guarantees of lighting performance.

b. Light Emitting Diode (LED) Light Source

The life of an LED is significantly longer than metal halide, and depreciation is more gradual early in life. If the amount of lumen depreciation will impact the target light levels during the system life then an appropriate lumen maintenance factor should be applied. It is recommended to obtain the lumen maintenance report per TM-21-11, of the fixture being proposed.

Level of Play/ Description	Initial Light Levels (Horizontal)	Average Constant or Target Light Levels (Horizontal)	Maximum to Minimum Uniformity Ratio	Maximum Rate of Change
Standard — Competition	77 footcandles – Infield 46 footcandles – Outfield	50 footcandles – Infield 30 footcandles – Outfield	2:1 – Infield 2.5:1 – Outfield	10% per 10 feet

C. Performance Requirements — Quantity

Playing surfaces shall be lit to an average target light level and uniformity as specified in the above charts. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified beginning on page 11 of these standards with the light meter held horizontally 36 inches above the field surface. Measured average illumination level shall be measured at the first 100 hours of operation.

D. Performance Requirements — Quality

The uniformity ratio of the lighting helps ensure the playing surface is uniform in appearance and there is the proper amount of light for the players. The comparison of the highest measure of quantity of light on the field to the lowest measurement shall not be greater than the ratios listed in the above charts. On the entire field area, the change in the quantity of horizontal footcandles should not occur at a greater rate than 10 percent per 10 feet, except for the outside perimeter readings which may change at a greater rate.

E. Glare for Participants

Pole heights, pole locations and fixture placements should be as shown on the layouts in the Appendix to enhance playability. Aiming angles are a function of both pole height and the distance from fixture to aiming point. Minimum pole heights and minimum aiming angles must be met to be in compliance.

1. Light fixtures which are set back from the foul lines between home plate to third base and between home plate to first base shall be mounted at a height above the playing surface such that a line from the lighting fixture to the point on the field where its maximum intensity is aimed is a line that is at least 25 degrees below horizontal.

2. Light fixtures positioned beyond the outfield fence or along the foul line beyond third base and first base shall be mounted at a height with a minimum aiming angle of 25 degrees below horizontal for fixtures aimed toward the infield and 21 degrees for fixtures aimed across the outfield.

3. Light fixtures should not be located in glare zones as indicated by Fig. A.

   Certain situations (spill and glare control, enhanced playability, and/or physical obstructions) may result in the light fixtures being located in glare zones. These fixtures should still be aimed as described above but also include shielding such that the glare when viewed from home plate is less than 1000 candela per fixture (measured at 60 inches above the field surface).

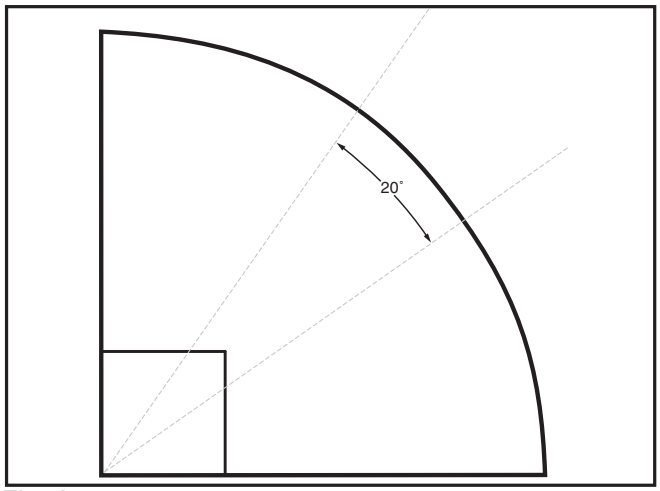


Fig. A.

1.2 ENVIRONMENTAL LIGHT CONTROL

Many facilities are located near residential or commercial properties or roadways, creating the possibility of spill and glare onto adjoining properties. Consideration should be given to this issue during the initial lighting design stage to minimize this effect. Some communities are implementing ordinances designed to minimize light pollution. Contact your local planning committee or zoning board.

The lighting equipment manufacturer can assist in assessing this issue and provide drawings showing maximum footcandles and candela at any points of concern on adjacent properties. Do not hesitate to investigate a manufacturer's reputation, abilities, and past experiences in working with local authorities and private property owners regarding glare and spill issues.

When considering lighting equipment that uses an LED light source, the off site light control should be at least as good as that of a metal halide source. Typically an LED light source can provide lower spill light values, but the glare from the fixture can end up being worse than a metal halide source if not properly designed.

1.3 LIFE-CYCLE COSTS

Leagues continue to struggle with operating budgets. Because the efficiency of lighting systems currently available can vary greatly, a life-cycle operating cost analysis should be considered when evaluating lighting systems. Owners should expect a quality lighting system to last many years. Regardless of source technology, the basics of lighting maintenance remain the same: relamping (metal halide), cleaning, monitoring, aiming alignment, and troubleshooting.

These standards provide a 10-year Life-Cycle Operating Cost Evaluation form to assist with the process. Items that should be included are energy consumption based upon the facility's expected usage, cost for spot relamping and maintenance, and any additional savings in energy or labor cost provided by automated on/off control systems. Contract price and life-cycle operating cost should both be considered in determining a lighting manufacturer for the project.

1.4 WARRANTY AND GUARANTEE

Product warranties are a good gauge of a manufacturer's confidence in their products. Prior generation equipment can range from 5 years to 10 years, and details of covered items and conditions vary greatly. New generation technology comes with warranty periods that may extend up to 25 years and includes guaranteed light levels, parts, on-site labor, lamp replacements, energy usage, monitoring and control services, spill light control, and structural integrity. The manufacturer should provide specially-funded reserves to ensure fulfillment of the warranty for the full term. It is highly recommended you consider these all-inclusive warranties to limit your league's future exposure to escalating costs and maintenance hassle.

LED products also range from 5 year to 10 year warranties. While the diodes themselves will typically outlast the length of the warranty, it is the other components that need to be covered in order to provide a system that will be operational for the length of the warranty. The basics of lighting maintenance remain the same: cleaning, monitoring, aiming alignment, and troubleshooting.

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

A lighting system should consist of lighting, electrical, and structural components designed to work together as a system that is durable and provides safety features.

A. Outdoor lighting systems should consist of the following:

1. Galvanized steel poles and crossarm assembly. Wood poles are not allowed after September 1, 1994. Poles should be hot-dip galvanized to ASTM A123 standards. All accompanying hardware shall be galvanized or stainless steel. Direct burial of steel poles is not recommended because of the potential for deterioration at or below ground at critical stress points. If direct bury steel poles are used, leagues should have a foundation design completed by a structural engineer.

2. Reinforced concrete pole foundation. Foundations should provide for pole attachment a minimum of 18 inches above ground to avoid corrosive deterioration. Concrete should cure a minimum of 28 days to develop adequate strength before stress loads are applied unless a shorter cure time is approved by the structural engineer of record.

3. All ballasts, or drivers, and supporting electrical equipment shall be mounted onto the pole, away from the fixtures and crossarm to avoid problems of misalignment caused by the weight of these components. It is recommended that this equipment be placed in aluminum enclosures mounted remotely approximately 10 feet (3 meters) above grade. The enclosures shall be lockable and include safety disconnect and surge protection per circuit for each pole structure. Enclosures should be kept locked except during times of maintenance.

4. All wiring conductors above ground must be enclosed in rigid cover. It is recommended that the lighting system include a wire harness complete with an abrasion protection sleeve and strain relief.

5. The approved metal halide lamp for play is a 1500-watt ANSI code – M48/E.

6. For an efficient LED system the diodes should have a minimum color temperature of 5700 K and a CRI of 65+.

B. Manufacturing Requirements

It is recommended that all components be designed and manufactured as a system. All luminaires, wire

harnesses (if provided), ballast/driver and other enclosures should be factory assembled, aimed, wired and tested for reduced installation time and trouble-free operation.

C. Durability

It is recommended that all exposed components be constructed of corrosion resistant material and/or coated to help prevent corrosion. Look for items like hot dip galvanizing for steel poles, stainless steel fasteners, powder coat painted aluminum, and wiring enclosed within the crossarms, conduit, pole, or electrical enclosure.

D. Lightning Protection:

All outdoor structures need to be equipped with lightning protection meeting NFPA 780 standards. If lightning grounding is not integrated into the structure, it may be necessary to supplement with grounding electrodes, copper down conductors, and exothermic weld kits.

E. Safety

All system components need to be UL Listed for the appropriate application. All electrical conductor wires for distribution of power around the playing field should be buried underground at depths provided by local code.

F. Maximum total voltage drop

Voltage drop to the disconnect switch located on the poles should not exceed 3% of the rated voltage per IESNA RP-6-15, Annex D.

2.2 STRUCTURAL PARAMETERS

A. Location

Poles shall be located as shown on the drawings in the appendix to these standards. Whenever possible, poles should be located outside of fences to avoid causing an obstruction or safety hazard to the participants.

B. Foundation Strength

Project specific foundation drawings stamped by a licensed structural engineer shall be required, illustrating that the foundation design is adequate to withstand the forces imposed from the pole, fixtures, and other attachments to prevent the structure from leaning.

C. Wind Load Calculator

Wind load of poles and other support structures, fixtures, brackets, arms, bases, anchorages, and foundations shall be determined based on the 50-year mean recurrent isotach wind maps for the appropriate municipality per the state building code.

D. Structural Design

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

E. Soil Conditions

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the school, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2015 IBC, Table 1806.2.

PART 3 – EXECUTION

3.1 FIELD QUALITY CONTROL

A. Illumination Measurements

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, League Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-15, Annex B.

B. Correcting Non-Conformance

If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:

1. Manufacturer shall, at his expense, provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.

2. Manufacturer shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of $1,000 (one thousand dollars) for each additional fixture required.

3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

3.2 ONGOING QUALITY ASSURANCE

A. Full light and safety audits should be performed every year. See Lighting Safety Audit at the back of these standards.

II. Desirable Features

The following practices are recommended for increasing the lighting system performance.

4.1 CONTROL AND MONITORING SYSTEM

A remote control and monitoring system will provide ease of operation and management for your facility. Manufacturers providing systems with a long-term warranty of at least 10 years will use this system to ensure your lighting performs as required.

A. Remote Monitoring

Monitoring systems can check the lighting system each time it is turned on for luminaire outages. When an outage is detected, the manufacturer should notify the owner so that appropriate maintenance can be scheduled.

B. Remote Lighting Control

Lighting control systems allow owners and users with a security code to schedule on/off system operation in a variety of methods including web sites, phone, app, fax, or email. Look for manufacturers that provide trained staff available 24/7 to provide scheduling support. Also evaluate features such as memory back up in the event of power outages.

C. Management Tools

Some manufacturers provide a web-based database of actual field usage and provide reports by facility and user group.

D. Communication Costs

Leagues should request that manufacturers include communication costs for operating the control and monitoring system for the life of the lighting system.

4.2 AUXILIARY BRACKETS

Sports lighting manufacturers can provide accommodations for mounting auxiliary equipment, such as speakers and security lights, on sport lighting poles. This ensures poles will be sized to accommodate the weight, dimensions, and EPA of the additional equipment. Brackets shall be welded to the pole and fabricated from hot-dip galvanized steel with a covered hand hole access and internal wiring in the pole.

4.3 FIELD PERIMETER LIGHTING

The parking areas, major areas utilized for passage, and areas immediately bordering the facilities should be lighted. The spill light from the playing field may provide illumination for some of these areas when the field is in use. When a sports field is not in use its sports lights should be turned off. Then other security lighting would be needed. For appropriate levels, see local codes. Care should be taken to eliminate darkly shadowed areas.

For additional information, contact: Little League® International
PO Box 3485
Williamsport, PA 17701
570/326-1921
Fax: 570/326-1074

LIFE-CYCLE OPERATING COST EVALUATION

This form will assist you in comparing 10-year life-cycle operating costs from multiple manufacturers. Bid proposals should be evaluated based upon compliance with the specifications, contract price, and the following life-cycle operating cost evaluation.

BID ALTERNATE A:

A.	**Energy consumption** ____ Number of luminaires x ____ kW demand per luminaire x ____ kW rate x ____ annual usage hours x 10 years		
B.	**Demand charges, if applicable**	+	
C.	**Spot relamping and maintenance over 10 years (relamping not applicable for LED)** Assume ____ repairs at $ ____ each if not included	+	
D.	**Group relamps during 10 years (relamping not applicable for LED)** ____ annual usage hours x 10 years / lamp replacement hours x $125 lamp & labor x number of fixtures	+	
E.	**Extra energy used without control system** ____% x Energy Consumption in item A.	+	
F.	**Extra labor without control system** $____ per hour x ____ hours per on/off cycle x ____ cycles over 10 years	+	
G.	**TOTAL 10-Year Life-Cycle Operating Cost**		

BID ALTERNATE B:

A.	**Energy consumption** ____ Number of luminaires x ____ kW demand per luminaire x ____ kW rate x ____ annual usage hours x 10 years		
B.	**Demand charges, if applicable**	+	
C.	**Spot relamping and maintenance over 10 years (relamping not applicable for LED)** Assume ____ repairs at $ ____ each if not included	+	
D.	**Group relamps during 10 years (relamping not applicable for LED)** ____ annual usage hours x 10 years / lamp replacement hours x $125 lamp & labor x number of fixtures	+	
E.	**Extra energy used without control system** ____% x Energy Consumption in item A.	+	
F.	**Extra labor without control system** $____ per hour x ____ hours per on/off cycle x ____ cycles over 10 years	+	
G.	**TOTAL 10-Year Life-Cycle Operating Cost**		

LITTLE LEAGUE® LIGHTING STANDARDS CHECKLIST
DESIGN SUBMITTAL DATA CHECKLIST AND CERTIFICATION

This form will assist you in comparing proposals from various lighting manufacturers. All items listed below should comply with your project's specifications and be submitted according to your pre-bid submittal requirements.

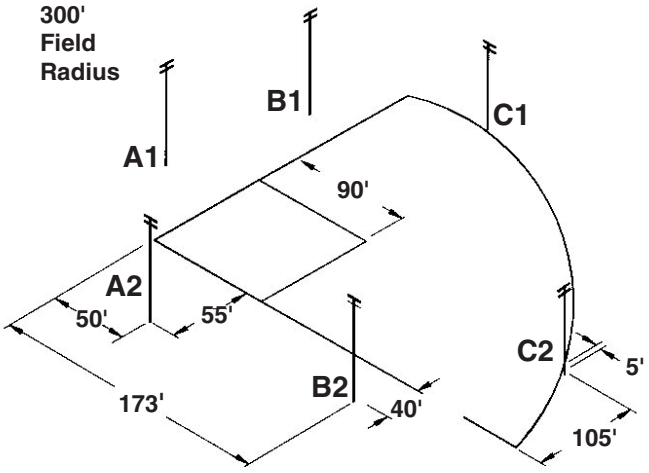
Included	Tab	Item	Description
	A	Letter/Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	On Field Lighting Design	Lighting design drawing(s) showing: a. Field name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to home plate. Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of meter above field surface should be 36 inches e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor. f. Manufacturers shall provide constant light level or provide both initial and maintained light scans using a maximum 0.65 Recoverable Light Loss Factor and lamp replacement interval at 3000 hours to calculate maintained values as shown in section 1.1.B.2.
	C	Off Field Lighting Design	Lighting design drawings showing spill light levels in footcandles and candela as specified.
	D	Photometric Report (glare concerns only)	Provide photometric report for a typical luminaire used showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	E	Life Cycle Cost calculation	Document life cycle cost calculations as defined on the Life-Cycle Operating Cost Evaluation. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 10 Years.
	F	Luminaire Aiming Summary	Document showing each luminaire's aiming angle and the poles on which the luminaries are mounted. Each aiming point shall identify the type of luminaire.
	G	Structural Calculations (if required)	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar, and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer licensed in the state where the project is located.
	H	Control and Monitoring (if required)	Manufacturer shall provide datasheet or schematics for automated control system to include monitoring. They shall also provide examples of system reporting, and access for user groups to operate the system.
	I	Electrical distribution plans	If bidding a system other than the base design, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels, and wire sizing, signed by a licensed Electrical Engineer in the state where the project is located.
	J	Performance Guarantee	Provide written guarantee of illumination levels, including a commitment to undertake all corrections required to meet the performance noted in these specifications at no expense to the owner. Light levels must be guaranteed per the number of years specified.
	K	Warranty	Provide written warranty information including all terms and conditions.
	L	Project References	Manufacturer to provide a list of project references of similar products completed within the past three years.
	M	Product Information	Complete set of product brochures for all components, including a complete parts list and UL Listings.
	N	Non-Compliance	Manufacturer shall list all items that do not comply with Little League Lighting Standards.
	O	Compliance	Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance

Manufacturer: _____ **Signature:** _____

Contact Name: _____ **Date:** _____/_____/_____

Recommended Lighting Diagrams

Pole Quantities, Heights			
Field Radius	Location	Minimum Quantity	Minimum Mtg. Ht. †
200'	A	2	60'
	B	2	60'
Total		4	
225'	A	2	70'
	B	2	70'
Total		4	
250'	A	2	70'
to	B	2	70'
300'	C	2	60'
Total		6	



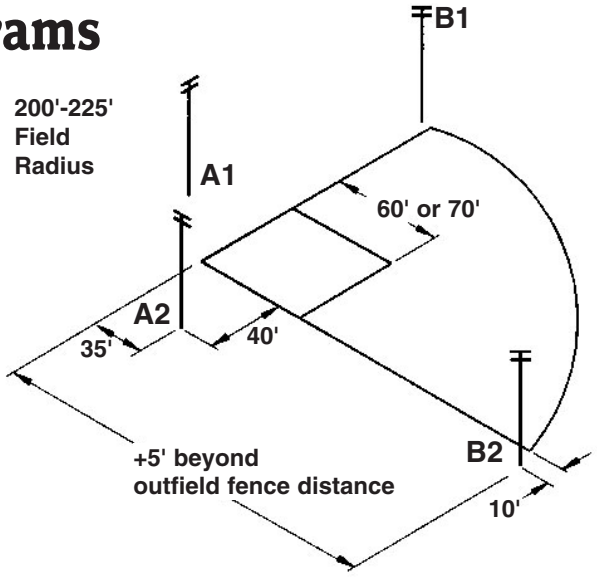
90-foot base lines;
outfield fence 300 feet from home plate.

NOTES:

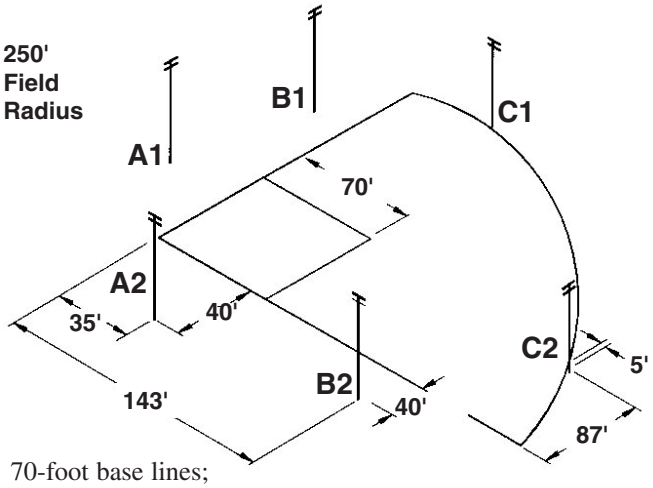
The number of fixtures necessary to meet minimum lighting requirements varies between manufacturers. Please be sure you are provided adequate documentation from the manufacturer showing Little League standards will be attained.

Increasing field sizes — such as extending the outfield fence — and/or increasing the base path distances — such as from a 60-foot base path to a 70-foot base path involves many potential variables that need to be examined on a per-field basis. A lighting audit of such a field change must be performed to show the lighting on the increased area will still meet Little League standards. If it does not, any proposed update to the existing lighting system for a field should be done such that the manufacturer shows the Little League lighting standards will be maintained with the new design.

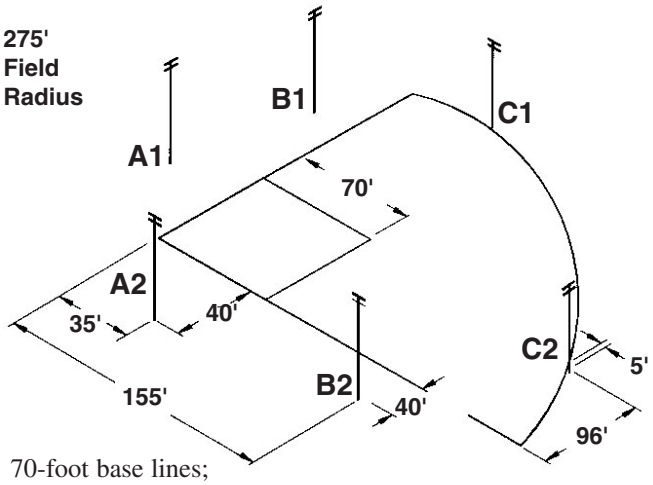
† For glare control, higher fixture mounting heights may be required. Also, if obstructions or common poles for multiple fields require poles to be set back farther from the field, then taller poles may be required.



60- or 70-foot base lines;
outfield fence 200–225 feet from home plate.



70-foot base lines;
outfield fence 250 feet from home plate.



70-foot base lines;
outfield fence 275 feet from home plate.

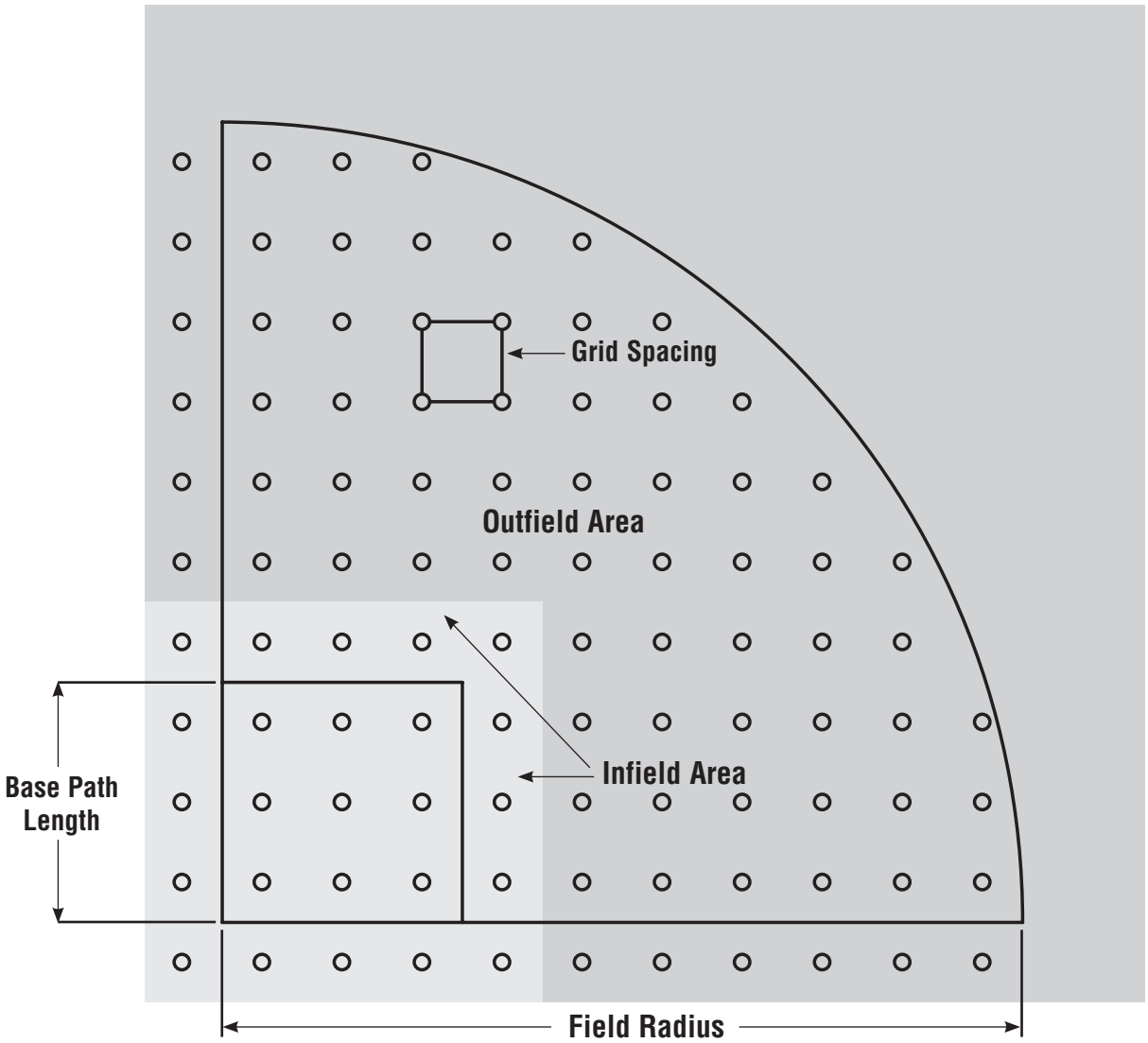


Fig. B4. Illuminance measuring points for baseball and softball. **Illuminating Engineering Society of North America Sports Lighting-RP-6-15**

Field Radius	Base Path Length	Grid Spacing	Total Number of Grid Points	
			Infield	Outfield
175 feet	60 feet	20 feet x 20 feet	25	54
200 feet	60 feet	20 feet x 20 feet	25	75
225 feet	60 feet	20 feet x 20 feet	25	96
225 feet	70 feet	25 feet x 25 feet	25	58
250 feet	70 feet	25 feet x 25 feet	25	75
275 feet	70 feet	25 feet x 25 feet	25	92
300 feet	90 feet	30 feet x 30 feet	25	73

Light meter should be held horizontally at 36 inches above the surface.

Little League®
Lighting Safety Audit

Little League requirements call for regular inspections of your lighting system. The following safety audit will:

1. Identify components that may need repair or replacement.
2. Help you determine whether the performance of the system meets Little League minimum standards as outlined in the Standards of Lighting section of the Little League Operating Manual.

A copy of this completed form must be sent to your District Administrator and the original should be retained in league records.

Important - Inspection, testing and repair must be done by qualified person prior to season play each year.

Plans for new lighting must be approved by local District Administrator as being within minimum standards.

For additional information contact your District Administrator or Little League Headquarters.

League Name_____

Charter No.___ ___ ___ ___ – ___ ___ ___ – ___ ___ ___ ___

Town_____ State_____

Number teams in league _____

Name of field _____

Number leagues using field _____

We share the field with_____ League

Total # of fields_____ # lighted_____

Date of Inspection _____

Inspected by_____

Testing & Repairs by _____

Lighting Performance

This field has the following light levels and uniformity:

Infield _____ Average footcandles

_____ :1 Uniformity

Outfield _____ Average footcandles

_____ :1 Uniformity

Date lighting equipment installed or last upgraded

_____
month / year

Readings are taken in the middle of each square represented on the chart below.

To obtain average footcandle value:

1. Record light readings within each numbered square.
2. Infield = Total of infield readings ÷ 25
3. Outfield = Total of outfield readings ÷ number of readings.

To obtain uniformity ratio for infield or outfield:

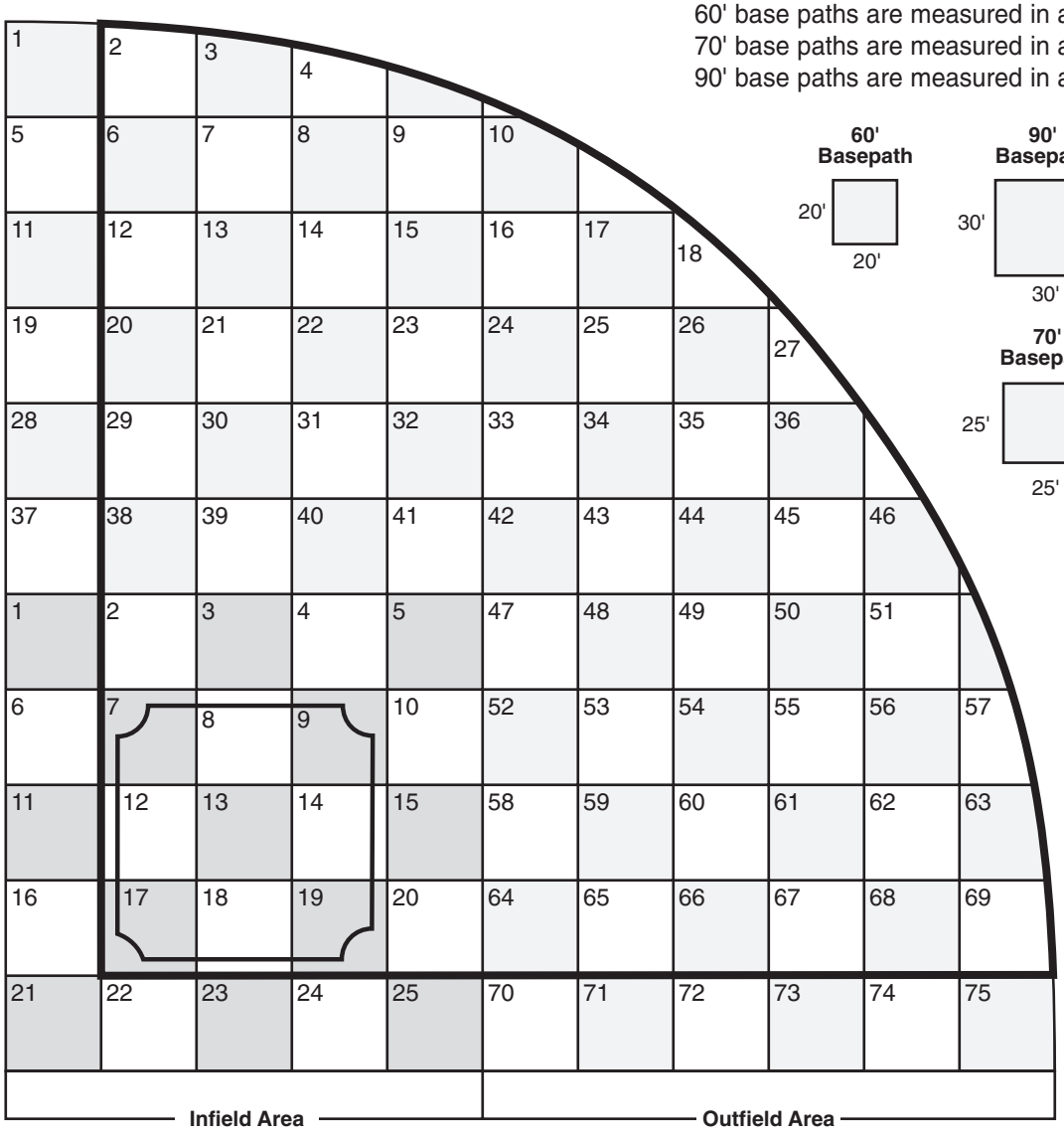
1. Divide highest (maximum) light level reading by the lowest (minimum) light level reading.

For example:

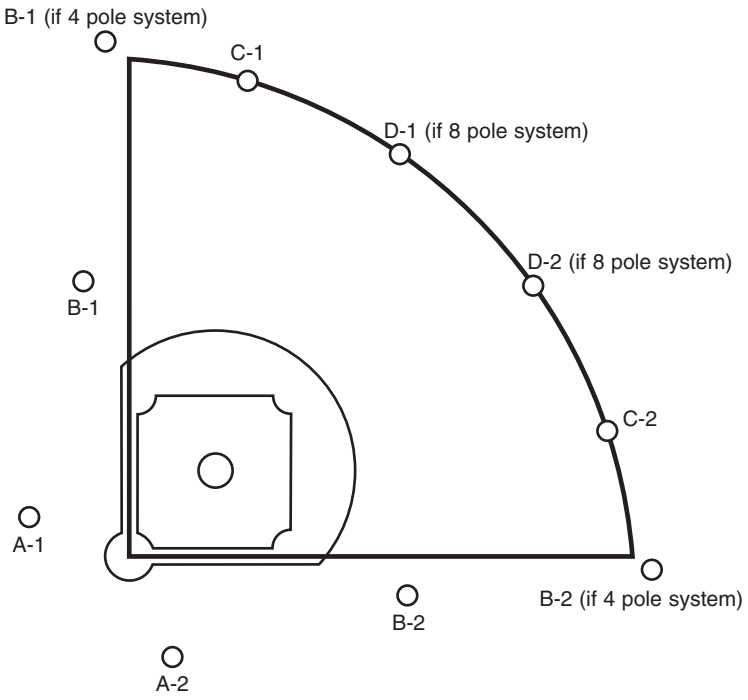
61 footcandles (infield maximum) ÷ 31 footcandles (infield minimum) = 2:1

NOTE:

60' base paths are measured in a 20' x 20' grid;
70' base paths are measured in a 25' x 25' grid;
90' base paths are measured in a 30' x 30' grid.



Equipment Listing



Fill in the number of fixtures on each pole and mounting heights:

	Pole	Number of Fixtures
	A-1	_____
	A-2	_____
	B-1	_____
4 Pole System	B-2	_____
	C-1	_____
6 Pole System	C-2	_____
	D-1	_____
8 Pole System	D-2	_____
	Total	_____

Type of poles: ❑ steel ❑ concrete

Fixture height above field: _____

Base path length: ❑ 60' ❑ 70' ❑ 90'

Distance from home plate to foul pole:

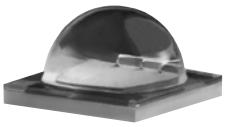
❑ 175' ❑ 200' ❑ 225' ❑ 275'

❑ 300' ❑ other _____

Lamp Type:



❑ Metal Halide



❑ LED

❑ OTHER _____

Lightning Grounding System Test

THREE POINT FALL OF POTENTIAL TEST* - This test measures the resistance of the ground rod to earth. This method also measures the effect of a variety of conditions such as soil composition, drought conditions, etc. A ground resistance tester is used for the following testing procedure:

a. Two additional temporary grounds, consisting of short rods 2–3 feet long, must be driven in the ground at an appropriate distance from the ground being tested.

b. The instrument is connected to all three grounds by means of insulated leads. A magneto or a battery in the instrument furnishes the necessary power for the test.

c. The instrument reads the ground resistance directly in ohms.

d. The process is repeated for a series of points and a resistance curve is plotted.

NOTE: The National Electrical Safety Code (NEC) implies that the ground resistance should be measured at the time of installing the ground and that the ground resistance must not exceed 25 ohms for a single, 8-foot long buried or driven electrode.

* See IEEE #81 — Recommended Guide for Measuring Ground Resistance and Potential Gradients in the Earth

1. It is recommended that testing procedures for grounding be in accordance with local, state, or national code.
2. Because connections can deteriorate over time, increasing resistance, it is recommended that the ground resistance tester be connected to the down conductor — not the electrode itself. This will provide a more accurate ground resistance reading.

System Operation

WARNING!! Turn off electricity at power source and at safety disconnect on the pole.

	OK	Needs Repair	Notes
Service Entrance & Pole Distribution Boxes			
Check service panel for proper markings. • Emergency information should be visible.			
• Warning stickers, wiring diagrams, circuit labels, and other servicing information signs should be posted and clearly legible			
Test reset action on all service breakers. • Snap all breakers on and off to ensure firm contact.			
Check the wiring.* • Insulation around wiring should show no signs of deterioration.			
• Wiring should show no heat discoloration.			
Check all taped connections.* • Signs of wear should be replaced.			
Make sure no live parts are exposed. • Bare wires and exposed connections should be wrapped with insulated covering.*			
Padlocks for service entrance & distribution boxes should be in place and operational.			
Poles			
Check that poles aren't leaning.			
Check wood poles for decay or twisting. Twisted pole may require re-aiming of fixtures. • Effective Sept. 1, 1994, wood poles are no longer approved on new installations.			
Check base-plate of steel poles for signs of deterioration. • Check anchor bolt for signs of corrosion.			
• Check grouting under pole to make sure proper drainage exists.			
Check bolts and fittings for tightness. • Check all metal parts for signs of corrosion.			
Check to see that wiring covers are in place.			
Check all cables and conduits. • Pull on conduit to check for looseness.			
• Check for loose fittings and damaged conduit.			
• All cables should be straight and properly strapped.*			
• If cables are exposed to the elements, make sure the insulation has the proper rating.*			
Check overhead wiring. • Wiring should be properly secured*			
• Check that new growth on tree branches and limbs won't obstruct or interfere with overhead wiring.			
Check pole climbing equipment (if provided) • Check inspection cards on climbing harness and pole equipment. Are inspections up to date?			
• Check for proper cable tension. Cable should not be loose.			
Luminaires			
Check fixture housings. • Housings should show no sign of cracking, large dents, and/or water leakage.			
Check lenses. • Clean lenses.			
• Replace broken lenses.			
Replace burned-out lamps.			
Check luminaire fuses. • Fuses should be the correct size.			
• All fuses should be operational.			
Insulation covering on wiring should show no signs of wear or cracking.			
Ground wire connections must be secure.			
Check around ballasts for signs of blackening. (metal hallide)			
Check that capacitors aren't bulging. (metal hallide)			
Check aiming alignment of all fixtures. • On wooden poles, see if crossarms are still aligned with the field and horizontal.			
Ground			
Check grounding connections.*			
Check nearby metal objects. • Make sure metal bleachers and other metal objects are located at least 6' from the electrical components.			
• Metal objects, such as bleachers, must have their own individual grounding system.			

* These tests and/or repairs require the services of a qualified electrician.

For additional information contact:
LITTLE LEAGUE® INTERNATIONAL
PO Box 3485
Williamsport, PA 17701
570/326-1921
Fax: 570/326-1074

M-1425-enUS-17

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

RFB 24-14-REC – Morgan Sports Center Lighting

November 26, 2024 – 2:00 PM

BIDDERS:	Base Bid
1) TECHLINE SPORTS LIGHTING	#678,840
2) EAG-LED	#817,710
3) M. GAY CONTRACTORS, INC.	#847,239
4) QUALITE SPORTS LIGHTING, LLC	#1,316,352
5) PREMIER SPORTS LIGHTING	#1,100,850
6) ORION	#1,213,352.90
7) PSG ENERGY SERVICES	0

Present at the bid opening:

Rey Bailey	City Clerk
JEFF COZZAD	GRANTS/PROJECT MGR

TECHLINE SPORTS LIGHTING

To Whom it May Concern,

Techline Sports Lighting had already mailed our bid upon receipt of Addendum 1. Please replace the corresponding documents with the ones enclosed here for accurate pricing based on the Addendum 1 specification for remote drivers.

We have also included information regarding our integral driver system in the pages that follow. As you will see, our integral driver system would save the city $80,000 on this project and comes with many benefits that remote drivers lack. Should the city choose to honor it's initial RFP allowing integral drivers, our original price will stand.

Thank you for your attention to this matter. We look forward to your feedback and the opportunity to continue collaborating on this project.

Regards,

Rodney Hawthorne
President
Techline Sports Lighting

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: Techline Sports Lighting

Address: 15303 Storm Dr.

City & State: Austin, TX 78734 Zip Code: 78734

Telephone: ( ) 512-788-2862 E-mail: chase@sportlighting.com Fax: ( )

Number of Years in Business: 25 Contact Name Chase Hawthorne

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ 424k
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ 219k
Replacement/retrofit of lighting for two (2) parking lot areas	$ 20k
10 year Warranty Service	$ 15k

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Avery Hawthorne – Sales Manager
(Print or Type)

Signature: Avery Hawthorne

Date of Bid: 11/26/24

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 24-14-REC
DESTIN MORGAN SPORTS COMPLEX
LIGHTING

November 21, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location of Osprey platforms. Attached.

Clarifications:

1. Lightning rod: grounding- Is this a requirement for the parking lots, too?
   If required by the lightning manufacturer

2. Is there a preferred Eagle nesting platform?
   No

3. RFP note: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
4. Question: Regarding access control; please provide additional details- is this for each site: fields and parking lots?
   Only for the laydown area as needed by the winning bidder.

5. What date can respondents expect to get answers?
   Questions and answers will be provided through an addendum, to plan holders.

6. Will questions and answers be emailed to all respondents?
   Questions and answers will be provided through an addendum, to plan holders.

7. Orion requests a (1) week extension since proposal is to be mailed, received by 11/26 - there is limited time to get answers and then to go back out for material quotes, if needed.
   The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

8. Did the city decide to put eagle nest platforms on all poles or just a few?
   Yes, there are three proposed. Please see attached map.

9. Do you require new wires underground to the poles?
   No, we do not.

10. Who would handle the removal of the existing bird nest(s)?
    The City will remove the remaining nests.

11. Who is responsible for repairs of any fencing, fields, or pavements that could be damaged during installation?
The winning bidder would be responsible.

12. Do you want the light head for light head installation on the parking lot lights?
Presuming the "light head" is the hardware connecting the pole with the light fixture, yes.

13. Does each pole require the platforms for the Osprey nests or are there specified poles?
No. Only three are proposed to have platforms. Please see map for marked locations.

14. The RFB does not specify the location of the drivers for the lighting system. Most manufacturers can provide a remote driver system typically mounted at a height accessible by a ladder for ease of maintenance. Are remote drivers required or preferred?
Approximately 10' on pole, remote drivers are required.

15. To prevent damage to the sensitive electronic components in modern LED systems, it is common industry standard to require new grounding systems on retrofits of existing poles. What are the grounding requirements for the new LED system?
As required per lighting manufacturer's specs.

16. The maximum ground resistance per NFPA code is 25 ohms. If new grounding systems are not required, what are the testing requirements for the existing pole grounding? Who is responsible for testing and verifying grounding meets code?
The winning bidder will be responsible for testing/verifying grounding meets code.

17. The RFB specifies a horizontal footcandle value no more than 0.2 fcs at the property line. Glare is measured in candela. Candela values from LED luminaires can vary greatly from manufacture to manufacture. How will glare be evaluated? What are the candela or glare requirements or values for the new LED system? Will there be candela value requirements at the complex property line?
Glare impact scans shall be provided from the field edge on a map of the surrounding area and shall be submitted showing the maximum candela until less than 10,000 candela is met.

18. Which poles get osprey platforms? What are the structural requirements for the platforms and will engineered drawings be required?
See the attached sketch. Yes, platforms must meet the wind code.

The bid opening date remains as Tuesday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Avery Hawthorne
Print Name

Amy Hunter

Signature

11/25/24

Date

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:

Name: Techline Sports Lighting

Address: 15303 Storm Dr

City, State, Zip: Austin, TX 78734

Telephone No.: 512-788-2862

Email: chase@sportlighting.com

Check One

Corporation	☑
Partnership	☐
Individual	☐
Other	☐

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   Techline Sports Lighting, LLC

   The address of the principal place of business is:

   15303 Storm Dr

   Austin, TX 78734

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: 1999

   b. State of Incorporation: Texas

   c. President's name: Rodney Hawthorne

   d. Vice President's name: Wes Wiese

e. Secretary's name: Becky Kale

f. Treasurer's name: Lewis Rhoden

g. Name and address of Resident Agent: Rodney Hawthorne
15303 Storm Dr. Austin, TX 78734

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

n/a

6. How many years has your organization been in business under its present business name?

25 years

Under what other former names has your organization operated?

n/a

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

EC13011617

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

no, Techline has completed every project in our 25 years of business

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

key personnel sheet included

10. State the name of the individual who will have personal supervision of the work:

Danny Leydig

11. State the name and address of attorney, if any, for the business of the responsive bidder:

n/a

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Rodney Hawthorne 40%

Bob Brode 27%

Robert Brode 15%

Lauren Brode Irons Irrevocable Trust 2012 15%

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

BDRR Properties (real estate)

15303 Storm Dr

Austin, TX 78734

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	8
	Total Work (a +b):	9

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
PNC Bank	1703 W 5th St Austin, TX 78703 ste500	512-421-6781

Due to Techline's success over the last 25 years, we operate with no debt, large inventory, and large cash reserves and therefore only deal with a single bank

16. What will be your turnaround time for written responses to City inquires?

48 hours

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

n/a

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Techline Sports Lighting, LLC vs Future Legends, LLC for non-payment of $1.6M

Techline Sports Lighting, LLC vs Mako Sports Lighting, LLC for non-payment of $267k
Cease + Desist against Todd Gaines and Frank Heys with Musco Sports Lighting, LLC for wrongful, illegal + unethical post bid misconduct
* more details available upon receipt of NDA with the City of Destin

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

n/a

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Amy Hunter

(Title) Sales Manager

Subscribed and sworn to before me

This 21 day of November, 2024

Katelyn Jackson

Notary Public (Signature)

Katelyn Jackson
My Commission Expires
10/20/2026
Notary ID 134025516

My Commission Expires: 10/20/2026

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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 RFB NO. 24-14-REC

2. This sworn statement is submitted by Techline Sports Lighting whose business address is 15303 Storm Dr. Austin, TX 78734

and (if applicable) Federal Employer Identification Number (FEIN) is 74-2904678 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Avery Hawthorne and my relationship to the entity named above is sales manager

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.

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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: Techline Sports Lighting

ADDRESS: 15303 Storm Dr

CITY: Austin STATE: TX ZIP CODE: 78734

TELEPHONE NUMBER: 800-500-3161

SIGNATURE: Avery Hawthorne DATE: 11/21/24

NAME (TYPED OR PRINTED): Avery Hawthorne

TITLE: Sales Manager

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Avery Hawthorne (insert name) as Sales Manager (insert title) on behalf of Techline Sports Lighting (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Techline Sports Lighting (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Techline Sports Lighting (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that 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.)

Amy Hamilton Date: 11/21/24

(Signature)

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Travis

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 21 day of November, 2024, and is personally known to me, or has provided _____ as identification.

Katelyn Jackson
Notary Public

My Commission expires: 10/20/2026

END OF SECTION



RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Teihline Sports Lighting
Bidder's Company Name

15303 Storm Dr

Austin, TX 78745
Address

800-500-3161
Phone #

74-2904678
Federal ID # or SS #

Authorized Signature

Authorized Signatory (Print Name)

Vice President of Operations
Title

N/A
Fax #

FURTHER AFFIANT SAYETH NAUGHT.

Avery Hawthorne
Printed Name: Avery Hawthorne
Title: Sales Manager
Nongovernmental entity: Techline Sports Lighting
Date: 11/21/24

STATE OF Texas
COUNTY OF Travis

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Katelyn Jackson as Notary Public on behalf of Techline Sports Lighting, who is personally known to me or who produced _____ as identification this 21 day of November, 2024.

Katelyn Jackson
Notary Public

(Notary Seal)



The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



Calculation Summary											
Scene: DEFAULT											
Label	Area Size	Units	Avg	Max	Min	Max/Min	# Pts	PtSpcLr	PtSpcTb	CV	UG
END OF AIRPORT_Cd_Seg1	60' x 60'	N.A.	2646	5615	718	7.82	25	30	30	N.A.	N.A.
MAX CANDELA #1_Cd_Seg1	300' RADIUS	N.A.	5981	9501	2540	3.74	57	30	30	N.A.	N.A.
MAX CANDELA #2_Cd_Seg1	60' x 60'	N.A.	3208	9583	566	16.93	61	30	30	N.A.	N.A.
MAX CANDELA #3_Cd_Seg1	300' RADIUS	N.A.	2530	9721	304	31.98	86	30	30	N.A.	N.A.
MAX CANDELA #4_Cd_Seg1	60' x 60'	N.A.	6736	9803	1268	7.73	89	30	30	N.A.	N.A.

*** DISCLAIMER ***
DESIGN BASED OFF OF LATEST SATELLITE IMAGES AVAILABLE AT THE TIME OF DESIGN. ALL MESAUREMENTS/POLE LOCATIONS NEED TO BE FIELD VERIFIED FOR ACCURACY AND APPROVED BEFORE PRODUCTION CAN BEGIN.*

Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
A1	6400
A2	6400
A3	7200
A4	6400
B1	12800
B2	12000
B3	12000
B4	12800
C1	4800
C2	4800
C3	4800
C4	4800
C5	4800
C6	4800
C7	4800
C8	4800
TOTAL	114400

Pole Summary		
Scene: DEFAULT		
Poles	# Lums	MH
A1-BB#1	4	60'
A1-BB#4	4	60'
A2-BB#1	4	60'
A2-BB#2	4	60'
A3-BB#2	5	60'
A3-BB#3	4	60'
A4-BB#3	4	60'
A4-BB#4	4	60'
B1-BB#1	8	70'
B1-BB#4	8	70'
B2-BB#1	8	70'
B2-BB#2	7	70'
B3-BB#2	7	70'
B3-BB#3	8	70'
B4-BB#3	8	70'
B4-BB#4	8	70'
C1	6	60'
C2	6	60'
C3	6	60'
C4	6	60'
C5	6	60'
C6	6	60'
C7	6	60'
C8	6	60'

Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
	13	TSLW-EV-NLV	0.950	800	Single
	126	TSLM-EV-NLV	0.950	800	Single
	4	TSLEW-EV-NLV	0.950	800	Single

TECHLINE SPORTS LIGHTING
www.sportlighting.com

Morgan Sports Complex
City of Destin, FL
SOFTBALL RETROFIT - 50/30 FC
24-1824-BB-MAX CANDELA.AGI

DRAWN BY: AMP
Date:11/25/2024
SCALE: NTS
Page 1 of 2
24-1824-BB-MAX CANDELA.AGI



Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
	36	TSLM-EV-NLV	0.950	800	Single

Pole Summary		
Scene: DEFAULT		
Poles	# Lums	MH
A5	4	60'
A6	4	60'
A7	4	60'
A8	4	60'
B5	5	60'
B6	5	60'
B7	5	60'
B8	5	60'

Calculation Summary										
Scene: DEFAULT										
Label	Units	Avg	Max	Min	Max/Min	# Pts	PtSpcl.r	PtSpcTb	CV	UG
MAX CANDELA #1_Cd_Seg1	N.A.	3118	9898	648	15.27	50	20	20	N.A.	N.A.
MAX CANDELA #2_Cd_Seg1	N.A.	4694	9885	1699	5.82	46	20	20	N.A.	N.A.
MAX CANDELA #3_Cd_Seg1	N.A.	5524	9802	1892	5.18	56	20	20	N.A.	N.A.

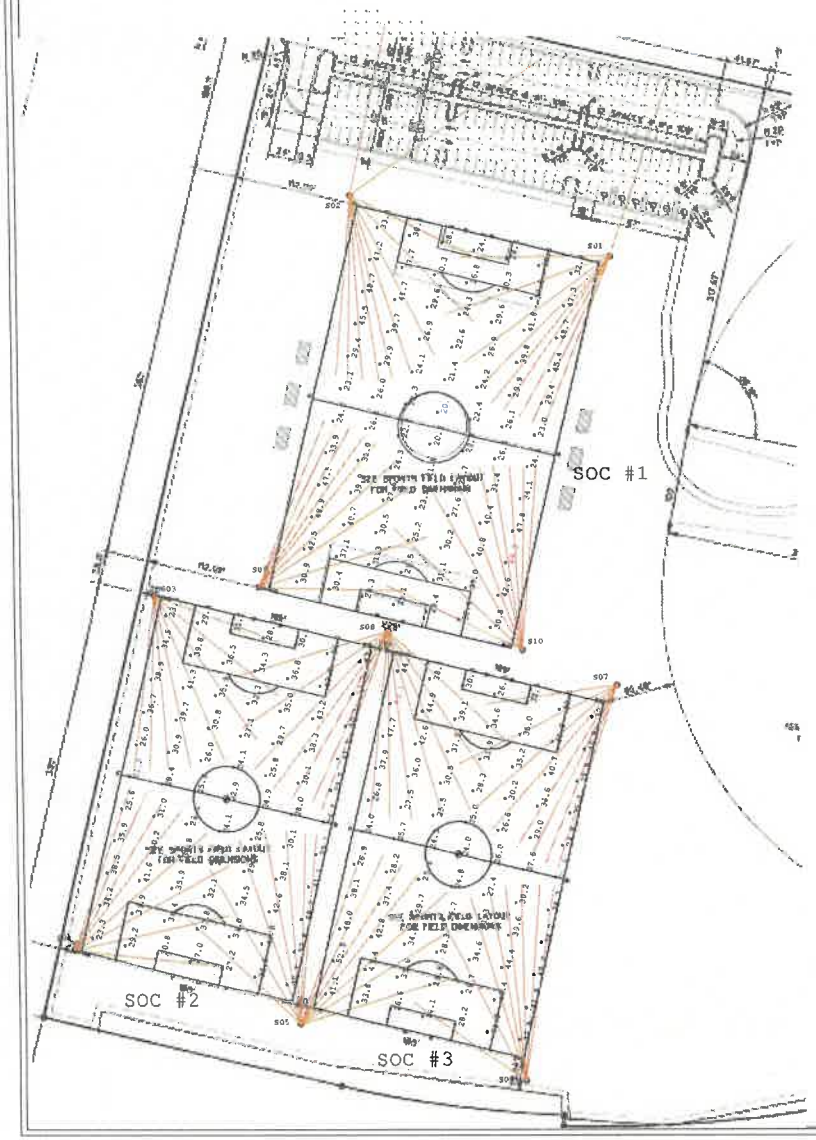
Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
A5	3200
A6	3200
A7	3200
A8	3200
B5	4000
B6	4000
B7	4000
B8	4000
TOTAL	28800

*** DISCLAIMER ***
DESIGN BASED OFF OF LATEST SATELLITE IMAGES AVAILABLE AT THE TIME OF DESIGN. ALL MEASUREMENTS/POLE LOCATIONS NEED TO BE FIELD VERIFIED FOR ACCURACY AND APPROVED BEFORE PRODUCTION CAN BEGIN."

TECHLINE SPORTS LIGHTING
www.sportlighting.com

Morgan Sports Complex
City of Destin, FL
SOFTBALL RETROFIT - 50/30 FC
24-1822-SB-MAX CANDELA.AGI

DRAWN BY: AMP
Date:11/25/2024
SCALE: NTS
Page 1 of 2
24-1822-SB-MAX CANDELA.AGI





Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
S01	8000
S02	8800
S03	6400
S04	6400
S05	11200
S06	6400
S07	6400
S08	11200
S09	7200
S10	7200
TOTAL	79200

Pole Summary		
Scene: DEFAULT		
Poles	# Lums	MH
S01	9	70'
S01-PK	1	70'
S02	9	70'
S02-PK	2	70'
S03	8	70'
S04	8	70'
S05-SC#2	8	70'
S05-SC#3	6	70'
S06	8	70'
S07	7	70'
S08-SC#2	7	70'
S08-SC#3	8	70'
S09	9	70'
S10	9	70'

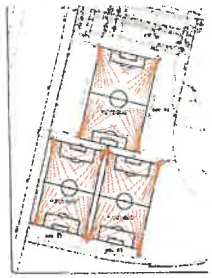
Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
	99	TSLM-EV-NLV	0.950	800	Single

Calculation Summary											
Scene: DEFAULT											
Label	Area Size	Units	Avg	Max	Min	Max/Min	# Pts	PtSpcLr	PtSpcTb	CV	UG
PARKING LOT	-	Fc	4.14	9.5	1.4	6.64	456	10	10	N.A.	N.A.
SOCCER #1	360' x 225'	Fc	31.81	49.3	20.3	2.43	84	30	30	0.25	1.55
SOCCER #2	330' x 195'	Fc	33.58	53.5	22.3	2.40	77	30	30	0.21	1.47
SOCCER #3	330' x 195'	Fc	33.54	53.1	21.8	2.44	77	30	30	0.22	1.42

TECHLINE SPORTS LIGHTING
www.sportlighting.com

Morgan Sports Complex
City of Destin, FL
SOCCER - 30 FC
24-1917-SC.AGI

DRAWN BY: AMP
Date:11/25/2024
SCALE: NTS
Page 1 of 1
24-1917-SC.AGI



Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
S01	7200
S02	7200
S03	6400
S04	6400
S05	11200
S06	6400
S07	6400
S08	11200
S09	7200
S10	7200
TOTAL	76800

Pole Summary		
Scene: DEFAULT		
Poles	# Lums	MH
S01	9	70'
S02	9	70'
S03	8	70'
S04	8	70'
S05-SC#2	8	70'
S05-SC#3	6	70'
S06	8	70'
S07	7	70'
S08-SC#2	7	70'
S08-SC#3	8	70'
S09	9	70'
S10	9	70'

Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
	96	TSLM-EV-NLV	0.950	800	Single

Calculation Summary											
Scene: DEFAULT											
Label	Description	Units	Avg	Max	Min	Max/Min	# Pts	PtSpcLr	PtSpcTb	CV	UG
MAX CANDELA #1_Cd_Seg1	1200 FT AWAY	N.A.	739.24	994	358	2.78	101	30	30	N.A.	N.A.
MAX CANDELA #2_Cd_Seg1	1650 FT AWAY	N.A.	583.73	999	126	7.93	114	30	30	N.A.	N.A.
MAX CANDELA #3_Cd_Seg1	1500 FT AWAY	N.A.	798.61	1148	186	6.17	118	30	30	N.A.	N.A.
MAX CANDELA #4_Cd_Seg1	770 FT AWAY	N.A.	3968	5700	1425	4.00	225	10	10	N.A.	N.A.

TECHLINE SPORTS LIGHTING
www.sportlighting.com

Morgan Sports Complex
City of Destin, FL
SOCCER - 30 FC
24-1917-SC-MAX CANDELA.AGI

DRAWN BY: AMP
Date:11/25/2024
SCALE: NTS
Page 1 of 1
24-1917-SC-MAX CANDELA.AGI

MERCHANTS BONDING COMPANY
Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That Techline Sports Lighting, LLC

(hereinafter called the Principal) as Principal, and the Merchants National Bonding, Inc.

(hereinafter called Surety), as Surety, are held and firmly bound to City of Destin, Florida

4200 Indian Bayou Trail, Destin, FL 32541

(hereinafter called the Obligee) in the full and just sum of (5%)

Five Percent of Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 26th day of November, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Morgan's Sports Complex Lighting

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants National Bonding, Inc., as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Techline Sports Lighting, LLC
Principal

By

Attest:
Ricky Pleasant, Jr.

Merchants National Bonding, Inc.

By Courtney J. Goulding, Attorney-in-Fact

CON 0333 (2/15)

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

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

Surety Bond #: Bid Bond
Principal: Techline Sports Lighting, LLC
Obligee: City of Destin, Florida

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of November , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 26th day of November, 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of November , 2024

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

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

Techline Sports Lighting, LLC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.

15303 Storm Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Austin, TX 78734

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	4	–	2	9	0	4	6	7	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 8/15/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Client#: 935931 TECHLSPO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2023

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

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

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 855 874-1450	CONTACT NAME: Beth Richardson PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: Beth.Richardson@usi.com
INSURED Techline Sports Lighting, LLC BDRR Properties, LLC 9609 Beck Circle Austin, TX 78758	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Accident and Indemnity Co — 22357 INSURER B : Hartford Casualty Insurance Company — 29424 INSURER C : Hartford - WC Multiple Issuing Cos — 00914 INSURER D : Hartford Fire Insurance Company — 19682 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			65UENAX6ZSW	11/03/2023	11/03/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			65UENEH5189	11/03/2023	11/03/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			65RHUAY9MNP	11/03/2023	11/03/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			65WELO8092	11/03/2023	11/03/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Blanket Additional Insured in regards to the General Liability, Automobile Liability; Blanket Waiver of Subrogation applies to the General Liability, Automobile Liability and the Workers' Compensation. Primary & Non-Contributory Endorsement Applies where applicable.

CERTIFICATE HOLDER

INFORMATION ONLY
INFORMATION ONLY
Austin, TX 78752

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BZLHA

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LICENSEE DETAILS

2:58:47 PM 11/21/2024

Licensee Information

Name:	**LEYDIG, DANIEL LESTER (Primary Name)** **OCULED, LLC (DBA Name)**
Main Address:	**3101 SW 34TH AVE. #905-154** **OCALA Florida 34474**
County:	**MARION**
License Location:	**64 CHUKAR ROAD** **CAMDEN SC 29020**

License Information

License Type:	**Certified Electrical Contractor**
Rank:	**Cert Electrical**
License Number:	**EC13011617**
Status:	**Current,Active**
Licensure Date:	**05/27/2022**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective

Alternate Names

TECHLINE 10 YEAR WARRANTY

10 Year Warranty

Techline Sports Lighting, LLC ("TSL") will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years. TSL products and services are guaranteed to perform on your project as detailed in this document.

TSL warrants your lighting system to be free from defects in materials and workmanship for a period of 10 years starting from date of product shipment. TSL agrees to provide labor and materials to replace defective parts or repair defects in workmanship to maintain original design performance criteria. This includes all TSL manufactured product (such as wire harnesses, drivers, luminaires, poles).

Terms & Conditions

Service under this Contract is provided by Techline Sports Lighting, LLC ("TSL") or an authorized servicer approved by TSL. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage.

"We", "us" and "our" mean TSL. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of TSL. TSL shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** TSL Warranty support team members can receive messages 24/7 via web site, phone, fax, or email. Support team members shall be available to respond to requests from 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice. TSL will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
2. **Determination of Repairs:** TSL will utilize any field monitoring system plus any information provided by the customer to determine when the usage of the field is materially impacted. From this information, TSL will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with product(s) of like kind and quality. Warranty claims will be processed if fixture outages cause more than 10% of the guaranteed light levels to be affected and the field of play is materially impacted.
3. **Your Requirements Under this Contract:** Must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with TSL, TSL's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service. You agree to check fuses and replace them as needed. Electrical system must provide quality power within + / - 3% of nominal voltage. You agree to keep your Techline Sports Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with TSL's Warranty Department.
4. **Service Limitations - This Contract does not cover:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical systems or any non-TSL equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning). Warranty assumes poles are accessible with a standard lift not more than 10 feet taller than the mounting height of the pole being serviced. If larger lifts are required to service poles that are inaccessible due to infrastructure or other site conditions, additional charges may apply. If other obstructions exist that impede access to the pole being serviced, such as attached cellular antenna structures, additional charges may apply.

TECHLINE 10 YEAR WARRANTY

5. **Contract Limitations:**
   i. Exclusions from Coverage: IN NO EVENT WILL TSL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
   ii. Limitation of Liability: To the extent permitted by applicable law, the liability of TSL, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at TSL's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
   iii. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12-month period does not fall within the scope of the Bond and shall be the sole responsibility of TSL.
   iv. TSL requires reasonable access for a crane or man lift equipment to service the lighting system. TSL will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
   v. TSL will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period. Advances in technology and obsolescence of some components, including but not limited to; regulatory changes, cellular upgrades, and other items beyond our control, could possibly render this impossible for some components in the future. TSL will always make every effort to support our system as long as manufactured components are available.
6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of TSL; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Texas.
8. **Subrogation:** In the event TSL repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to TSL. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before TSL retains any amounts it may recover.

Techline Sports Lighting, LLC has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.

Effective Date:

Techline Sports Lighting, LLC.
Rodney M. Hawthorne
President

TECHLINE SPORTS LIGHTING

21 May 2024

To Whom It May Concern

Techline Sports Lighting is pleased to submit this proposal to the City of Destin for the retrofit installation of LED lighting at Morgan Sports Complex.

By partnering with Techline Sports Lighting (TSL) on this project, the city will benefit from TSL's 25 years of experience in the sports lighting industry. TSL is a Texas owned and operated company with extensive expertise and the ability to make your lighting goals a reality. As the 2nd largest sports lighting provider nationwide, we are 100% focused on sports lighting and your satisfaction.

In our 25 years of business, we have installed over 175,000 fixtures at more than 3,000 venues nationwide, making us an industry leader in LED upgrades and new construction sports lighting solutions. Our resume includes two Super Bowls, the only LED NASCAR track in the country, as well as thousands of high school and city athletic fields across the United States.

Our experienced in-house engineers, designer, electricians, installers, sales and support teams will partner with you to provide a turnkey, state-of-the-art, maintenance free LED lighting system at an incredible value. Techline Sports Lighting is committed to providing Morgan Sports Complex with an exceptional product and sports lighting experience, from design to installation.

We appreciate the opportunity to work with the City of Destin and look forward to further presenting the benefits of a Techline system and partnership in the packet that follows. We are confident that the value of our product and the knowledge of our qualified staff will provide the best solution for the city.

Sincerely,

Rodney Hawthorne
Founder & President
Mobile: 512-917-3829

COMPANY INFORMATION

Techline Sports Lighting, LLC, established in 1999 and headquartered in Austin, Texas, is a trusted leader in the sports lighting industry. With an experienced in-house team of 35 professionals, Techline combines over 200 years of collective expertise across engineering, lighting design, production, electrical services, installation, sales, and support. Our team is dedicated to delivering the highest-quality lighting solutions at exceptional value.

Over the past two decades, Techline has successfully installed more than 150,000 fixtures and completed over 3,000 projects nationwide. We specialize in providing cutting-edge LED fixtures with advanced glare and spill control, pre-engineered concrete encased poles, wireless and mobile controls, and industry-leading warranties. Our solutions also include dynamic action lighting and RGB capabilities to enhance any environment.

Techline ensures efficient installation with pre-wired fixtures and factory aiming, backed by a comprehensive inventory of poles and fixtures for fast, risk-free delivery. Our commitment to excellence is reflected in our goal of achieving 100% customer satisfaction, making us a trusted partner for sports lighting projects of all sizes.

FIRM AND STAFF BACKGROUND

Your project will be supported by a dedicated team of professionals, including a Regional Vice President, Inside Sales Manager, Lighting Designer, and Project Manager/Commissioner. Additionally, our Vice President of Operations and Vice President of Construction will provide oversight throughout the entire process, from production to installation. Each team member brings valuable expertise to ensure a seamless and timely installation, with your assigned Project Manager available 24/7 after installation for ongoing customer support and peace of mind.

A detailed overview of the experienced staff members involved in the successful completion of the Morgan Sports Complex is provided on the following page.

PERFORMANCE GUARNATEE:

TSL will undertake all corrections required to meet the performance requirements in the specifications at no expense to the owner.

KEY PERSONNEL

Chase Hawthorne - Regional Vice President (7 years sports lighting experience)
Chase has worked in the sports lighting industry for 7 years as a lighting designer, project manager, inside sales manager, and, currently, as a Regional VP for Central Texas and the Southeast. Chase has experience working on hundreds of sports lighting projects from conception to installation and serves as the primary contact for customers and works to provide the best lighting solution for every project.

Avery Hawthorne - Inside Sales Manager (4 years sports lighting experience)
Avery has worked as an inside sales manager for 4 years. She serves as the secondary contact for customers and works primarily on customer requests including insurance, bonding, lighting design changes, quote revisions, customer set-up, and more. She has served as the sales manager on over 200 sports lighting projects

Wes Wiese - VP of Operations (16 years sports lighting experience)
Wes has served as the VP of Operations at Techline for 16 years. He coordinates internally between all departments to ensure organization, timeliness, inventory, and delivery of every project. He reviews requirements for all projects before production to ensure that our solution satisfies all customer needs.

Steve Jones - VP of Construction (7 years sports lighting experience)
Steve has worked at Techline for 7 years and oversees a team of project managers. Him and his team work to ensure everything runs smoothly post-installation and that the customer is educated on the sports lighting system. Upon installation, Steve or his team members visit each site to complete a light test and commission the control system, providing the customer with a customized O&M manual and answering any questions the customer might have,

Alicia Paintner - Lighting Designer (15 year experience)
Alicia has over 20 years of sports lighting designer experience and has designed thousands of fields installed nationwide. She completed all lighting designs for this project and will complete all aiming diagrams for approval prior to installation.

Why Techline

25 Years of Successful Projects: Techline Sports Lighting (TSL) has completed every project in its 25-year history, with no exceptions, demonstrating our reliability and expertise.

Partnership with Certified Installers: TSL works exclusively with certified Techline installers who have extensive experience with our sports lighting systems. This ensures high-quality installations, transparent communication, and no unexpected surprises.

Experience & Volume Procurement:

- TSL's extensive experience with thousands of field lighting installations allows us to anticipate and address potential challenges before they result in delays or cost overruns.
- Our ability to procure materials in volume helps keep projects on budget and on schedule.

In-House Operations:

- All processes, from production to installation, are managed in-house, eliminating mistakes and streamlining project delivery.
- We maintain a robust $5M inventory, including LED fixtures, poles, wiring, electrical enclosures, fuse blocks, and other components, ensuring timely and complete deliveries.

Lead Times:

- Techline has the shortest lead times in the industry. Due to our volume procurement & in-house operations, we are able to meet

Supply Chain Reliability: Throughout the pandemic, TSL has maintained consistent delivery schedules, with no delays due to supply chain disruptions.

Why Techline Cont'd

Efficient and Safe Delivery:

- TSL owns an 18-wheeler truck outfitted with a truck-mounted forklift, ensuring all materials are delivered in a single shipment with no partial deliveries or delays.
- Our driver can off-load materials directly, minimizing the risk of third-party damage and ensuring a smooth installation process.

Post-Installation Support:

- A TSL Project Manager will conduct final light tests, program controls, and provide staff training upon project completion.
- Warranty items will be addressed promptly as per our warranty agreement, ensuring continued satisfaction after installation.

Commitment to Excellence: TSL's expertise, resources, and dedicated team ensure that every project is completed on time, on budget, and to the highest standards of quality.

10 Year Maintenance Free Warranty: Techline stands 100% behind our product and team. For that reason, we include a 10 year warranty with every project sold. Techline has the ability to monitor your lighting system remotely 24/7 through the Synapse control portal. If on-site consultation is required, the Techline project manager assigned to the Morgan Sports Complex or the install team responsible for your installation will visit promptly to ensure customer satisfaction. Details of our warranty/maintenance service is outlined in our 10 Year Maintenance FREE warranty document.

STRATEGIC ADVANTAGES:

- **Lead Times:** Techline has the shortest lead times in the industry
- **Factory Pre-Wired and Pre-Aimed:** Techline fixtures are wired and aimed prior to shipping, making for quick and easy installation
- **Inventory:** Techline keeps hundreds of poles and thousands of fixtures in stock so the customer does not have to worry about delays due to third party involvement or shipping delays
- **Experienced Install Team:** Our install team has been installing Techline systems exclusively for 5 years, allowing for efficient project completion from experts you can trust
- **Customer Service:** Techline prides itself on superior customer service. You will have the direct lines to the Regional Vice President, Sales Manager, and PM assigned to your project to ensure that any questions or concerns that arise are addressed as quickly as possible

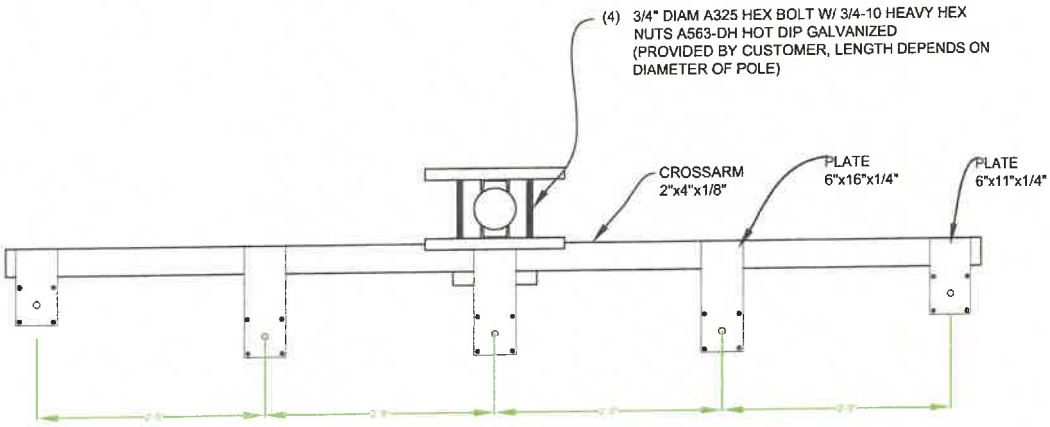
TECHLINE SPORTS LIGHTING

CHECK OUT OUR YOUTUBE CHANNEL:

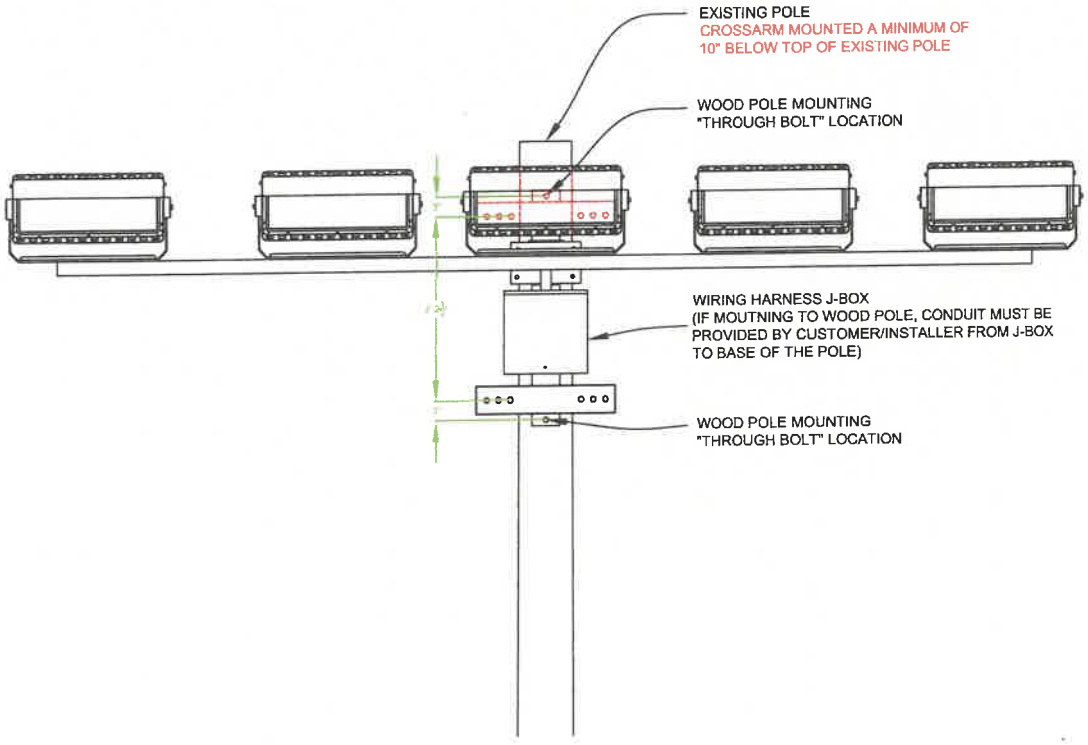
WHY TECHLINE:

THE UNIVERSITY OF OKLAHOMA (2022 LED RETROFIT WITH RGB LIGHTING):

TOP VIEW



FRONT VIEW



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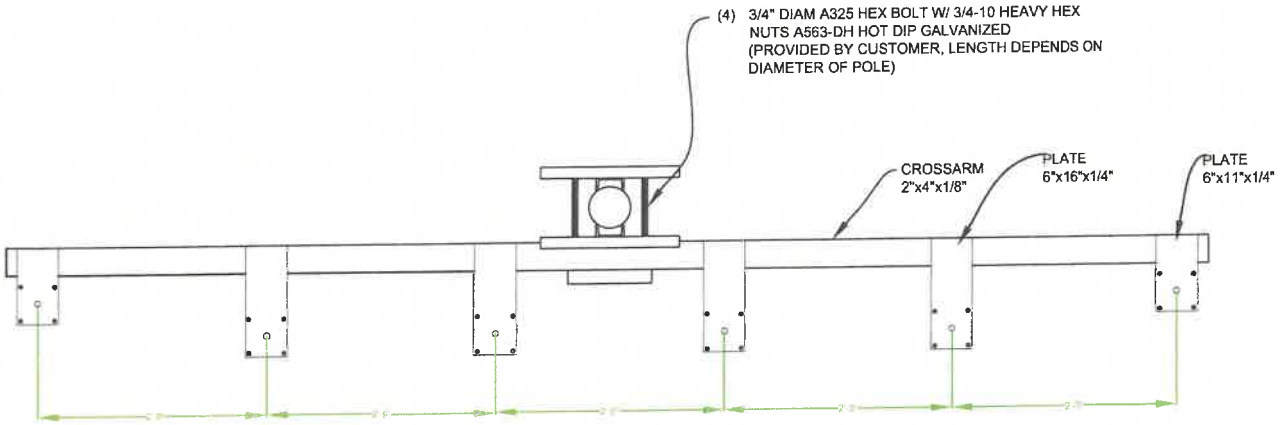
** NOT TO SCALE

** Hot-Dip galvanized after fabrication to ASTM A123 specifications

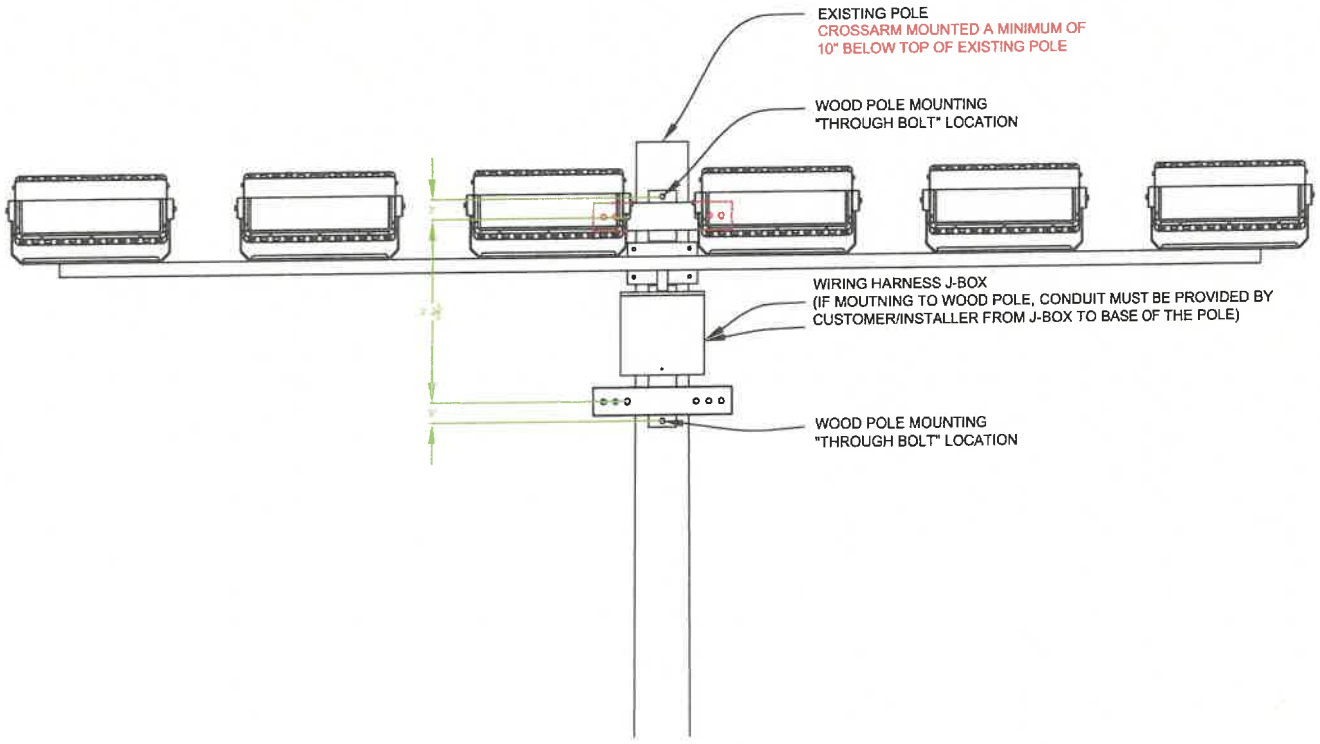
** Assembly Weight: 361 lbs
Assembly EPA: 13.88 sq. ft.
(Including Fixtures)

DATE:	REV.:	CHECKED BY:	5 FIXTURE CROSSARM ASSEMBLY
1/1/23			
DRAWING NUMBER:		DRAWN BY:	

TOP VIEW



FRONT VIEW



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** NOT TO SCALE

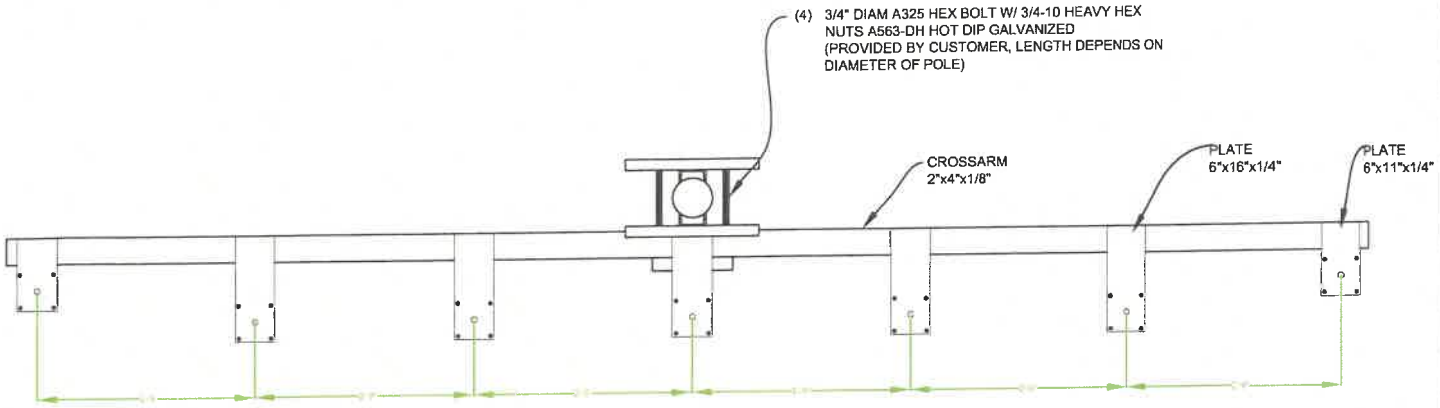
** Hot-Dip galvanized after fabrication to ASTM A123 specifications

** Assembly Weight: 418 lbs
Assembly EPA: 16.46 sq. ft.
(Including Fixtures)

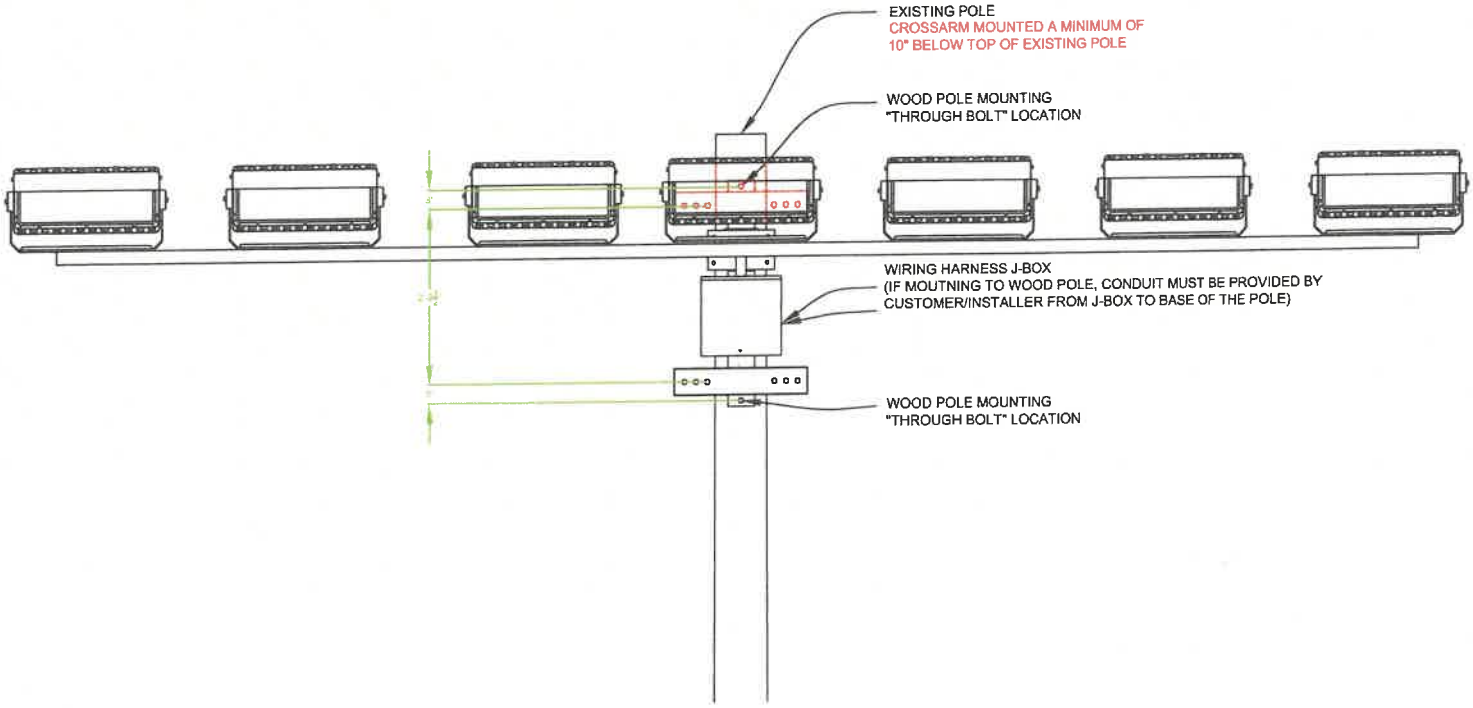
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DRAWING NUMBER:		DRAWN BY:

6 FIXTURE CROSSARM ASSEMBLY

TOP VIEW



FRONT VIEW



** Hot-Dip galvanized after fabrication to ASTM A123 specifications

** NOT TO SCALE

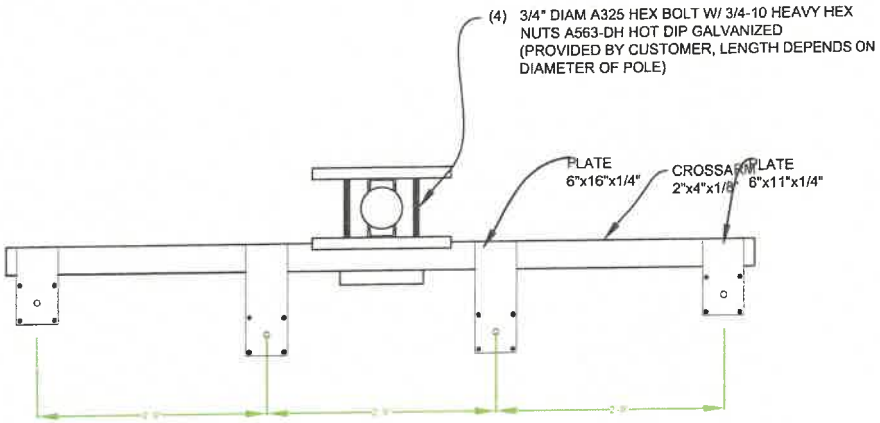
** Assembly Weight: 475 lbs
Assembly EPA: 18.34 sq. ft.
(Including Fixtures)

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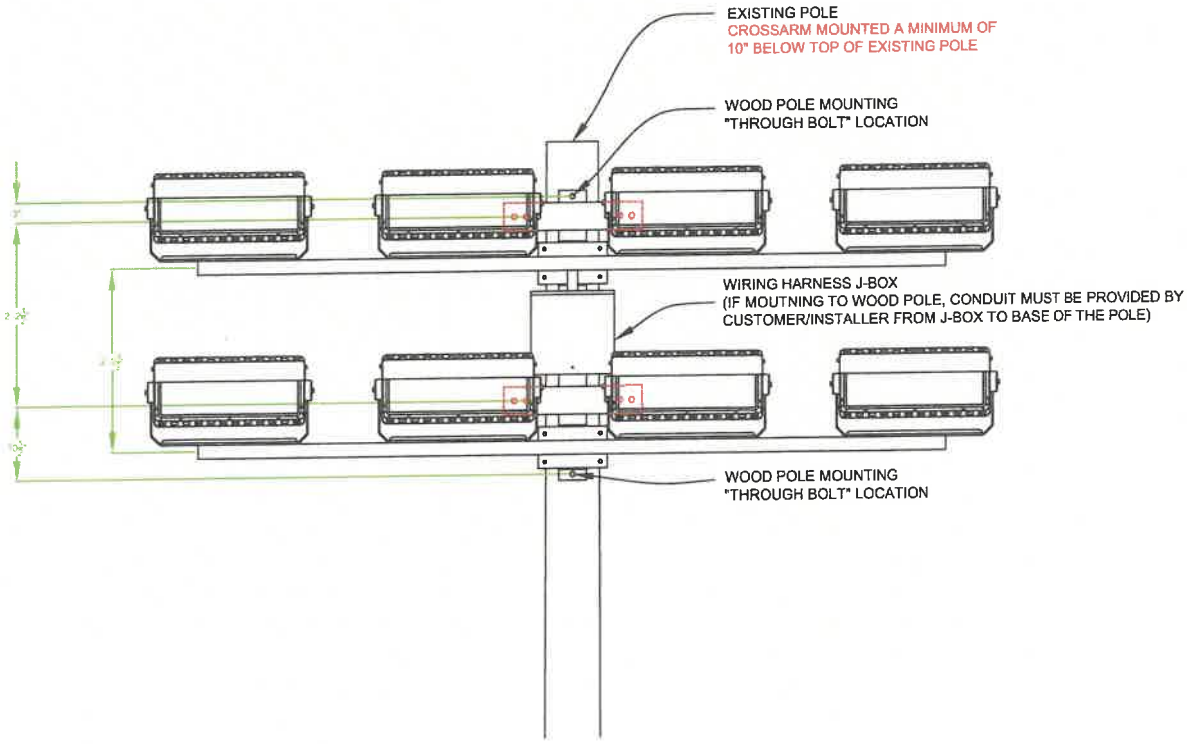
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DATE:	REV.:	CHECKED BY:	7 FIXTURE CROSSARM ASSEMBLY
1/1/23			
DRAWING NUMBER:		DRAWN BY:	

TOP VIEW



FRONT VIEW



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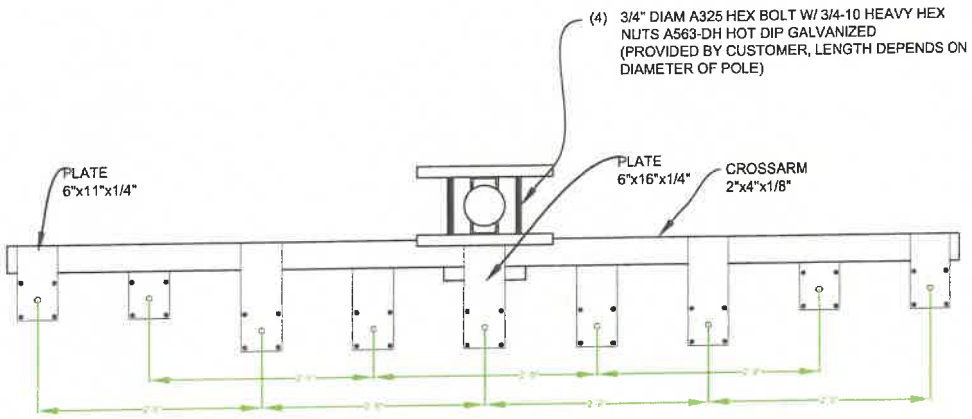
** NOT TO SCALE

** Hot-Dip galvanized after fabrication to ASTM A123 specifications

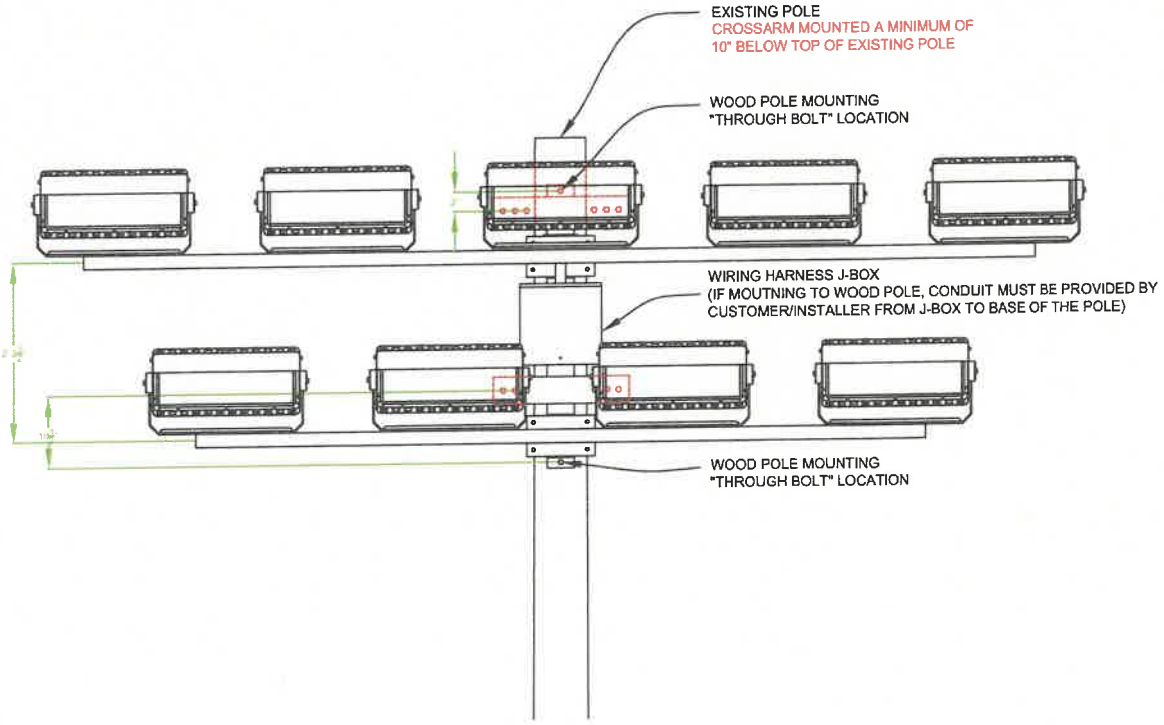
** Assembly Weight: 562 lbs
Assembly EPA: 20.81 sq. ft.
(Including Fixtures)

DATE: 1/1/23	REV.:	CHECKED BY:	8 FIXTURE CROSSARM ASSEMBLY
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TOP VIEW



FRONT VIEW



** Hot-Dip galvanized after fabrication to ASTM A123 specifications

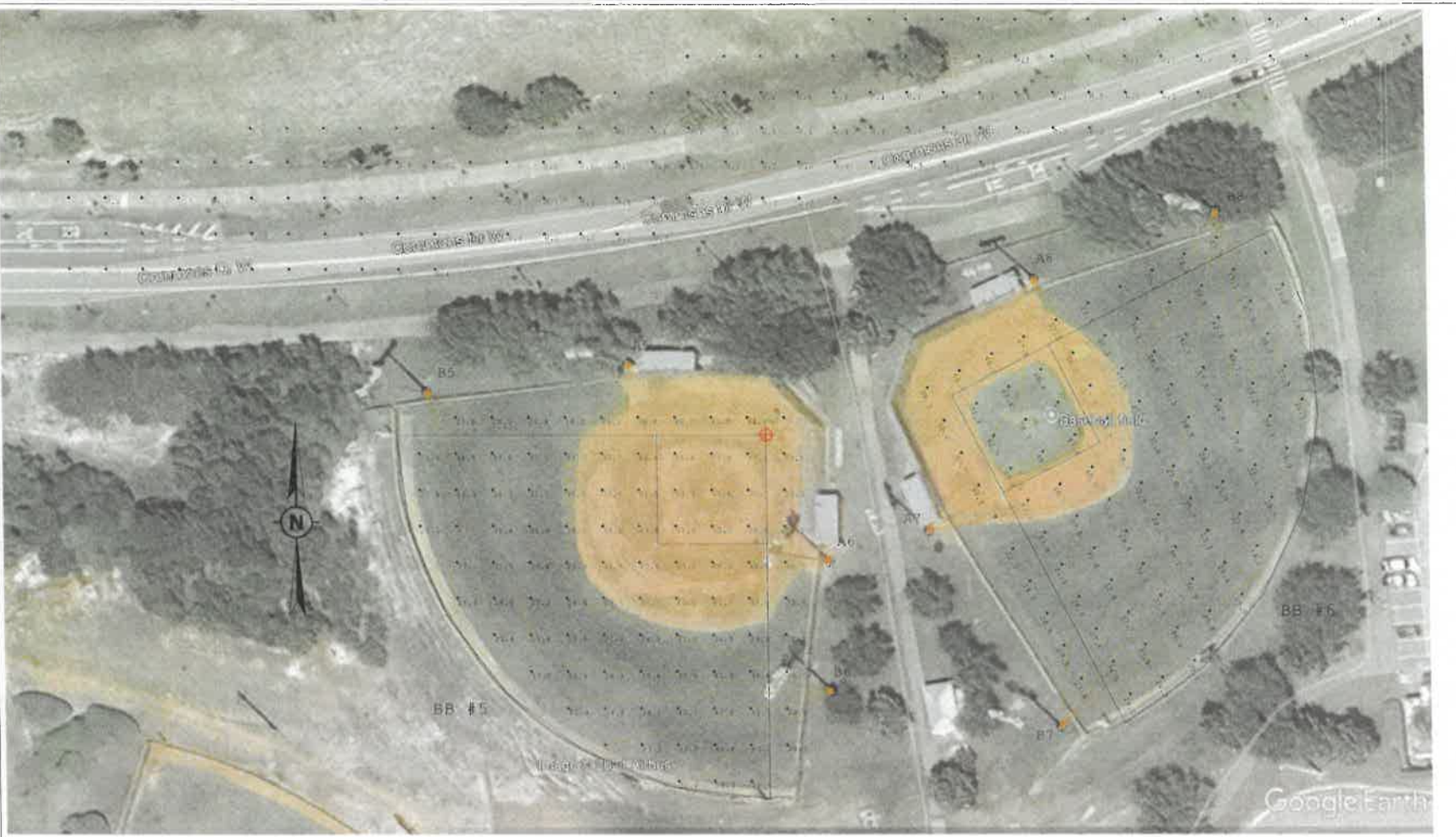
** NOT TO SCALE

** Assembly Weight: 619 lbs
Assembly EPA: 24.19 sq. ft.
(Including Fixtures)

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FAX: (512)977-8882

DATE:	REV.:	CHECKED BY:	9 FIXTURE CROSSARM ASSEMBLY
1/1/23			
DRAWING NUMBER:		DRAWN BY:	
CDA 9 (800W)		WW	



Pole Summary		
Scene: DEFAULT		
Poles	# Lums	MH
A5	4	60'
A6	4	60'
A7	4	60'
A8	4	60'
B5	5	60'
B6	5	60'
B7	5	60'
B8	5	60'

Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
	36	TSLM-EV-NLV	0.95	800	Single

Calculation Summary											
Scene: DEFAULT											
Label	Area Size	Units	Avg	Max	Min	Max/Min	# Pts	PtSpcLr	PtSpcTb	CV	UG
BB #5 INFIELD	60' x 60'	Fc	50.15	66.7	35.7	1.87	25	20	20	0.15	1.50
BB #5 OUTFIELD	200' RADIUS	Fc	30.52	42.9	17.2	2.49	71	20	20	0.24	1.96
BB #6 INFIELD	60' x 60'	Fc	50.34	67.9	35.2	1.93	25	20	20	0.17	1.56
BB #6 OUTFIELD	200' RADIUS	Fc	30.01	44.2	18.0	2.46	71	20	20	0.24	2.03
SPILL EXTENDED		Fc	0.06	0.4	0.0	N.A.	175	20	20	1.38	3.00

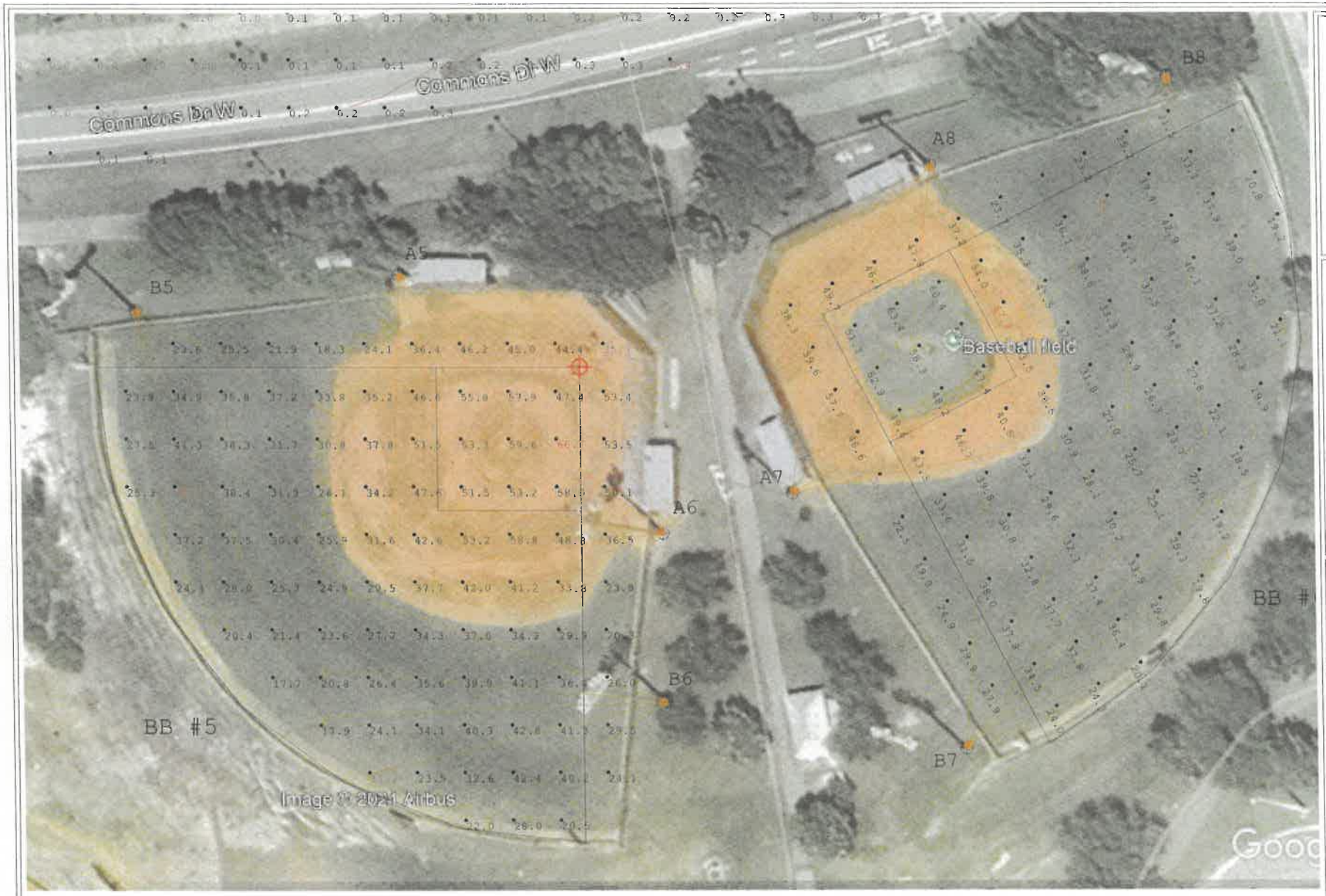
Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
A5	3200
A6	3200
A7	3200
A8	3200
B5	4000
B6	4000
B7	4000
B8	4000
TOTAL	28800

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Morgan Sports Complex
City of Destin, FL
SOFTBALL RETROFIT - 50/30 FC
24-1822-SB.AGI

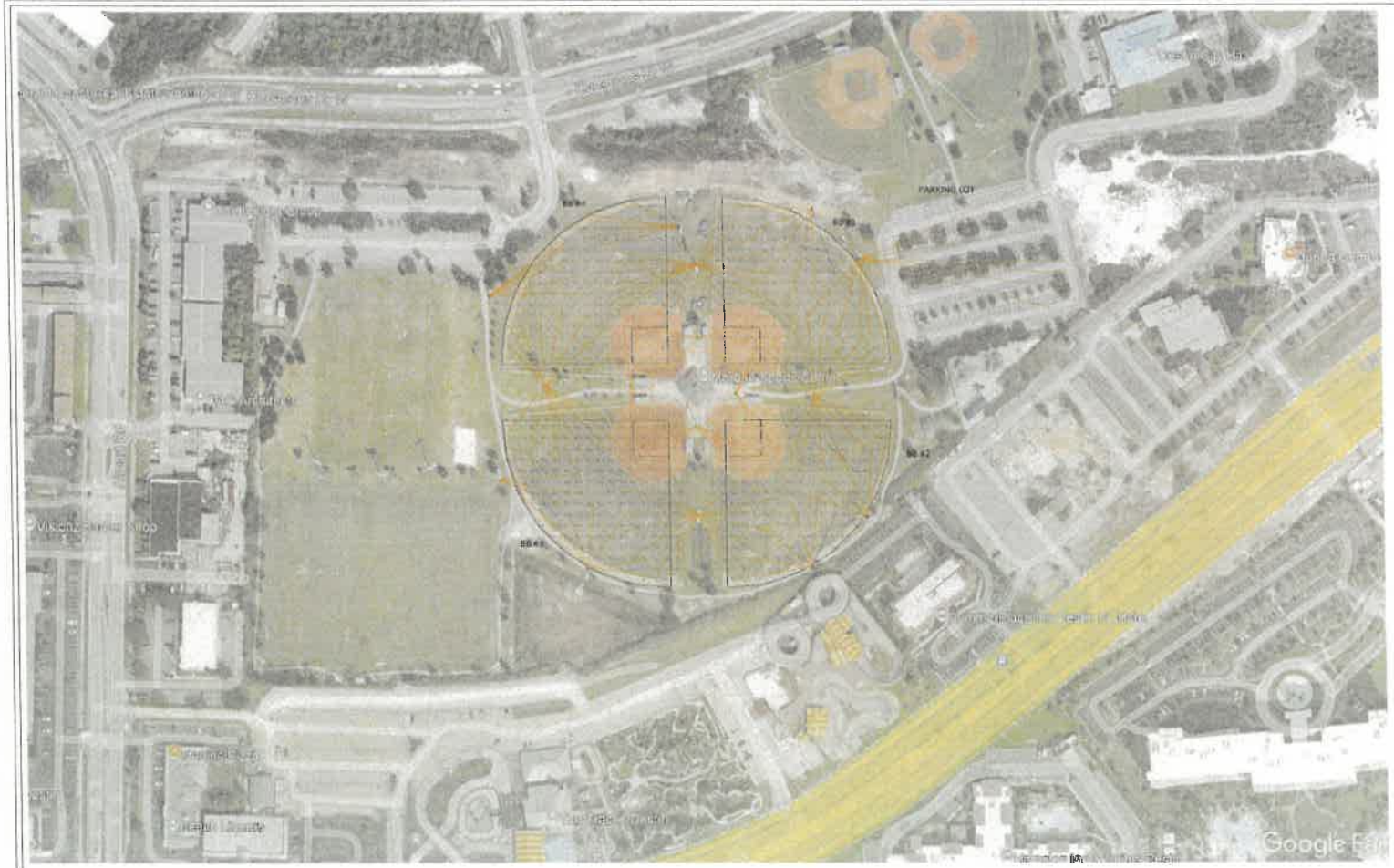
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SCALE: NTS
Page 1 of 2
24-1822-SB.AGI



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Morgan Sports Complex
City of Destin, FL
SOFTBALL RETROFIT - 50/30 FC
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DRAWN BY: AMP
Date:11/13/2024
SCALE: NTS
Page 2 of 2
24-1822-SB.AGI



Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
A1	6400
A2	6400
A3	7200
A4	6400
B1	12800
B2	12000
B3	12000
B4	12800
C1	4800
C2	10400
C3	4800
C4	4800
C5	4800
C6	4800
C7	4800
C8	4800
TOTAL	120000

Pole Summary		
Scene: DEFAULT		
Poles	# Lums	MH
A1-BB#1	4	60'
A1-BB#4	4	60'
A2-BB#1	4	60'
A2-BB#2	4	60'
A3-BB#2	5	60'
A3-BB#3	4	60'
A4-BB#3	4	60'
A4-BB#4	4	60'
B1-BB#1	8	70'
B1-BB#4	8	70'
B2-BB#1	8	70'
B2-BB#2	7	70'
B3-BB#2	7	70'
B3-BB#3	8	70'
B4-BB#3	8	70'
B4-BB#4	8	70'
C1	6	60'
C2	6	60'
C2-PK	7	60'
C3	6	60'
C4	6	60'
C5	6	60'
C6	6	60'
C7	6	60'
C8	6	60'

Calculation Summary											
Scene: DEFAULT											
Label	Area Size	Units	Avg	Max	Min	Max/Min	# Pts	PtSpcLr	PtSpcTb	CV	UG
BB #1 INFIELD	60' x 60'	Fc	50.54	61.3	32.6	1.88	25	20	20	0.16	1.43
BB #1 OUTFIELD	300' RADIUS	Fc	30.39	40.5	17.1	2.37	183	20	20	0.17	1.53
BB #2 INFIELD	60' x 60'	Fc	50.32	64.4	34.6	1.86	25	20	20	0.16	1.50
BB #2 OUTFIELD	300' RADIUS	Fc	30.98	41.2	18.5	2.23	183	20	20	0.16	1.55
BB #3 INFIELD	60' x 60'	Fc	50.47	70.6	36.1	1.96	25	20	20	0.15	1.53
BB #3 OUTFIELD	300' RADIUS	Fc	30.42	44.0	19.0	2.32	183	20	20	0.18	1.60
BB #4 INFIELD	60' x 60'	Fc	50.53	59.6	33.7	1.77	25	20	20	0.13	1.42
BB #4 OUTFIELD	300' RADIUS	Fc	30.12	48.9	19.2	2.55	183	20	20	0.27	1.82
PARKING LOT		Fc	6.03	24.7	1.0	24.70	836	10	10	N.A.	N.A.
SPILL COMMONS DR W		Fc	0.08	0.2	0.0	N.A.	43	20	N.A.	0.76	N.A.
SPILL EMERALD COAST PKWY		Fc	0.00	0.0	0.0	N.A.	68	20	N.A.	0.00	N.A.

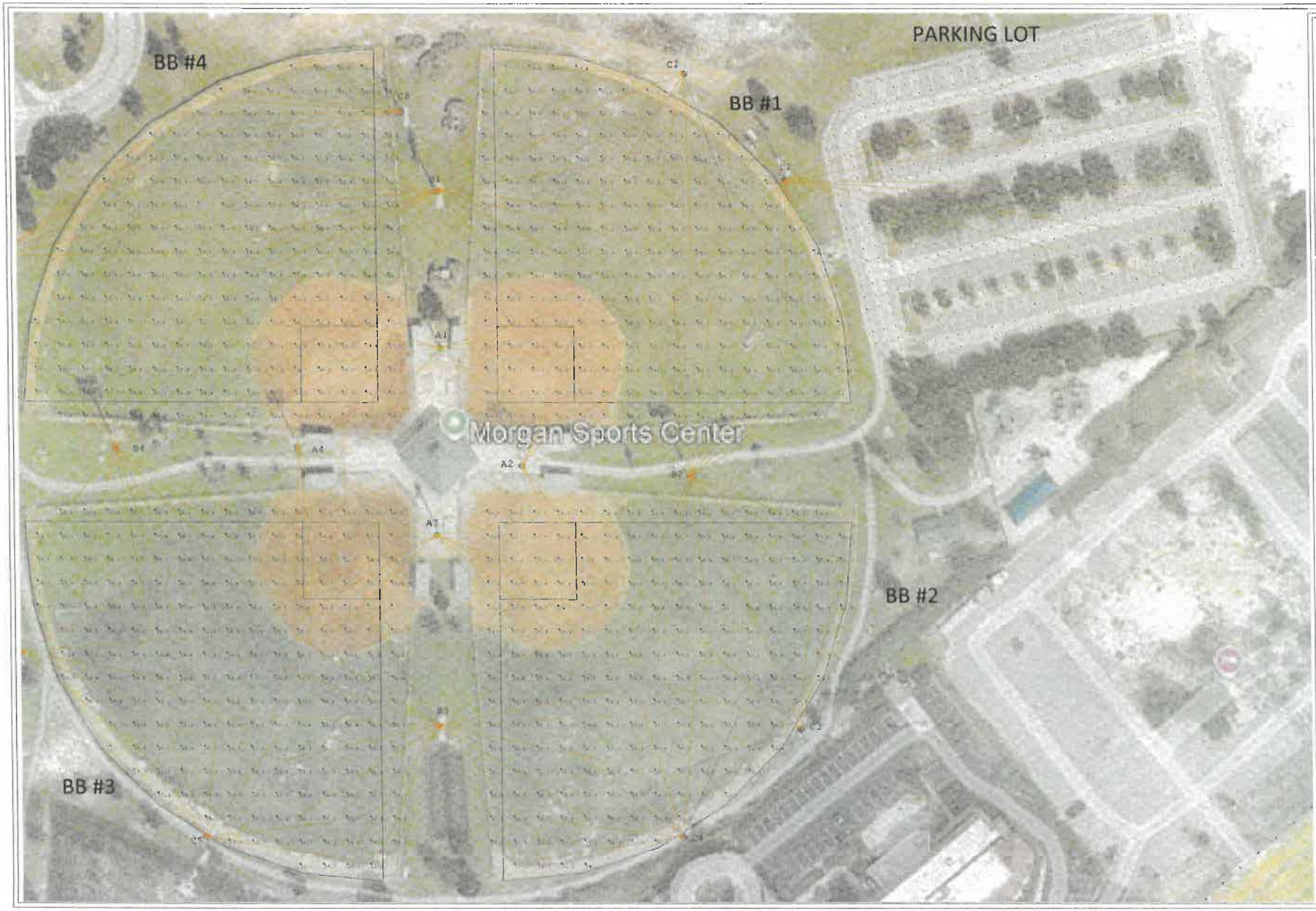
Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
	13	TSLW-EV-NLV	0.95	800	Single
	133	TSLM-EV-NLV	0.95	800	Single
	4	TSLEW-EV-NLV	0.95	800	Single

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DESIGN BASED OFF OF LATEST SATELLITE IMAGES AVAILABLE AT THE TIME OF DESIGN. ALL MESAUREMENTS/POLE LOCATIONS NEED TO BE FIELD VERIFIED FOR ACCURACY AND APPROVED BEFORE PRODUCTION CAN BEGIN."

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SOFTBALL RETROFIT - 50/30 FC
24-1824-BB.AGI

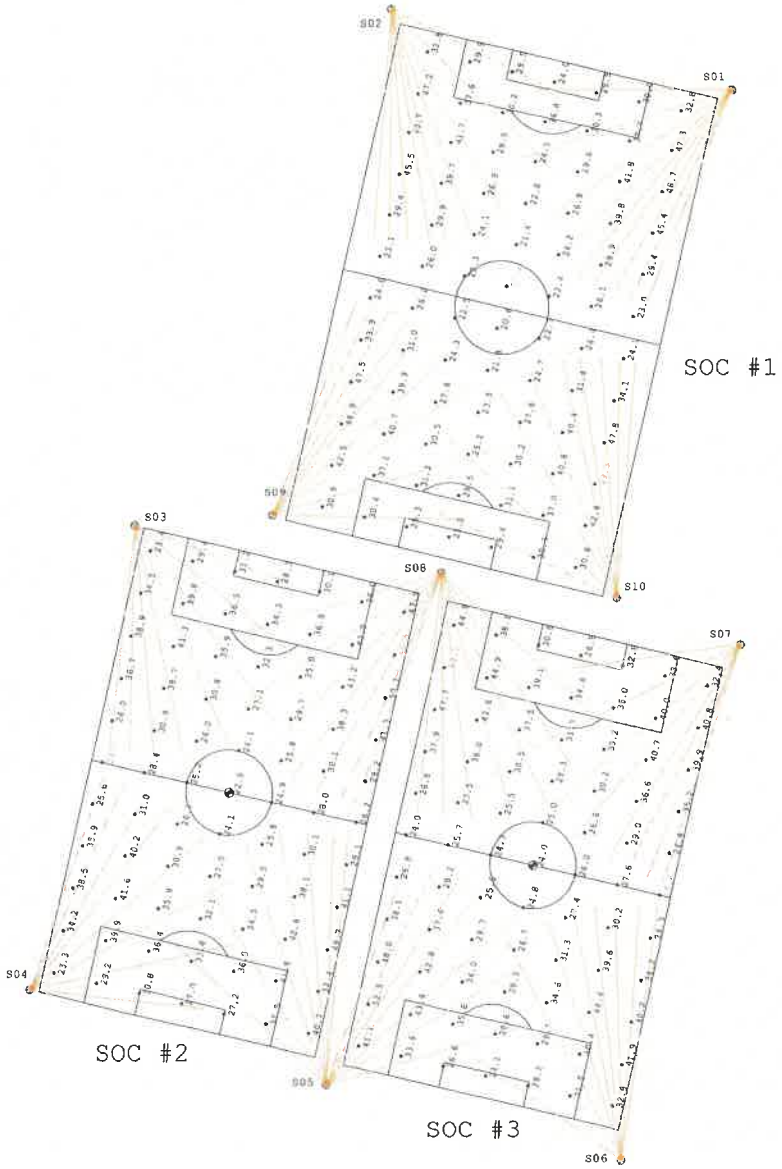
DRAWN BY: AMP
Date:11/13/2024
SCALE: NTS
Page 1 of 2
24-1824-BB.AGI



TECHLINE SPORTS LIGHTING
www.sportlighting.com

Morgan Sports Complex
City of Destin, FL
SOFTBALL RETROFIT - 50/30 FC
24-1824-BB.AGI

DRAWN BY: AMP
Date:11/13/2024
SCALE: NTS
Page 2 of 2
24-1824-BB.AGI



Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
S01	7200
S02	7200
S03	6400
S04	6400
S05	11200
S06	6400
S07	6400
S08	11200
S09	7200
S10	7200
TOTAL	76800

Pole Summary		
Scene: DEFAULT		
Poles	# Lums	MH
S01	9	70'
S02	9	70'
S03	8	70'
S04	8	70'
S05-SC#2	8	70'
S05-SC#3	6	70'
S06	8	70'
S07	7	70'
S08-SC#2	7	70'
S08-SC#3	8	70'
S09	9	70'
S10	9	70'

Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
	96	TSLM-EV-NLV	0.950	800	Single

Calculation Summary											
Scene: DEFAULT											
Label	Area Size	Units	Avg	Max	Min	Max/Min	# Pts	PtSpcLr	PtSpcTb	CV	UG
SOCCER #1	360' x 225'	Fc	31.79	49.3	20.3	2.43	84	30	30	0.25	1.55
SOCCER #2	330' x 195'	Fc	33.58	53.5	22.3	2.40	77	30	30	0.21	1.47
SOCCER #3	330' x 195'	Fc	33.54	53.1	21.8	2.44	77	30	30	0.22	1.42

TECHLINE SPORTS LIGHTING
www.sportlighting.com

Morgan Sports Complex
City of Destin, FL
SOCCER - 30 FC
24-1852-SC.AGI

DRAWN BY: AMP
Date:11/18/2024
SCALE: NTS
Page 1 of 1
24-1852-SC.AGI

TECHLINE SPORTS LIGHTING

Project Name:	Morgan Sports Complex
Project City-State:	Destin, FL
Quote Date:	11/25/2024
Type of Field(s):	Baseball, Softball & Soccer
Photometrics Per Design #:	24-1824-BB, 24-1822-SB & 24-1821-SC
Warranty:	10 Year Maintenance FREE

Quantity	Description
7	6 Fixture Crossarms (Retrofit)
1	7 Fixture Crossarms (Retrofit)
6	8 Fixture Crossarms (Retrofit)
3	9 Fixture Crossarms (Retrofit)
1	10 Fixture Crossarms (Retrofit)
1	11 Fixture Crossarms (Retrofit)
1	13 Fixture Crossarms (Retrofit)
1	14 Fixture Crossarms (Retrofit)
3	15 Fixture Crossarms (Retrofit)
2	16 Fixture Crossarms (Retrofit)
249	**TSL800W** LED w/ Standard Visor
249	**TSL800W** 20" Extended Visor
2	Additional Synapse Hub
1	Synapse Wireless Control Hub **w/ 10 Years FULL CLOUD Remote Access (Cellular included)** Dimming
249	Prewiring for Poles and Crossarms **(Dimming Controls - Synapse Controls)**
3	Eagle Nesting Platforms
1	Remote Drivers

Project Notes:

- Price includes all materials listed above (excluding adders & deducts).
- Price includes delivery to jobsite.
- Price firm for 45 days.
- Allow 3-4 weeks for delivery.
- Price does NOT include SALES or USE taxes
- All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

- Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of 10 years from date of shipment.
- Seller will replace any defective material for the entire 10 year period.
- Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

RETROFIT Installation Notes:

- Allow 2-3 weeks for Retrofit installation.
- Price quoted assumes the integrity of all existing structure (poles, crossarms, wiring) are of sound workmanship and quality.
- Pole locations must also be accessible and not obstructed by fencing, buildings, etc. *(special lift & matting charges not included)*
- If matting is required for access to pole locations due to wet or poor site conditions additional charges may apply.
- Minimum mounting heights of 60' or higher are recommended to minimize glare and optimize player safety according to the Illumination - Engineering Society of North America. (Basketball & Tennis courts are not applicable)
- Locating and marking of all PRIVATE utilities to include water, sewer, electrical, gas & irrigation is the sole responsibility of the owner/customer. Techline will not be responsible for locating these utilities. Repairing any unmarked utilities, landscaping or sod is the sole responsibility of the owner/customer.

☑ INCLUDES:

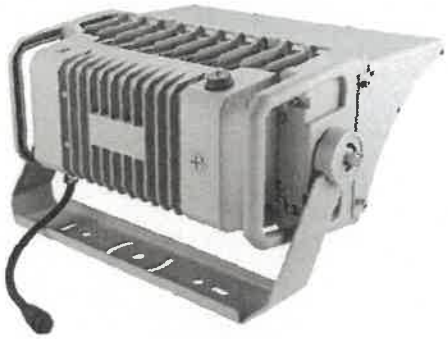
- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Reusing / Replace main distribution panel, breakers, contactors and switching.
- ✓ Reusing / Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Mounting all fixtures in place, fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ Includes all permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

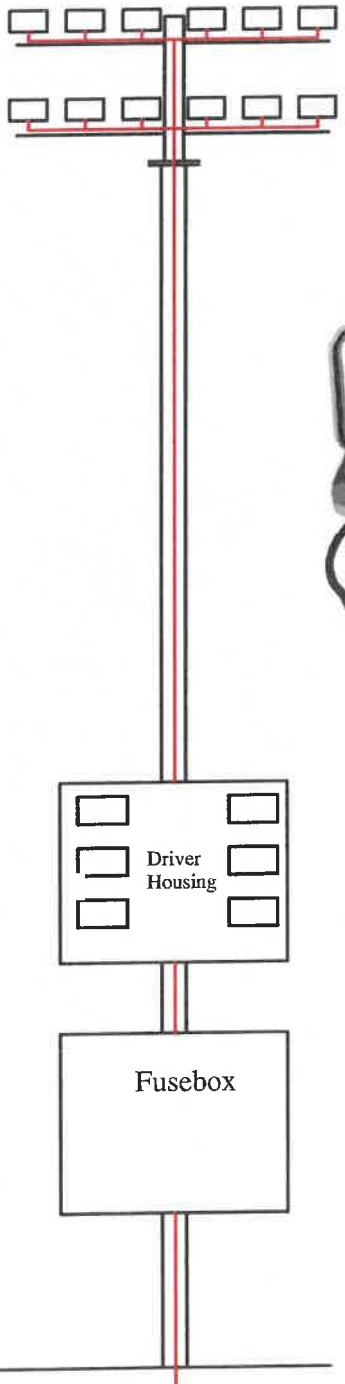
Total Including Retrofit Install = $678,000.00

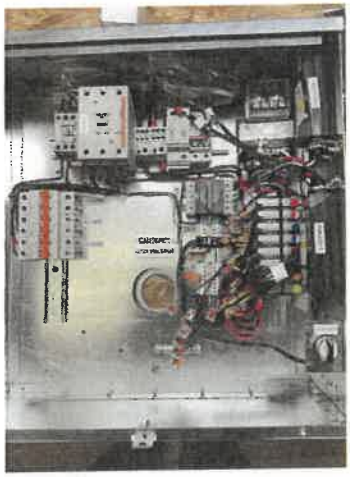
TSL-Remote Driver

Line Diagram





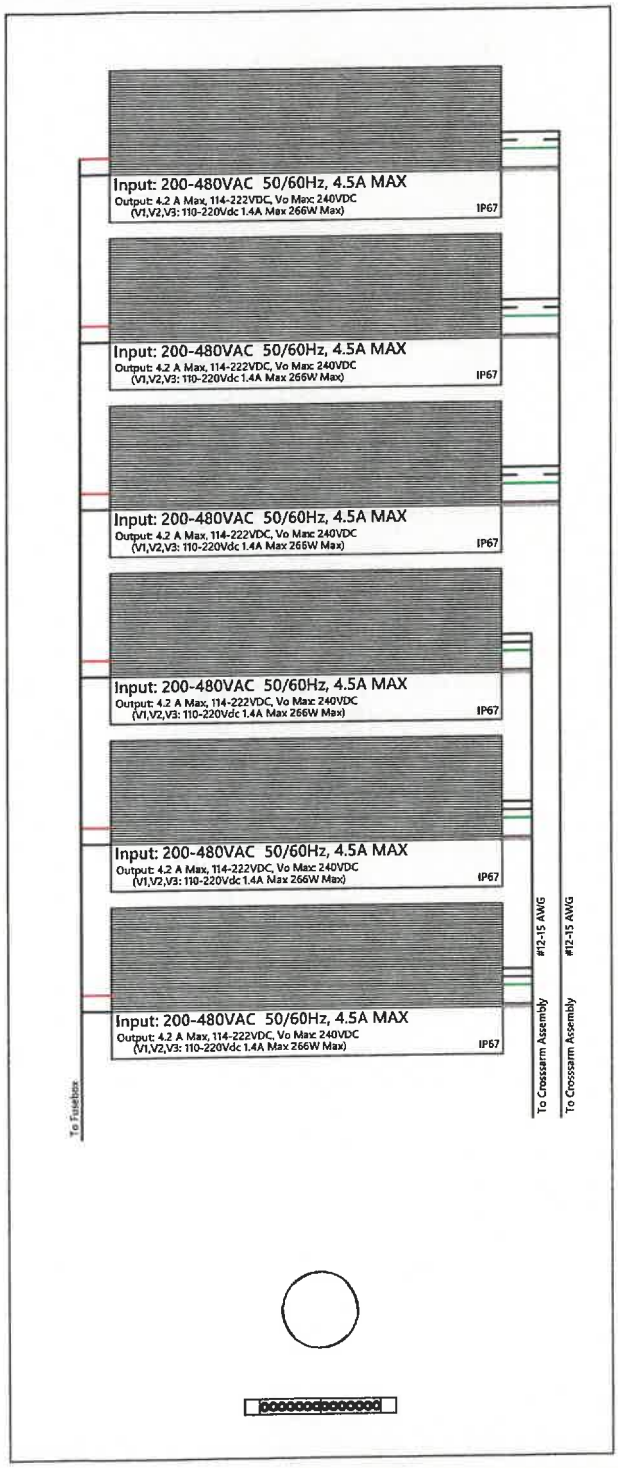




TECHLINE SPORTS LIGHTING

TSL-Remote Driver

Enclosure



TSL Remote Driver Option

- Field Type xx
- Cabinet Type: 20"x20"
- SFM: Medium
- 6 Fixture Cross Arm
- 2.5" Hole in BP
- 2" Hole in Box
- Dimming Control
- Action Lighting (if applicable)
- RGB (if applicable)
- 3 Fix surge Protection Included (in fusebox)
- Additional Individual Fix Surge Protection Available (in remote driver box, if applicable)

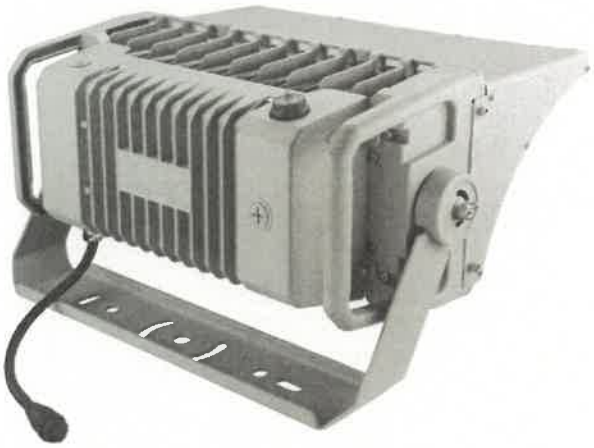
TECHLINE SPORTS LIGHTING

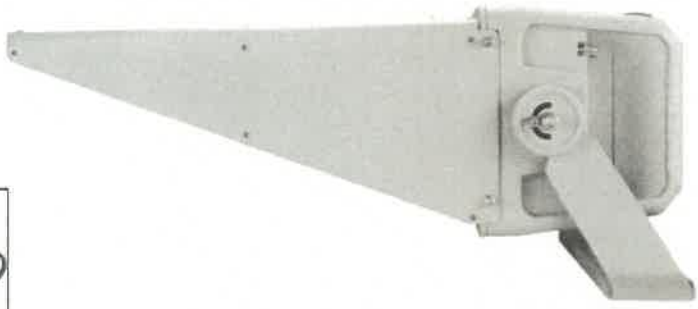
TSL800W

FIXTURE



Standard Visor





Extended Visor (optional)

UL CERTIFIED SAFETY US-CA E531867 LUMINAIRE

DLC LISTED PREMIUM

ASTM B117 Certified

TECHLINE SPORTS LIGHTING

TSL800W

TECHNICAL DATA

SYSTEM WATTS	800w
LUMEN OUTPUT	113,600
EFFICACY	142 LM/W
LIFE EXPECTANCY	L70 > 138,000h
EPA	1.8*
WEIGHT	45 lbs
BEAM ANGLE	N, M, W, EW
POWER FACTOR	@277v >.99 @480v >.96
CCT	5700K
CRI	>70Ra
INPUT VOLTAGE	200-480v
INPUT PROTECTION	10KV Current Surge
DRIVER	Integral
IP RATING	IP66
OPERATING TEMP RANGE	-40° C to +50°C
HOUSING MATERIAL	Aluminum, Powder Coated
CONTROLS	0-10v, DMX, DALI

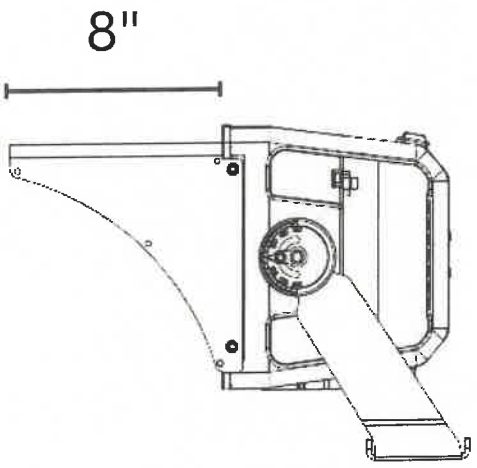
*EPA at 10° below horizontal

TECHLINE SPORTS LIGHTING

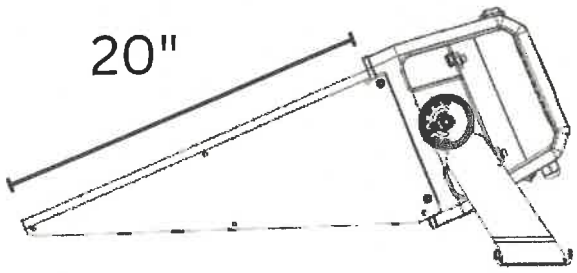
TSL800W

VISOR OPTIONS

Standard Visor



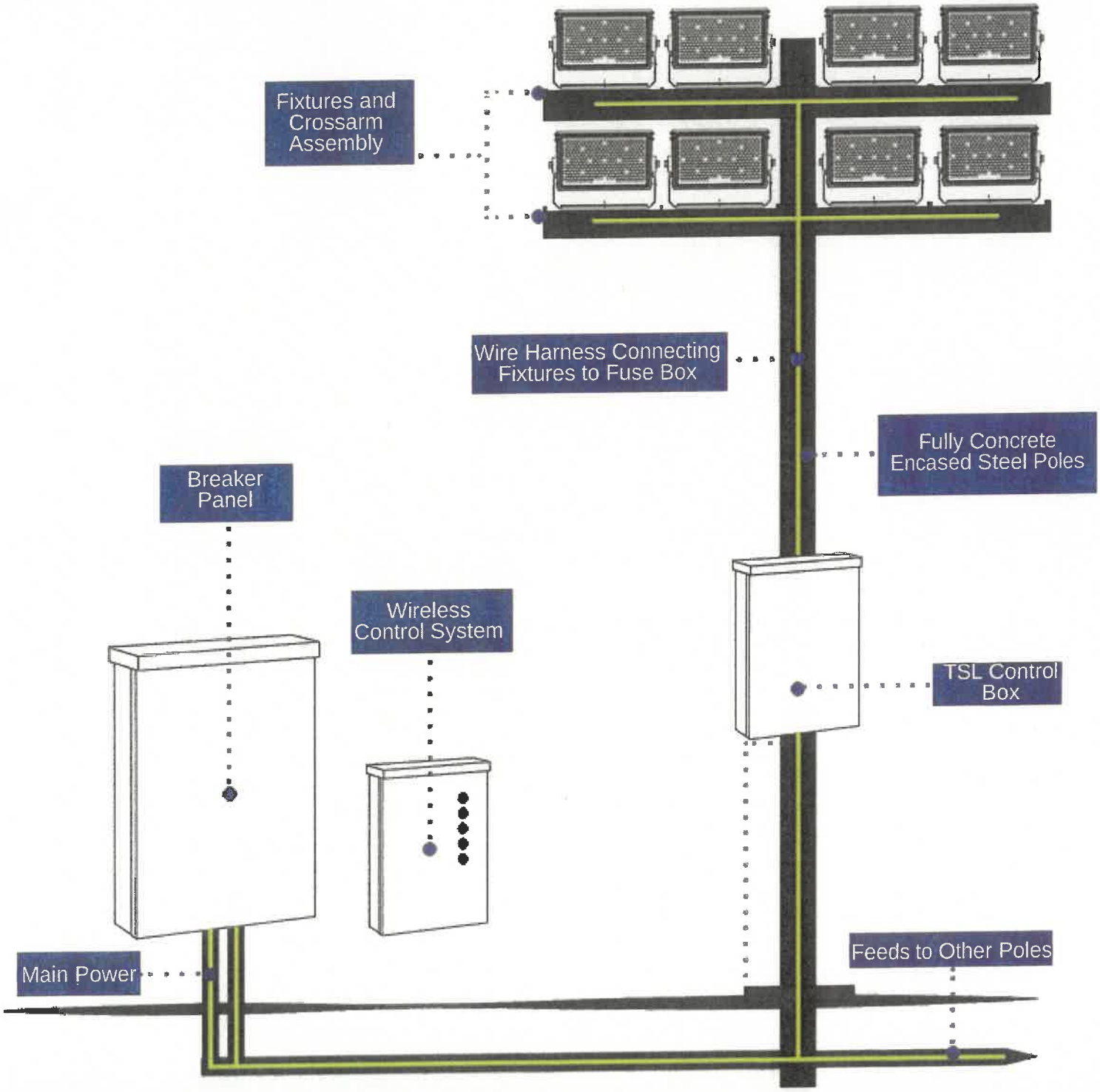
Extended Visor (optional)



Fixture Aimed at 23° Below Horizontal

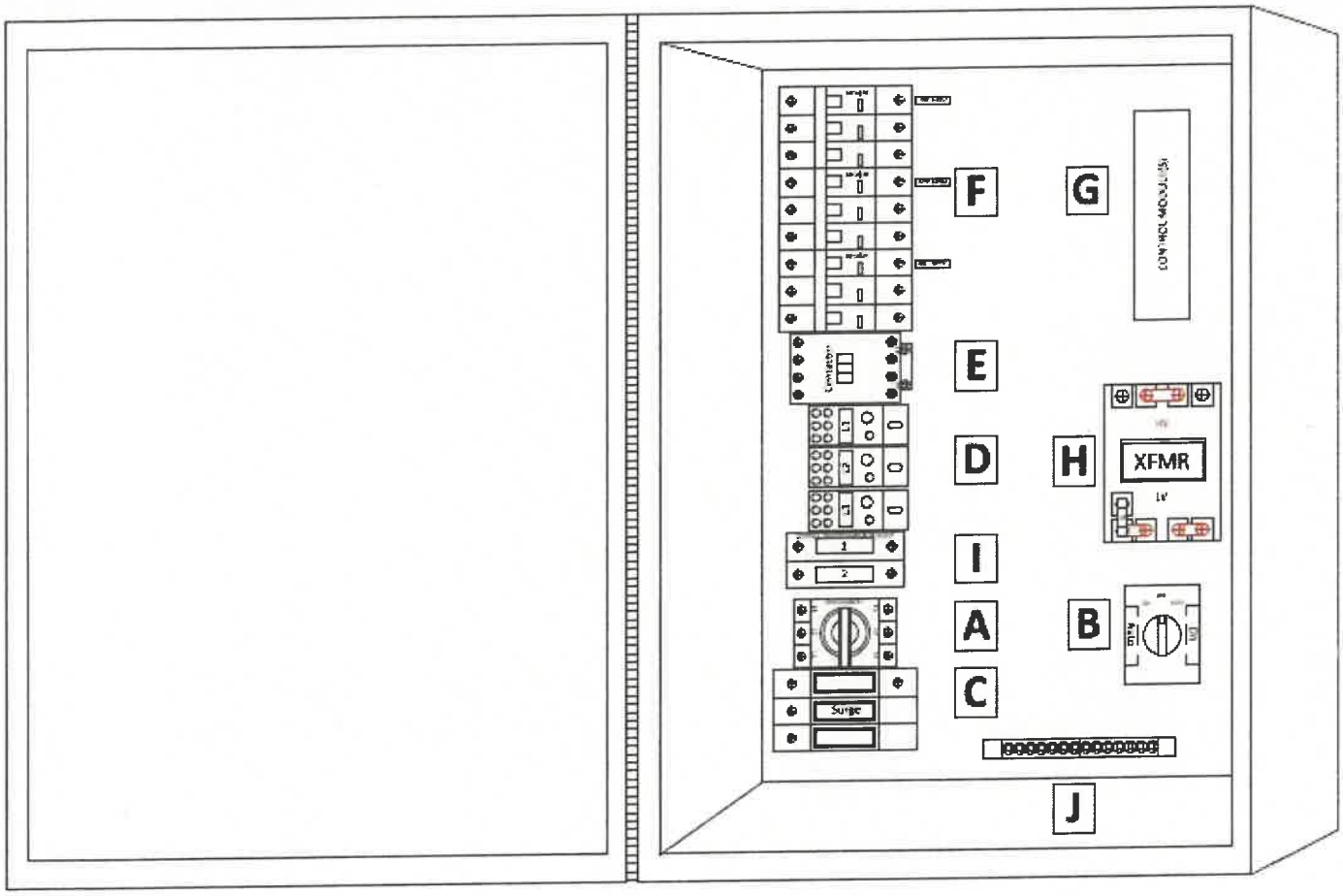
TECHLINE SPORTS LIGHTING

800 Watt System Drawing



TECHLINE SPORTS LIGHTING

TSL Control Box



Drawings do not designate Breaker/Fuse Sizes, NEMA Box Type, Distribution Block Info., Disconnect Switch Size, Ampacity or Surge Arrester specification.

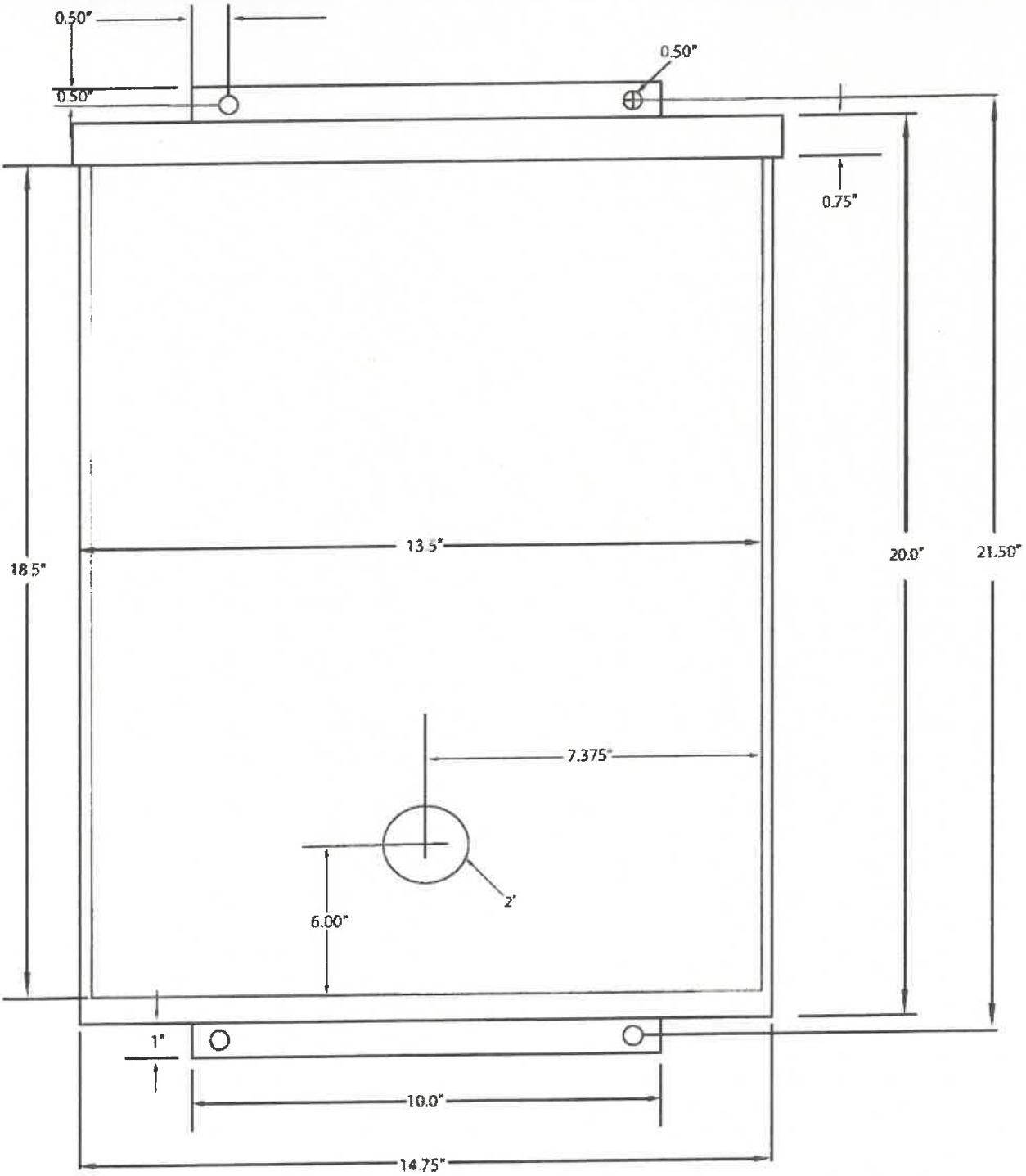
Drawing depicts a typical TSL Pole Mounted Control Box.

A customized Control Box will be Designed for requiremenst of specific applications.

- **A - Safety Disconnect Switch**
- **B - On/Off/Auto Override Switch**
- **C - Surge Protection**
- **D - Distribution Block**
- **E - Contactor**
- **F - Breakers for Power to Fixtures**
- **G - Control Module (controls specified by project)**
- **H - Step-Down Transformer for Controls**
- **I - Fuses for Step-Down Transformer**
- **J - Grounding Bar**

TECHLINE SPORTS LIGHTING

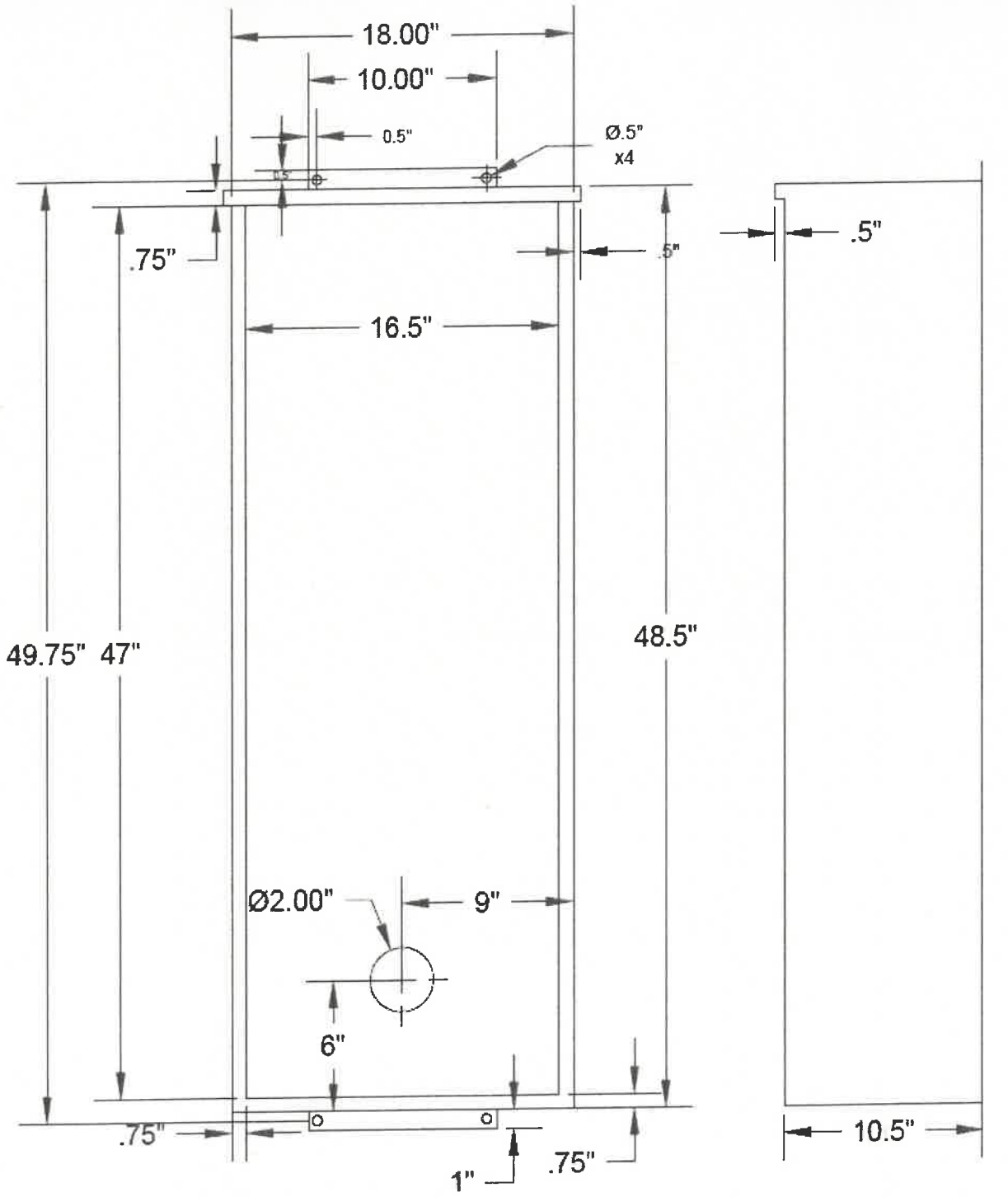
Small Box



****Drawings do not designate fuse size, wiring, NEMA box type, distribution block information, disconnect switch size, ampacity, and surge arrester specification**

TECHLINE SPORTS LIGHTING

Large Box



Right side view

****Drawings do not designate fuse size, wiring, NEMA box type, distribution block information, disconnect switch size, ampacity, and surge arrester specification**

TECHLINE SPORTS LIGHTING

synapse



Easily manage your sports lights with Techline Sports Lighting and Synapse SimplySnap, the easy-to-use scalable lighting management solution that just works.

Our software is designed with core capabilities that help simplify managing outdoor sports lighting systems of all sizes. The SimplySnap user interface with Base Cloud and Full Cloud Access options make it easy to make adjustments to groups of lights, or the entire lighting system. The built-in scheduling features can be used to schedule the lights for practices, evening games, and special events. Scenes allow multiple preset lighting configurations to be activated for special lighting needs. Add Action Lighting or Full Color RGB to create a more exciting fan experience after scores or special moments during the game.

SIMPLE USER INTERFACE

With SimplySnap, users can access and control their lighting system from anywhere using a web browser on any computer or smart device.

The responsive design and intuitive user interface works great on laptops, tablets, or phones for quick access and real-time updates to the system. Our intelligent lighting system scales easily to support small sites with a single sports lighting application or installations with several sports fields across multiple locations.



TECHLINE SPORTS LIGHTING

synapse

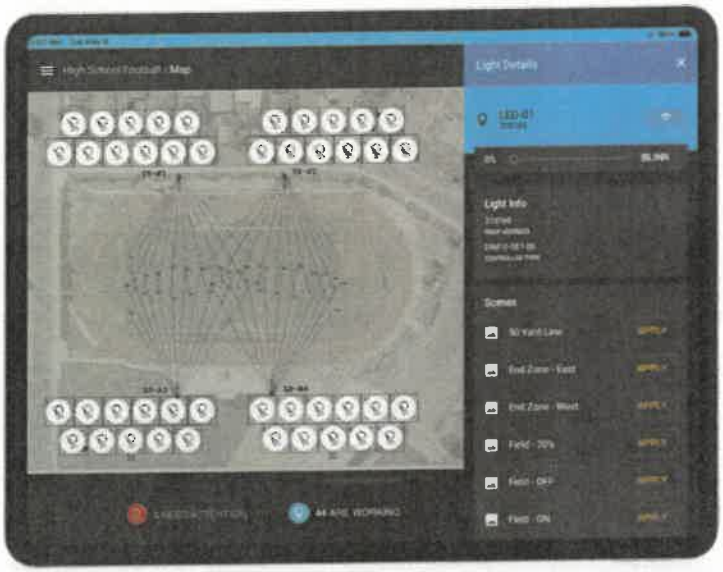
APPLICATIONS





+ Municipal Sports Complexes
+ K-12 Sports Fields
+ Collegiate Sports Fields
+ Professional Sports Fields

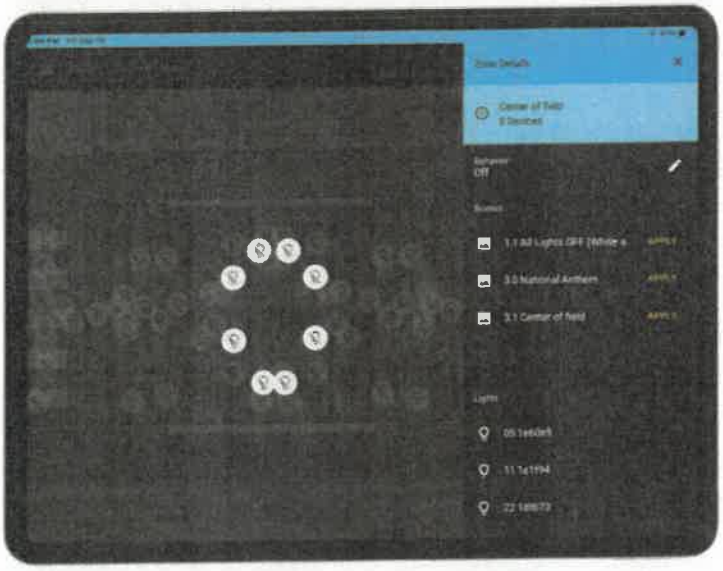
SOFTWARE FEATURES



USER INTERFACE

The list-based* or map-based** interface of SimplySnap provides fast and easy access to your sports lighting needs from anywhere. Adjust lights, activate scenes, or create schedules all from a user interface that was designed to be easy to learn and easy to use.

*Base Cloud access subscription
**Full Cloud access subscription



ZONES***

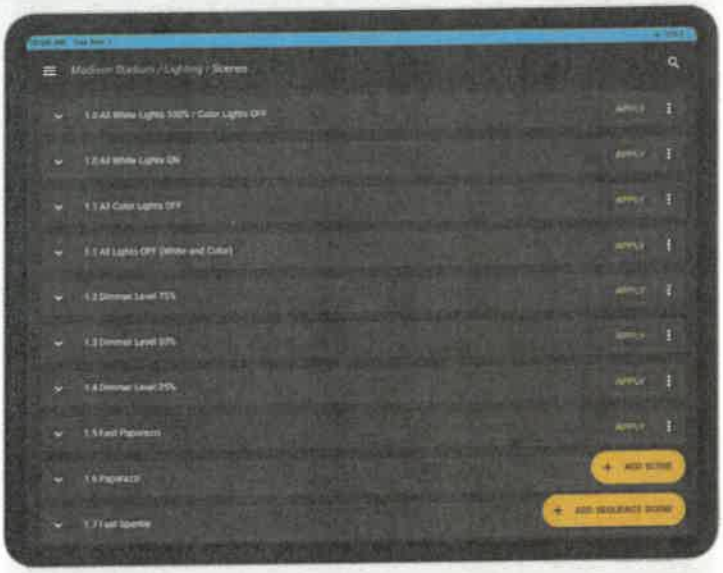
Lights can be organized and managed in easy-to-understand zones, supporting multiple sports fields or specific areas (End zone, Court 3, Softball Field 2, etc.).

***Certain Zones require upgraded pre-wiring. Confirm with Sales prior to purchase

TECHLINE SPORTS LIGHTING

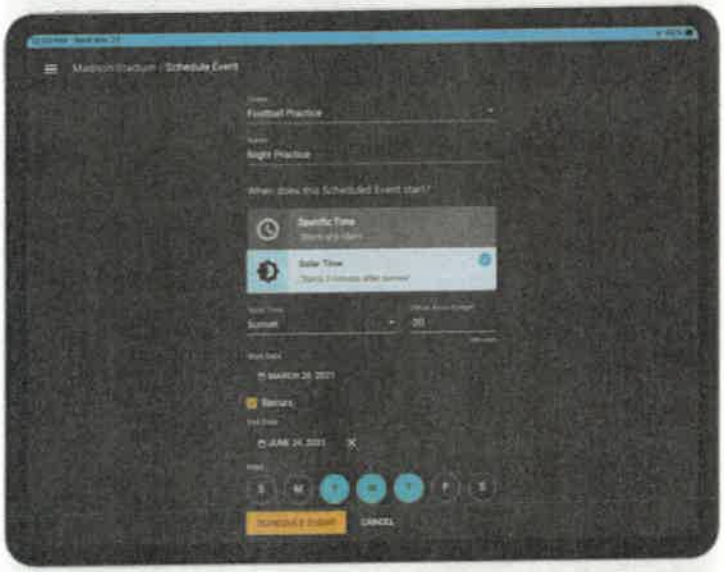
synapse

SOFTWARE FEATURES



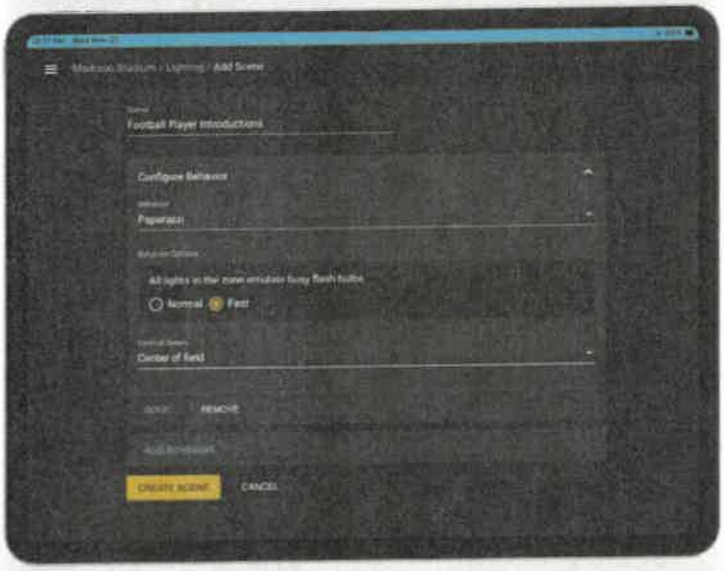
SCENES

Create a behavior or a group of behaviors for one or more control zones for lighting. Once created, these scenes can be applied with a single click or set to a schedule.



SCHEDULES

The built-in calendar feature allows scenes to be scheduled for one-time events or for recurring events over several years. Create schedules for practices and games for the entire season to automate control.



ACTION LIGHTING

Action Lighting* sends rapid dimming/on/off commands to groups of lights to create exciting light shows during sporting events. Create and save these for events like scoring, player or team entrances, halftime introductions, and other special events.

Note* - Requires compatible Synapse embedded Controller and a one-time license. Can be accessed with Base or Full Cloud subscription.

Techline SimplySnap Access Options

Base Cloud Remote Access

- List Based view of lighting system, summarized by Site Controller
- Instantly available; accessible anywhere with internet access and device with a browser
- Action Lighting controls
- Admin level access only - can create/delete scenes, schedule and/or turn on/off/dim
- Includes cellular service for 5 or 10 years, no additional hardware required (if quality cell coverage is available)

Full Cloud Remote Access

- Improved user experience over Base Cloud with customizable and intuitive, map-based view of entire lighting system
- Progressive web app (operates within device's browser) with homepage shortcut
- Multiple users with permission based access (i.e. turn on/off/dim vs. create/delete scenes and schedules)
- Single interface for multiple-gateway sites (multi-field, and/or large area sites)
- Action Lighting and full color RGB controls

HARDWARE COMPONENTS



CBSSW-450-002

Site Controller

The CBS Site Controllers are key components of every SimplySnap lighting control solution from Synapse. Site Controllers coordinate communication out to all the Synapse-enabled devices
that are part of the mesh network. They manage system configuration details, gather power and status information, apply zone behaviors, store scheduled events, generate notifications, and update controllers when new features or enhancements are added.
Each CBS also includes a 5 button switch that can be programmed and used to activate over 25 saved Scenes for fast direct control of different zones or the entire sporting complex.

WSW-02, WSW-08 and WSW-02-IP

Indoor and Outdoor Wireless Switches



Technical Advantages of Integral Drivers

Enhanced Heat Management:

- Integral drivers receive 360° wind circulation and cooling at the pole top. A six-fixture crossarm provides 36 square feet of cooling surface area per pole, compared to approximately 16 square feet for a remote enclosure housing multiple drivers.
- Remote systems often require fans to dissipate heat, which adds complexity and potential points of failure.

Superior Wind Cooling:

- Average wind speeds at 60-70 feet above ground level are significantly higher than at the base, providing exponential cooling benefits for integral drivers.

In addition to the customer benefits and technical advantages delivered by the utilization of integral drivers, they are also **100% backed by our 10-Year Maintenance-Free Warranty.** Our zero-failure history is a testament to the quality and reliability of our integral driver systems.

The Techline system will provide the City with a state-of-the-art, cost-effective, and highly reliable sports lighting system. We believe these benefits align with the City's objectives for quality, performance, and long-term value.

Thank you for your consideration. We look forward to your favorable response and remain available to provide additional information or address any questions you may have.

Rodney Hawthorne
President
Techline Sports Lighting

INTEGRAL DRIVERS

Techline Sports Lighting, one of the three largest sports lighting providers in the U.S. since 2014, has prepared our proposal based on the use of integral drivers. We understand the importance of your role in endorsing approved suppliers and we want to ensure you feel confident in Techline Sports Lighting. Below, we outline the reasons we recommend integral drivers over remote drivers, supported by our extensive expertise and industry-leading performance record.

Key Benefits of Integral Drivers:

1. Cost Efficiency
   - Reduces upfront system costs and installation expenses.
   - Minimizes lead times, enabling faster project completion.
2. Reliability and Longevity
   - Integral drivers operate at significantly cooler temperatures due to individual isolation and enhanced wind cooling at the top of the pole.
   - Techline's TSL800 fixtures and drivers have a proven track record with zero failures over tens of thousands of installations.
3. Installation Compatibility
   - Remote driver systems require larger wiring harnesses, which may not fit within the internal diameters of existing concrete poles.
   - Integral drivers eliminate the need for costly and time-intensive field modifications to mount large enclosures at the pole base.
4. Improved Stability
   - Integral driver fixtures are more stable in high-wind conditions, reducing vibration and the potential for strobing effects on the field.
   - Integral drivers are protected from flood risks, ensuring reliable performance in coastal environments.

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: Techline Sports Lighting

Address: 15303 Storm Dr

City & State: Austin, TX ~~78734~~ Zip Code: 78734

Telephone: ( ) 512-788-2862 E-mail: chase@sportlighting.com Fax: ( ) n/a

Number of Years in Business: 25 Contact Name Chase Hawthorne

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ 379,000
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ 189,000
Replacement/retrofit of lighting for two (2) parking lot areas	$ 15,000
10 year Warranty Service	$ 15,000

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

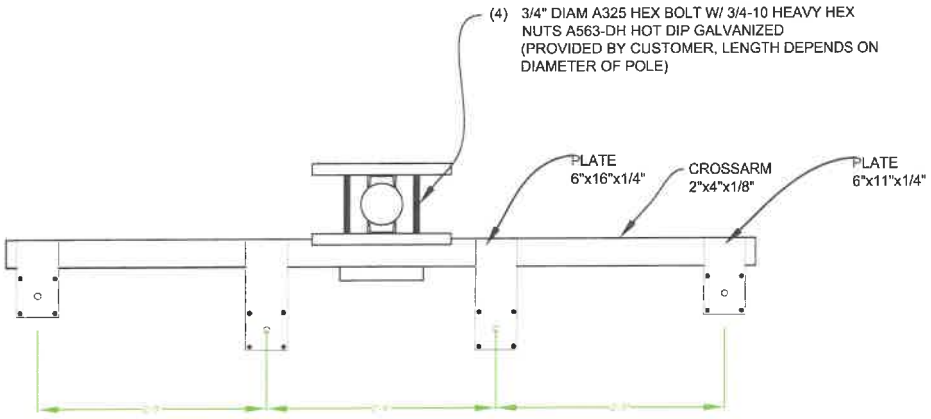
Name and Title of Authorized Representative: Chase Hawthorne, Regional VP
(Print or Type)

Signature: Chase Hawthorne

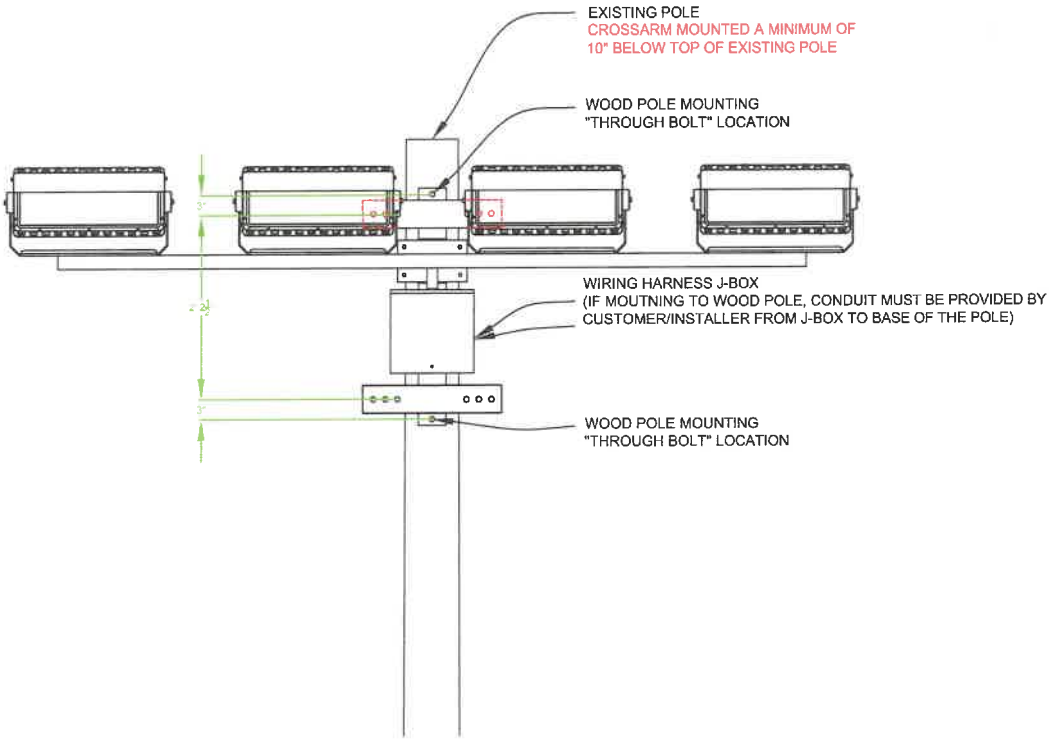
Date of Bid: 11/26/24

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

TOP VIEW



FRONT VIEW



TECHLINE SPORTS LIGHTING
www.sportlighting.com

** NOT TO SCALE

** Hot-Dip galvanized after fabrication to ASTM A123 specifications

** Assembly Weight: 304 lbs
Assembly EPA: 11.31 sq. ft.
(Including Fixtures)

15303 STORM DR.
AUSTIN, TX 78734
PHONE: (512)977-8880
TOLL FREE: (800)500-3161

DATE:	REV.:	CHECKED BY:
1/1/23		
DRAWING NUMBER:		DRAWN BY:

4 FIXTURE CROSSARM ASSEMBLY

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Name: EAG-LED LLC

Address: 13046 Racetrack Rd Suite 187

City, State, Zip: Tampa, FL 33626

Telephone No.: 813-463-2420

Email: agrant@eag-led.com

Corporation	
Partnership	x
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   EAG-LED LLC

   The address of the principal place of business is:

   13046 Racetrack Rd Suite 187
   Tampa FL 33626

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: 11/2014

   b. State of Incorporation: Florida

   c. President's name: John Grant

   d. Vice President's name: Daryl Smith

e. Secretary's name: Suzanne Smith

f. Treasurer's name: Amy Grant

g. Name and address of Resident Agent: EAG-LED LLC 13046 Racetrack Rd
Tampa FL 33626

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: 11/2014

b. Name, address and ownership units of all partners:

Amy Grant 50 Willowwood lane Oldsmar

Suzanne Smith 12512 Eagles Entry Odessa

c. State whether general or limited partnership: Limited

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

10

Under what other former names has your organization operated?

None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

License # EC13010759

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Over 10 years of manufacturing and installing our own lights.
From parking lots to ball fields, & parking garages for hotels and municipalities.

10. State the name of the individual who will have personal supervision of the work:

Jeff Fuller

11. State the name and address of attorney, if any, for the business of the responsive bidder:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

EAG-LED

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Amy Grant 50 Willowood Lane Oldsmar

Suzanne Smith Eagles Entry Dr Odessa

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	1
b.	Non-Governmental Related Work	3
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Chase Bank	Countryway Blvd Tampa	813-814-1958
LMCU	Linebaugh Ave Tampa	800-242-9790
Bank Of America	Racetrack Rd Tampa	

16. What will be your turnaround time for written responses to City inquires?

Same business day

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

none

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

none

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

none

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

none

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Doug N Grant

(Title) Principle

Subscribed and sworn to before me

This 25th day of November, 20 24

Frederick Daryl Smith

Notary Public (Signature)

My Commission Expires:

FREDERICK DARYL SMITH
Notary Public, State of Florida
My Comm. Expires Apr. 19, 2025
No. HH 118825

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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 EAG-LED LLC whose business address is 13046 Racetrack Rd Suite 187 Tampa FL 33626

and (if applicable) Federal Employer Identification Number (FEIN) is 47-2331758 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is Amy Grant and my relationship to the entity named above is Principle

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)

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

X 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)

X 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)

X 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.)

Doug N Grant Date: 11/25/24

(Signature)

STATE OF FLORIDA
COUNTY OF Hillsborough

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 25th day of November, 2024, and is personally known to me, or has provided as identification.

Fredy Daryl Smith
Notary Public

My Commission expires:

FREDERICK DARYL SMITH
Notary Public, State of Florida
My Comm. Expires Apr. 19, 2025
No. HH 118825

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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: EAG-LED LLC

ADDRESS: 13046 Racetrack Rd Suite 187

CITY: Tampa STATE: FL ZIP CODE: 33626

TELEPHONE NUMBER: 813-463-2420

SIGNATURE: Amy N Grant DATE: 11/25/24

NAME (TYPED OR PRINTED): Amy Grant

TITLE: Principle

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as EAG-LED LLC Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 25th day of November, 20 24

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 2.2 All bids are rejected by Owner, or
   - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

Amy Grant

By:_____ (L.S.)

Title: Principle

Attest: Amy N Grant

Signature and Title

Surety (Print Full Name):

_____

(Seal) Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Title:_____

Attest: _____

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Amy Grant (insert name) as Principle (insert title) on behalf of EAG-LED LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. EAG-LED LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, EAG-LED LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Amy N Grant

Printed Name: Amy Grant
Title: Principle
Nongovernmental entity: EAG-LED LLC
Date: 11/25/24

STATE OF Florida
COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by Amy Grant as Principle on behalf of Eag-Led LLC, who is personally known to me or who produced Drivers License as identification this 25th day of November, 2024.

Frederick Daryl Smith
Notary Public

(Notary Seal)

FREDERICK DARYL SMITH
Notary Public, State of Florida
My Comm. Expires Apr. 19, 2025
No. HH 118825

RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

EAG-LED LLC
Bidder's Company Name

13046 Racetrack Rd Suite 187

Tampa FL 33626
Address

813-463-2420
Phone #

47-2331758
Federal ID # or SS #

Authorized Signature

Amy Grant
Authorized Signatory (Print Name)

Principle
Title

Fax #

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: EAG-LED LLC

Address: 13046 Racetrack Rd Suite 187

City & State: Tampa, Florida Zip Code: 33626

Telephone: 813 463-2420 E-mail: agrant@eag-led.com Fax: ( )

Number of Years in Business: 10 Contact Name Amy Grant

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ 545,762
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ 272,882
Replacement/retrofit of lighting for two (2) parking lot areas	$ 12,660
10 year Warranty Service	$ included

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Amy Grant/ Principle
(Print or Type)

Signature: Amy N Grant

Date of Bid: 11/25/24

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

INVOICE

EAG-LED
13046 Racetrack Road # 187
Tampa, FL 33626
(813) 463-2420
www.EAG-LED.com

11/25/2024

City of Destin - RFB 24-14-REC, Morgan Sports Complex Lighting
Kimberly Montgomery : Deputy City Clerk
4200 Indian Bayou Trial. Destin, FL. 32541
850-837-4242

Product	Details	Quantity	Unit Price	Cost	Location
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	32	$ 2,058.00	$ 65,856.00	Soccer Field 1
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	32	$ 2,058.00	$ 65,856.00	Soccer Field 2 & 3
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	32	$ 2,058.00	$ 65,856.00	Baseball Field A
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	34	$ 2,058.00	$ 69,972.00	Baseball Field B
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	22	$ 2,058.00	$ 45,276.00	Baseball Field C
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	22	$ 2,058.00	$ 45,276.00	Baseball Field D
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	44	$ 2,058.00	$ 90,552.00	Baseball Field F
EAG-SFLR-1200W	*Voltage: 100-277 Dimmable: No CCT: 5000*	25	$ 2,058.00	$ 51,450.00	Baseball Field G
EAG-SB-120W	*Voltage: 100-277 Dimmable: No CCT: 5000*	8	$ 423.00	$ 3,384.00	Soccer Parking Lot
EAG-SB-120W	*Voltage: 100-277 Dimmable: No CCT: 5000*	12	$ 423.00	$ 5,076.00	Baseball Parking Lot
Total		263		**$ 508,554.00**	
Installation Includes Lifts, Material and Disposal				**$ 322,750.00**	
Total Project Cost				**$ 831,304.00**	
Total (50% Deposit Required)				**$ 415,652.00**	

Terms For Installation: 50% deposit with order, balance due in full at the time LED product is delivered. This will allow us to schedule and complete installation, which includes removal and replacement of existing fixtures. Installation does not include disposal of removed lights and fixtures. Additional required electrical work and or materials are additional and will be charged. All credit card payments will be charged a 3% processing fee.

Thank you for your purchase; we genuinely appreciate your business!

By ordering and/or receiving services/items listed, the above mentioned customer agrees to all conditions and terms of sale as stated by EAG-LED, LLC and/or as may be customary in the trade. All products listed or conveyed herein remain the property of EAG-LED, LLC until paid in full. customer agrees to meet all agreed conditions and/or obligations and further agrees to bear all reasonable costs in the event legal action becomes necessary to enforce any terms. All invoices are due and payable upon presentation. Past due items will incur a 11/2% monthly charge and will necessitate COD or CIA future orders. TM & ©2024 EAG-LED, all rights reserved.

M. Gay
CONSTRUCTORS, INC.
Electrical & Sports Lighting

NOVEMBER 26TH, 2024

RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING

PREPARED FOR: REY BAILEY

4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541

PREPARED BY:
CHRIS HOWARD
ESTIMATOR / PROJECT MANAGER

M. Gay
CONSTRUCTORS, INC.
Electrical & Sports Lighting

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***ATTACHMENT NO. 2 – PUBLIC ENTITY CRIME FORM**

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***ATTACHMENT NO. 4 – BID BOND FORM**

***ATTACHMENT NO. 5 – ANTI-HUMAN TRAFFICKING AFFIDAVIT**

***ATTACHMENT NO. 6 – ANTI-COLLUSION STATEMENT**

EC-1098 · P.O. Box 26249 · Jacksonville, FL 32226 · Tel. (904) 714-4001 · Fax (904) 714-4007

M. Gay
CONSTRUCTORS, INC.
Electrical & Sports Lighting

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EC-1098 · P.O. Box 26249 · Jacksonville, FL 32226 · Tel. (904) 714-4001 · Fax (904) 714-4007

M. Gay Constructors, Inc.

Electrical ∃ Est. 1991 ∃ Sports Lighting

Date: ***November 26th, 2024***

To Organization: ***City of Destin***

Attention: ***Rey Bailey***

Project Title: ***Destin Morgans Sports Center Lighting***

Transmittal Letter

Gentlemen:

We are sending you [X] **HEREWITH** *the following* [ ] **SHOP DRAWINGS**

[ ] **UNDER SEPARATE COVER** [ ] **CONTRACTS**

as originated by ***M. Gay Constructors*** *for your review and approval*

NO. COPIES	DRAWING NO OR DATE	TITLE OR DESCRIPTION
1		***RFB NO. 24-14-REC, Destin Morgans Sports Center Lighting Bid***

Subcontractor, if any _____

First Submission [X] Second Submission [ ] Third Submission [ ]

Chris Howard
Project Manager

Received by _____

Post Office Box 26249 ∃ Jacksonville, Florida 32226 ∃ Phone (904) 714-4001 ∃ Fax (904) 714-4007 ∃ EC -1098

Job Name	Customer	Contact Name	Email	Phone	Description	Contract Amount	Date Completed	Job Type
121 Financial Ballpark	Madera Electric Company	Julio Madera	maderaelectricco@gmail.com	904.838.3008	Removal, storage, and replacement of pole	$20,500.00	10/30/2024	s
Belleview HS	All Florida Electric Company, Inc.	Scott O'Steen	scotto@allfloridaelectric.com	352.378.6014	Installation of sports lighting fixtures on existing poles	$48,500.00	10/30/2024	rf
Easton Newberry Sports Complex	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of light poles and fixtures	$21,200.00	10/25/2024	s
Buffalo Creek Park	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Installation of sports lighting fixtures on existing poles	$232,000.00	10/23/2024	rf
N. Marion HS	All Florida Electric Company, Inc.	Scott O'Steen	scotto@allfloridaelectric.com	352.378.6014	Installation of sports lighting fixtures on existing poles	$48,500.00	10/18/2024	rf
South Walton Football Stadium	Culpepper Construction Company	Mark Winger	mwinger@culpeppercc.com	850.224.3146	Installation of light poles and fixtures	$105,000.00	10/3/2024	s
Wirz Park	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of light poles and fixtures	$18,000.00	10/3/2024	s
West Port HS	All Florida Electric Company, Inc.	Scott O'Steen	scotto@allfloridaelectric.com	352.378.6014	Installation of sports lighting fixtures on existing poles	$48,500.00	9/25/2024	rf
Marianna MERE Complex	City of Marianna	Nikki Mayberry	nmayberry@mariannafl.city	850.718.1025	Installation of sports lighting and electrical fixtures	$109,300.00	9/19/2024	es
St. Augustine Little League	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Installation of sports lighting and electrical fixtures	$312,000.00	9/18/2024	es
Jaxport SSA	Miller Electric	Jimmy Knowles	JKNOWLES@mecojax.com	904.603.3282	Installation of light poles and fixtures at Jaxport facility	$148,500.00	9/13/2024	s
Alachua Recreation	All Florida Electric Company, Inc.	Mike Gentry	mikeg@allfloridaelectric.com	352.378.6014	Installation of light poles and fixtures	$94,000.00	9/10/2024	s
JEA SOCC	Jacksonville Electric Authority	Greg Rager	ragegd@jea.com	904.665.8136	Installation of tower foundation at substation	$744,297.45	8/30/2024	d
Forest HS	All Florida Electric Company, Inc.	Scott O'Steen	scotto@allfloridaelectric.com	352.378.6014	Installation of sports lighting fixtures on existing poles	$48,500.00	8/30/2024	rf
Lake Mary Tennis Center	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures	$137,500.00	8/26/2024	es
Baldwin Park	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Installation of sports lighting and electrical fixtures	$242,700.00	8/23/2024	es
Lake Weir HS	All Florida Electric Company, Inc.	Scott O'Steen	scotto@allfloridaelectric.com	352.378.6014	Installation of sports lighting fixtures on existing poles	$48,500.00	8/20/2024	rf
Showalter Field	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$82,000.00	8/15/2024	rf
Cottondale City Rec Center	City of Cottondale	Sherri McBride	cityclerk@cityofcottondale.net	850.352.4361	Installation of sports lighting fixtures on existing poles	$197,400.00	8/12/2024	rf
Northwest Rec Retrofit	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$117,000.00	8/7/2024	rf
Northwest Rec Complex Pads 13 & 14	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures on multiple fields	$135,000.00	7/31/2024	es
JIA Lighting Removal	Miller Electric	Donna Ward	dward@mecojax.com	904.360.4538	Removal of poles at airport terminal	$13,500.00	7/30/2024	demo
Massey Park Softball & Basketball	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting poles and fixtures on multiple fields	$119,000.00	7/16/2024	s
Gore Park Sand Volleyball	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of light pole and fixture	$15,000.00	7/16/2024	s

Fort Walton Beach HS Track	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting poles and fixtures on track	$1,690.00	7/12/2024	s
Grand Ridge Lighting Improvements	American Cable Electric	Nick George	americancableelectric@gmail.com	850.321.9129	Installation of sports lighting fixtures on existing poles	$52,000.00	7/9/2024	rf
Treaty Park	Chris Torrence Electric	Chris Torrence	chris@ctelectricutility.com	352.224.8672	Installation of sports lighting poles and fixtures	$51,000.00	6/26/2024	s
Bishop Moore HS	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures on multiple fields	$236,000.00	6/25/2024	es
Destin Middle School	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$68,000.00	6/21/2024	rf
Crestview HS	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$68,000.00	6/10/2024	rf
Lake Trafford Substation	Lee County Electric Cooperative	Ben Maurice	Ben.Maurice@lcec.net	800.599.2356	Install new caisson foundations	$171,900.00	5/24/2024	d
Lake Trafford Dead End Reloc	Lee County Electric Cooperative	Ben Maurice	Ben.Maurice@lcec.net	800.599.2357	Relocate dead end and static tower structures to new foundations	$53,830.00	5/24/2024	d
Southport Park	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$117,000.00	5/21/2024	rf
Flossie Brunson Park	Madera Electric Company	Julio Madera	maderaelectricco@gmail.com	904.838.3008	Installation of sports lighting and electrical fixtures	$116,300.00	5/3/2024	es
Simmers Young Soccer Ph II	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures	$260,905.75	4/26/2024	ES
Williamson HS Football	Rdavis Electric	Ronnie Davis	rdaviselectric@yahoo.com	251.408.2514	Installation of poles and fixtures	$65,000.00	4/26/2024	s
Lake Mary HS Football	TECC, Inc.	Jay O'Steen	Jayo@teccinc.net	407.330.2900	Installation of new sports lighting fixtures on existing poles	$39,000.00	3/29/2024	rf
FSU Football Demo	The Whiting-Turner Company	Charlie Kelly	Charlie.Kelly@whiting-turner.com	407.370.4500	Demo of existing poles and fixtures	$43,000.00	3/22/2024	demo
Arcadia Acres	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Installation of sports lighting and electrical fixtures	$49,293.37	2/22/2024	es
7 Acre Park	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Installation of poles and fixtures	$32,500.00	2/16/2024	S
Mills Field	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures	$856,685.05	2/16/2024	ES
JP Small Park	Madera Electric Company	Julio Madera	maderaelectricco@gmail.com	904.838.3007	Installation of sports lighting and electrical fixtures	$256,500.00	2/14/2024	es
Greentree Park Baseball	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$102,500.00	2/9/2024	RF
Embry Riddle University IM Field	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of poles and fixtures	$70,000.00	2/2/2024	s
Ed Austin Park	Madera Electric Company	Julio Madera	maderaelectricco@gmail.com	904.838.3007	Installation of sports lighting and electrical fixtures	$237,000.00	2/1/2024	es
Richardson Community Center	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures	$71,500.00	1/26/2024	ES
Chain of Lakes Demo	Rodda Construction	Aaron Bohling	aaron.bohling@musco.com	563.264.4025		$28,000.00	1/22/2024	demo
Jackie Robinson Memorial Park	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$84,000.00	1/17/2024	RF
Port Orange Soccer	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$54,000.00	1/3/2024	rf

Lake Maude Rec Complex	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting poles and fixtures	$30,800.00	12/20/2023	S
Port Orange City Center Field 3	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting fixtures on existing poles	$64,000.00	12/20/2023	RF
Palm Coast Pickleball Court	American Electrical Contracting	PJ Platt	pplatt@american-electrical.com	904.737.7770	Installation of sports lighting poles and fixtures	$21,000.00	11/9/2023	S
Lake Crago Rec Center	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting poles and fixtures	$99,000.00	11/3/2023	S
OCPS Site 50	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Installation of sports lighting at new high school	$162,000.00	10/27/2023	S
Massey Park Field 3	Musco Sports Lighting	Jody Price	jody.price@musco.com	321.292.4953	Installation of new sports lighting fixtures on existing poles	$56,000.00	10/27/2023	RF
World Equestrian Center Ph 3	Musco Sports Lighting	Jody Price	jody.price@musco.com	321.292.4953	Installation of sports lighting fixtures	$63,000.00	10/6/2023	S
Winter Springs HS	TECC, Inc.	Jay O'Steen	Jayo@teccinc.net	407.330.2900	Installation of new sports lighting fixtures on existing poles	$57,000.00	10/3/2023	RF
Vrooman Park	Musco Sports Lighting	Jody Price	jody.price@musco.com	321.292.4953	Installation of sports lighting on baseball field and basketball court	$73,000.00	9/22/2023	S
Barber Park Soccer	Musco Sports Lighting	Jody Price	jody.price@musco.com	321.292.4953	Installation of sports lighting and electrical fixtures	$70,000.00	9/12/2023	ES
Bethune Cookman University	Musco Sports Lighting	Jody Price	jody.price@musco.com	321.292.4953	Installation of sports lighting	$27,000.00	9/7/2023	S
North Bay Haven Charter Academy	Bay Haven Charter Academy	Wayne Elmore	elmorew@bayhaven.org	850.248.3500	Installation of sports lighting and electrical fixtures on baseball and football fields	$278,344.22	8/21/2023	ES
Jupiter Community Park	Town of Jupiter	Thomas Hernandez	thomash@jupiter.fl.us	561.741.2680	Installation of sports lighting and electrical fixtures for mutliple fields	$899,552.66	8/14/2023	ES
Paul C Armstrong Park	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures	$71,000.00	8/14/2023	ES
Matanzas High School Practice Football	Musco Sports Lighting	Jody Price	jody.price@musco.com	321.292.4953	Installation of sports lighting and electrical fixtures	$100,500.00	7/31/2023	ES
UF Flavet Field	Musco Sports Lighting	Jody Price	jody.price@musco.com	321.292.4953	Replacement of sports lighting fixtures on tennis court	$77,700.00	7/26/2023	RF
Jaxport Pole Relocation	Miller Electric	Jimmy Knowles	JKNOWLES@mecojax.com	904.603.3282	Remove and relocate poles at Jaxport facility	$57,500.00	7/17/2023	
Earl Brown Skate Park	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting poles and fixtures	$10,000.00	7/6/2023	S
First Academy Football	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Replacement of sports lighting fixtures on football field	$99,750.00	6/30/2023	RF
Stanton High School	Miles Electric	Miles MacEachern	mileselectricalcontractinginc@yahoo.com	904.813.4785	Replacement of sports lighting fixtures on football field	$150,305.00	6/14/2023	RF
Delta Woods Tennis	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Replacement of sports lighting fixtures on tennis court	$62,000.00	6/1/2023	RF
Ed Perry Mayo Sports Complex	Musco Sports Lighting	Aaron Bohling	aaron.bohling@musco.com	563.264.4025	Installation of sports lighting and electrical fixtures	$42,000.00	5/17/2023	ES
Emery Hamilton Football	Musco Sports Lighting	Patrick Cruff	Patrick.Cruff@musco.com	813.727.3770	Installation of sports lighting and electrical fixtures on football field	$257,450.00	5/15/2023	ES

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: M.GAY CONSTRUCTORS, INC.

Address: P.O. BOX 26249

City & State: JACKSONVILLE, FLORIDA Zip Code: 32226

Telephone: ( ) 904.714.4001 E-mail: MGCCHRISH@GMAIL.COM Fax: ( ) 904.714.4007
MGCSHELBY@GAMIL.COM

Number of Years in Business: 33 YEARS Contact Name CHRIS HOWARD

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ 618,758.00
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ 208,481.00
Replacement/retrofit of lighting for two (2) parking lot areas	$ 20,000.00
10 year Warranty Service	$ INCLUDED

PLEASE SEE ATTACHED FOR ADDITONAL PRICING

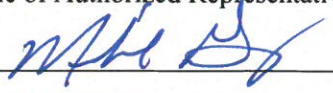
PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: MICHAEL GAY
(Print or Type)

Signature: 

Date of Bid: 11/26/2024

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

ALTERNATE # 1 (ADD): FURNISH AND INSTALL CONTROLS - $127,950.00

ALTERNATE # 2 (DEDUCT): OWNER DIRECT PURCHASE (6) BALLFIELD LIGHTS - $32,000.00

ALTERNATE # 3 (DEDUCT): OWNER DIRECT PURCHASE OF (3) SOCCERFIELDS LIGHTS - $9,200.00

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation [x]

Name: M GAY CONSTRUCTORS Partnership [ ]

Address: P.O. BOX 26249 Individual [ ]

City, State, Zip: JACKSONVILLE, FLORIDA 32226 Other [ ]

Telephone No.: 904-714-4001

Email: MGCHCHRISH@GMAIL.COM MGCSHELBY@GMAIL.COM

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   M. GAY CONTRUCTORS, INC.

   The address of the principal place of business is:

   P.O. BOX 26249

   JACKSONVILLE, FLORIDA 32226

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: 11-08-1991

   b. State of Incorporation: FLORIDA

   c. President's name: MICHAEL GAY

   d. Vice President's name: N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

EC 10001098

CGC1512259

SEE ATTACHED

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

SEE ATTCHED

10. State the name of the individual who will have personal supervision of the work:

MIKE GAY, CHRIS HOWARD, BILL HADDOCK, LARRY TAYLOR

11. State the name and address of attorney, if any, for the business of the responsive bidder:

N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

N/A

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	4
	Total Work (a +b):	7

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
TIMOTHY ABBOTT	153 2ND AVE SOUTH, SUITE 100, ST. PETERSBURG, FLORIDA 33701	

16. What will be your turnaround time for written responses to City inquires?

10 DAYS

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) MICHAEL GAY - OWNER / PRESIDENT

Subscribed and sworn to before me

This 22 day of NOVEMBER, 20 24

_____
Notary Public (Signature)

SHELBY C ABDALLAH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 428176
MY COMMISSION EXPIRES AUG. 01, 2027

My Commission Expires: AUGUST 2027

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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 DESTIN MORGANS SPORTS CENTER LIGHTING

2. This sworn statement is submitted by MICHAEL GAY whose business address is P.O. BOX 26249 JACKSONVILLE, FLORIDA 32226

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3097398 (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)

X
____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

____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: NOVEMBER 22, 2024

(Signature)

STATE OF FLORIDA
COUNTY OF DUVAL

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 22ND day of NOVEMBER, 2024 and is personally known to me, or has provided as identification.

Shelby C. Abdallah
Notary Public

My Commission expires: AUGUST, 2027

SHELBY C ABDALLAH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 428176
MY COMMISSION EXPIRES AUG. 01, 2027

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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: M GAY CONSTRUCTORS

ADDRESS: P.O. BOX 26249

CITY: JACKSONVILLE STATE: FLORIDA ZIP CODE: 32226

TELEPHONE NUMBER: 904-714-4001

SIGNATURE: _____ DATE: NOVEMBER 22, 2024

NAME (TYPED OR PRINTED): MICHAEL GAY

TITLE: PRESIDENT / OWNER

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as M Gay Constructors, Inc Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 20th day of November, 20 24

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 2.2 All bids are rejected by Owner, or
   - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):	Surety (Print Full Name):
M Gay Constructors, Inc	Merchants Bonding Company (Mutual)
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: _____
	Signature (attach power of attorney)
Title: President	Title: Benjamin Powell Attorney in Fact
Attest: _____	Attest: _____
Signature and Title	Tess Labitan, Account Manager
Shelby Abdallah	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of November , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I MICHAEL GAY (insert name) as PRESIDENT / OWNER (insert title) on behalf of M GAY CONSTRUCTORS, INC. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. M. GAY CONSTRUCTORS, INC. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, M. GAY CONSTRUCTORS, INC. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: MICHAEL GAY
Title: PRESIDENT / OWNER
Nongovernmental entity: M. GAY CONSTRUCTORS, INC.
Date: NOVEMBER 22, 2024

STATE OF FLORIDA
COUNTY OF DUVAL

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by _____ as MICHAEL GAY on behalf of M. GAY CONSTRUCTORS, INC., who is personally known to me or who produced _____ as identification this 22 day of NOVEMBER, 2024.

Notary Public

(Notary Seal)

SHELBY C ABDALLAH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 428176
MY COMMISSION EXPIRES AUG. 01, 2027

RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

M GAY CONSTRUCTORS
Bidder's Company Name

P.O. BOX 26249

JACKSONVILLE, FLORIDA 32226
Address

904-714-4001
Phone #

59-3097398
Federal ID # or SS #

Authorized Signature

MICHAEL GAY
Authorized Signatory (Print Name)

PRESIDENT / OWNER
Title

904-714-4007
Fax #

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2024

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

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

PRODUCER SUNZ Insurance Solutions, LLC ID: (Essential) c/o Essential HR, Inc. dba First Star HR 4455 LBJ Freeway, Suite 1080 Dallas, TX 75244	**CONTACT NAME:** Jennifer Hauger **PHONE (A/C, No, Ext):** 972-404-0295 **FAX (A/C, No):** **E-MAIL ADDRESS:** jennifer.hauger@firststarhr.com
INSURED Essential HR, Inc. dba First Star HR 4455 LBJ Freeway, Suite 1080 Dallas TX 75244	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** SUNZ Insurance Company — 34762 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 82792199 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC025-00001-024 WC025-00001-023	10/1/2024 10/1/2023	10/1/2025 10/1/2024	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: M Gay Constructors Inc
Client Effective: 10/1/2021

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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MGAYCON-01 MGODSEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2024

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Marsha Godsey PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722 E-MAIL ADDRESS: mgodsey@cwpowellins.com
INSURED M Gay Constructors, Inc. P. O. Box 26249 Jacksonville, FL 32226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Ins Co — 24112 INSURER B : Ascot Specialty Insurance Company — 45055 INSURER C : Gotham Insurance Company — 25569 INSURER D : XL Insurance America Inc — 24554 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CMM4264265	3/31/2024	3/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CMM4264265	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			ESXS2410002004-02	3/31/2024	3/31/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Commercial Umbrella			EX202400004782	3/31/2024	3/31/2025	Ea Occur/Aggregate	3,000,000
D	Installation Floater			UM00032105MA24A	11/14/2024	11/14/2025	Any One Location	500,000

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

CERTIFICATE HOLDER

City of Destin
4200 Indian Trail Bayou
Destin, FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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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

GAY, WILLIAM MICHAEL

M GAY CONSTRUCTORS INC
11901 INDUSTRY DRIVE
JACKSONVILLE FL 32218

LICENSE NUMBER: CGC1512259

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/11/2024

Do not alter this document in any form.

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

GAY, WILLIAM MICHAEL

M GAY CONSTRUCTORS INC
11901 INDUSTRY DRIVE
JACKSONVILLE FL 32218

LICENSE NUMBER: EC0001098

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/12/2024

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ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 24-14-REC
DESTIN MORGAN SPORTS COMPLEX
LIGHTING

November 21, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location of Osprey platforms. Attached.

Clarifications:

1. Lightning rod: grounding- Is this a requirement for the parking lots, too?
   If required by the lightning manufacturer

2. Is there a preferred Eagle nesting platform?
   No

3. RFP note: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
4. Question: Regarding access control; please provide additional details- is this for each site: fields and parking lots?
   Only for the laydown area as needed by the winning bidder.

5. What date can respondents expect to get answers?
   Questions and answers will be provided through an addendum, to plan holders.

6. Will questions and answers be emailed to all respondents?
   Questions and answers will be provided through an addendum, to plan holders.

7. Orion requests a (1) week extension since proposal is to be mailed, received by 11/26 - there is limited time to get answers and then to go back out for material quotes, if needed.
   The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

8. Did the city decide to put eagle nest platforms on all poles or just a few?
   Yes, there are three proposed. Please see attached map.

9. Do you require new wires underground to the poles?
   No, we do not.

10. Who would handle the removal of the existing bird nest(s)?
    The City will remove the remaining nests.

11. Who is responsible for repairs of any fencing, fields, or pavements that could be damaged during installation?
The winning bidder would be responsible.

12. Do you want the light head for light head installation on the parking lot lights?
Presuming the "light head" is the hardware connecting the pole with the light fixture, yes.

13. Does each pole require the platforms for the Osprey nests or are there specified poles?
No. Only three are proposed to have platforms. Please see map for marked locations.

14. The RFB does not specify the location of the drivers for the lighting system. Most manufacturers can provide a remote driver system typically mounted at a height accessible by a ladder for ease of maintenance. Are remote drivers required or preferred?
Approximately 10' on pole, remote drivers are required.

15. To prevent damage to the sensitive electronic components in modern LED systems, it is common industry standard to require new grounding systems on retrofits of existing poles. What are the grounding requirements for the new LED system?
As required per lighting manufacturer's specs.

16. The maximum ground resistance per NFPA code is 25 ohms. If new grounding systems are not required, what are the testing requirements for the existing pole grounding? Who is responsible for testing and verifying grounding meets code?
The winning bidder will be responsible for testing/verifying grounding meets code.

17. The RFB specifies a horizontal footcandle value no more than 0.2 fcs at the property line. Glare is measured in candela. Candela values from LED luminaires can vary greatly from manufacture to manufacture. How will glare be evaluated? What are the candela or glare requirements or values for the new LED system? Will there be candela value requirements at the complex property line?
Glare impact scans shall be provided from the field edge on a map of the surrounding area and shall be submitted showing the maximum candela until less than 10,000 candela is met.

18. Which poles get osprey platforms? What are the structural requirements for the platforms and will engineered drawings be required?
See the attached sketch. Yes, platforms must meet the wind code.

The bid opening date remains as Tuesday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

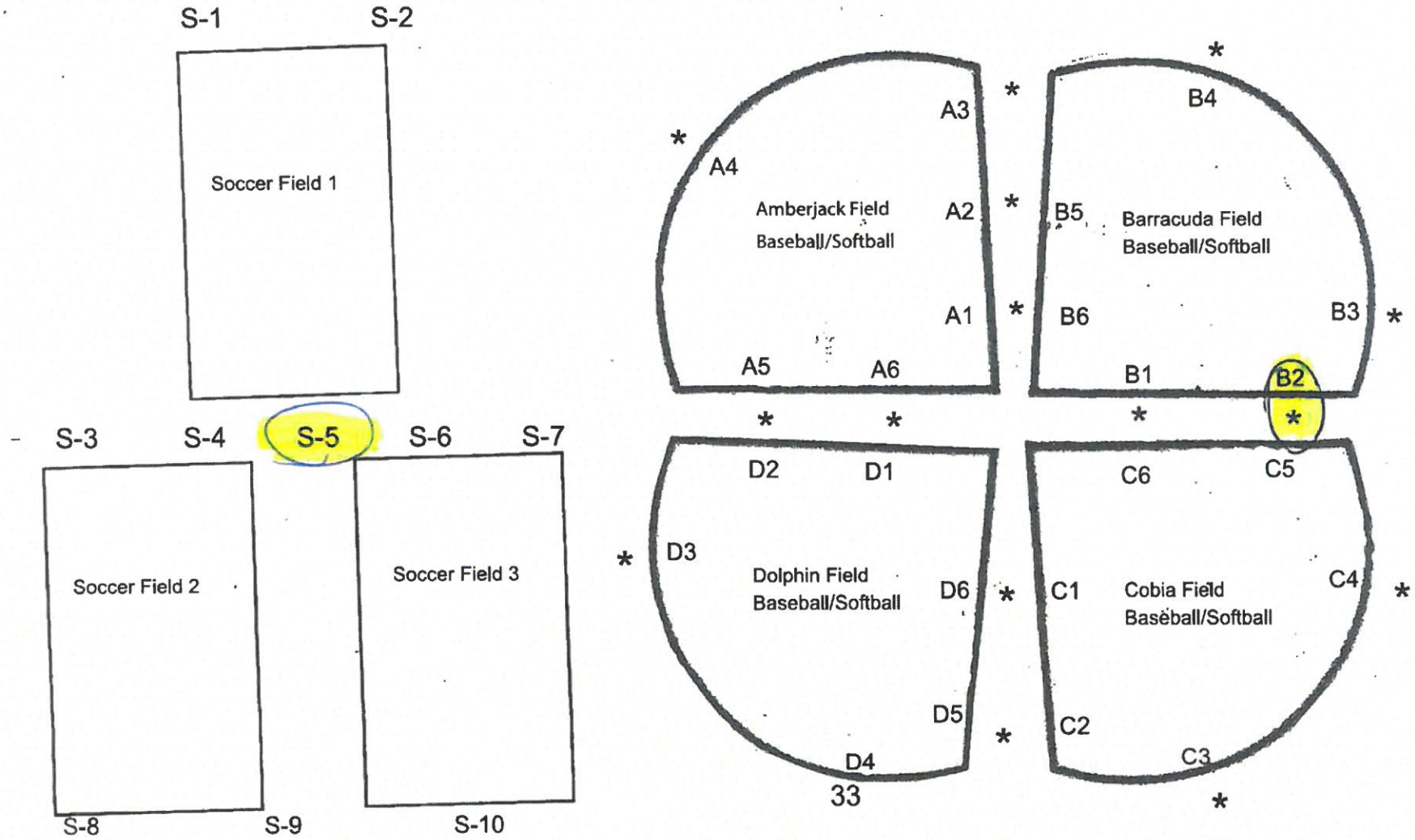
W. Michael Gray
Print Name

Signature

11-25-24

Date

Morgan Sports Center
Field Lights Diagram



r

Rey Bailey

11:27 AM
(7 minutes
ago)

to me

Please see responses (in red) to your questions below:

*Are the (2) fields Flounder Field and Grouper Field fed off the same service we had access during pre-bid meeting or is there another service close to those (2) fields? The fields are fed off the same service as the other fields in the main building at Morgan's.

*Will there be parking for any equipment and a storage area for any material needed for this project? Staging can be done at the Maintenance facility.

*If any fencing or items that may need to be moved to get access to the existing poles be done by others? Items needing to be moved/replaced to access the lights will be done by the winning bidder.

* Will an email go out with a copy of all that signed the attendance sheet on November 6th 2024? The Pre-Bid roster can be provided – its public record.

November 26th, 2024

RFB NO. 24-14-REC

DESTIN MORGAN SPORTS CENTER LIGHTING

Presented to Qualite Customer:

City of Destin, Florida

Presented By:

Michael Kiker

Qualite Sports Lighting, LLC

P: 850.842.1691 E: mkiker@qualite.com

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Destin Morgan Sports Center Lighting
Request For Bids RFB No. 24-14-REC City of Destin, Florida
QL#23162D2

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Photometric Reports C

Price Proposal Sheet D

Completed Bid Forms E

1. Responsive Bidder Qualification Statement
2. Public Entity Crime Form
3. Drug Free Workplace Certification
4. Bid Bond
5. Anti Human Tracking Affidavit
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SPORTS LIGHTING, LLC

A

Letter/Checklist

Qualite
SPORTS LIGHTING, LLC

To Whom This Concerns,

We want to offer the enclosed documentation, product designs, product details, warranty, controls, and all items requested within the specification for review and consideration of the Morgan Sports Complex project award by Qualite Sports Lighting, LLC. GameChanger™ LED Lighting System.

Qualite Sports Lighting, LLC. has been in business for over 38 years and is based in Hillsdale, MI. Qualite is an original equipment manufacturer that designs, builds, and installs outdoor sports lighting and controls with thousands of projects across the USA, Canada, and other locations throughout the world. We are a privately held company and take much pride in the design, performance, and longevity of our product.

The enclosed package meets and exceeds the written specifications from product to performance by utilizing the GameChanger™ Gen IV product with TIR lensing that provides precision lighting control both on and off the field. Our system comes complete with a remote equipment enclosure that houses the driver, controls, fusing, power supply, etc. The RAB Lighting controls are designed and tested in the field as well as in our engineering development facility to provide exceptional control, monitoring as well as scheduling of the lighting.

Every GameChanger™ LED fixture comes complete with a 25-year complete “bumper to bumper” service warranty that covers every part of our system at no additional cost to the end user. Thank you for your review and we look forward to a positive response.

We see no problem with meeting the specifications of this project and look forward to the opportunity to work with the City of Destin. Please reach out if you have any questions regarding this proposal.

Thank you,

Michael Kiker
Ouside Sales Manager
Qualite Sports Lighting, LLC.
850.842.1691 | mkiker@qualite.com

LITTLE LEAGUE® LIGHTING STANDARDS CHECKLIST
DESIGN SUBMITTAL DATA CHECKLIST AND CERTIFICATION

This form will assist you in comparing proposals from various lighting manufacturers. All items listed below should comply with your project's specifications and be submitted according to your pre-bid submittal requirements.

Included	Tab	Item	Description
Yes	**A**	Letter/Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
Yes	**B**	On Field Lighting Design	Lighting design drawing(s) showing: a. Field name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to home plate. Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of meter above field surface should be 36 inches e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor. f. Manufacturers shall provide constant light level or provide both initial and maintained light scans using a maximum 0.65 Recoverable Light Loss Factor and lamp replacement interval at 3000 hours to calculate maintained values as shown in section 1.1.B.2.
Yes	**C**	Off Field Lighting Design	Lighting design drawings showing spill light levels in footcandles and candela as specified.
Yes	**D**	Photometric Report (glare concerns only)	Provide photometric report for a typical luminaire used showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
Yes	**E**	Life Cycle Cost calculation	Document life cycle cost calculations as defined on the Life-Cycle Operating Cost Evaluation. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 10 Years.
Yes	**F**	Luminaire Aiming Summary	Document showing each luminaire's aiming angle and the poles on which the luminaries are mounted. Each aiming point shall identify the type of luminaire.
Yes	**G**	Structural Calculations (if required)	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar, and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer licensed in the state where the project is located.
Yes	**H**	Control and Monitoring (if required)	Manufacturer shall provide datasheet or schematics for automated control system to include monitoring. They shall also provide examples of system reporting, and access for user groups to operate the system.
No	**I**	Electrical distribution plans	If bidding a system other than the base design, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels, and wire sizing, signed by a licensed Electrical Engineer in the state where the project is located.
Yes	**J**	Performance Guarantee	Provide written guarantee of illumination levels, including a commitment to undertake all corrections required to meet the performance noted in these specifications at no expense to the owner. Light levels must be guaranteed per the number of years specified.
Yes	**K**	Warranty	Provide written warranty information including all terms and conditions.
Yes	**L**	Project References	Manufacturer to provide a list of project references of similar products completed within the past three years.
Yes	**M**	Product Information	Complete set of product brochures for all components, including a complete parts list and UL Listings.
Yes	**N**	Non-Compliance	Manufacturer shall list all items that do not comply with Little League Lighting Standards.
Yes	**O**	Compliance	Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance

Manufacturer: Qualite Sports Lighting **Signature:** 

Contact Name: Michael Kiker **Date:** 11 / 06/ 20204

7705 Winegard Road, Orlando, FL 32809
* P: 800.933.9741 * F: 517.439.1194 *
* E: info@qualite.com * www.qualite.com *



Capability Statement

Sports lighting manufacture, designer, product installer.

Thirty-five-year history of creating products and applications specific to sports and large area lighting projects.

Differentiators

Qualite's R & D department has designed and Qualite produces all systems in the USA at our Hillsdale, MI factory. Qualite is Florida-licensed electrical contractor and routinely installs poles and lights for projects. Qualite's Edison Award-winning QLED GameChanger Lighting System™ carries a 25-year parts, warranty and light level guarantee. The system's wireless controls comes standard with instant on/off; unlimited dimming capabilities; individual control per pole, field or complex; scheduling; and programming out to five (5) years in advance.
We have our own dedicated crews for service, and we are able to monitor our systems wirelessly from the factory. Our standard remote driver cabinet keeps 95% of all service issues at step ladder height so no need trucks for driving around fields.

Past Performance Florida

Over the last 35 years, there have been hundreds of Qualite applications installed in Florida.
In the very recent past, our LED GameChanger Installations in Florida include:

1. City of Wellington (4 soccer, 8 tennis and 3 basketball)
2. Panama City Sports Complex (13 fields)
3. South Walton County Park (7 fields)
4. Big Corkscrew Regional Park, Naples, FL (7 fields, 10 sport courts, large pool area)
5. Top Golf (8 Florida locations)
6. Lake Nona Volleyball Complex
7. Avicenna International Soccer Complex, Ocala, FL
8. South Walton High School, Santa Rosa Beach, FL
9. City of Wilton Manors Baseball
10. Tommy Oliver Stadium, Panama City, FL
11. Cardinal Gibbons High School, Fort Lauderdale, FL
12. Arnold High School, Panama City Beach, FL

Company Data

* Qualite is a Florida-licensed electrical contractor, #EC0003007
* BuyBoard Cooperative Purchasing: www.buboard.com Contract # 512-18
* TIPS-USA: The Interlocal Purchasing System www.tips-usa.com.
  Contracts: Trades, Labor and Materials, 170201;
  Lighting Systems Parts and Installation , 18060201 and 18060202
* NAICS 335122, 335129



Contacts

Customer Concierge: Whitney Johnson, 517.610.5808 **Sales:** Michael Kiker, 850.842.1691
Warranty and Emergency Services: Chris Parks, 517.510.5703

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B

On/Off Field Lighting Design

Calculation Summary									
Project: 23162D1-A (DESTIN MORGANS SPORTS CENTER LIGHTING)									
Label	Units	Avg	Max	Min	Max/Min	CV	UG	# Pts	Pt Spacing
AMBERJACK - INFIELD	Fc	50.8	60.5	40.6	1.49	0.13	1.44	25	25 X 25
AMBERJACK - OUTFIELD	Fc	31.4	41.5	20.6	2.01	0.18	1.85	103	25 X 25
BARRACUDA - INFIELD	Fc	53.6	63.4	43.2	1.47	0.12	1.39	25	25 X 25
BARRACUDA - OUTFIELD	Fc	30.6	45.0	22.7	1.98	0.16	1.52	98	25 X 25
COBIA - INFIELD	Fc	50.0	59.1	39.1	1.51	0.14	1.37	25	25 X 25
COBIA - OUTFIELD	Fc	30.5	41.9	22.1	1.90	0.17	1.74	105	25 X 25
DOLPHIN - INFIELD	Fc	50.9	60.1	40.2	1.50	0.10	1.33	25	25 X 25
DOLPHIN - OUTFIELD	Fc	30.0	41.0	20.8	1.97	0.19	1.71	104	25 X 25
FLOUNDER - INFIELD	Fc	50.1	60.8	41.2	1.48	0.11	1.30	25	20 X 20
FLOUNDER - OUTFIELD	Fc	30.4	40.6	19.9	2.04	0.20	1.93	71	20 X 20
GROUPER - INFIELD	Fc	50.7	61.4	38.7	1.59	0.11	1.27	25	20 X 20
GROUPER - OUTFIELD	Fc	31.9	40.5	20.0	2.03	0.14	1.65	72	20 X 20
SOCCER FIELD 1	Fc	35.2	43.0	26.2	1.64	0.13	1.52	104	25 X 25
SOCCER FIELD 2	Fc	36.6	44.9	29.3	1.53	0.12	1.40	104	25 X 25
SOCCER FIELD 3	Fc	37.7	47.0	30.3	1.55	0.12	1.52	104	25 X 25

TOTAL Luminaire Schedule					
Symbol	Qty	Description	Tag	Watts	Total Watts
	7	P1C MH: 20'	RAB: ALED-2T-80W-3K	81	567
	22	P1B MH: 20'	RAB: ALED-2T-60W-3K	60	1320
	3	P1A MH: 20'	RAB: ALED-4T-80W-3K	82	246
	16	P2A MH: 20'	RAB: ALED-5T-60W-3K	60	1920
	6	P2B MH: 20'	RAB: ALED-5T-80W-3K	82	984
	28	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	37240
	40	GC 1300 N2WWW	GEN 4 LARGE	1330	53200
	92	GC 1300 N4W-33	GEN 4 LARGE	1330	122360
	3	GC 1300 N5V-33	GEN 4 LARGE VISORED	1330	3990
	47	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	62510
	1	GC 600 N6V-33	GEN 4 SMALL VISORED	670	670

KW PER POLE	
Project: SOFTBALL FIELDS	
Label	KW
A1	7.98
A2	9.31
A3	7.98
A4	10.64
B1	15.96
B2	15.96
B3	15.96
B4	17.29
C1	5.32
C2	5.32
C3	5.32
C4	5.32
C5	5.32
C6	5.32
C7	5.32
C8	5.32
TOTAL SOFTBALL	143.64

KW PER POLE	
Project: SOCCER FIELDS	
Label	KW
S01	7.98
S02	7.98
S03	7.98
S04	7.98
S05	15.96
S06	7.98
S07	7.98
S08	15.96
S09	7.98
S10	7.98
TOTAL SOCCER	95.76

KW PER POLE	
Project: LITTLE LEAGUE	
Label	KW
A5	2.66
A6	5.32
A7	2.66
A8	5.32
C09	5.99
C10	5.32
C11	6.65
C12	6.65
TOTAL LL	40.57

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JOB NAME: **DESTIN MORGAN SPORTS CENTER LIGHTING**

LOCATION: **DESTIN, FL**

REF# QL-23162 REV: D2-A

DESIGNER: PDR DATE: 11/6/2024

FIELD LIGHTS ON

Calculation Summary								
Project: PARKING - EAST								
Label	Units	Avg	Max	Min	Max/Min	CV	# Pts	Pt Spacing
DRIVE TO EAST PARKING	Fc	3.38	6.5	1.1	5.910	0.450	140	10 X 10
EAST PARKING	Fc	3.87	8.7	1.7	5.120	0.310	719	10 X 10

Calculation Summary								
Project: PARKING - WEST								
Label	Units	Avg	Max	Min	Max/Min	CV	# Pts	Pt Spacing
DRIVE TO WEST PARKING	Fc	5.98	10.3	1.8	5.720	0.350	49	10 X 10
WEST PARKING	Fc	4.74	10.6	1.6	6.630	0.350	513	10 X 10

FIELD LIGHTS OFF

Calculation Summary								
Project: PARKING - EAST								
Label	Units	Avg	Max	Min	Max/Min	CV	# Pts	Pt Spacing
DRIVE TO EAST PARKING	Fc	3.14	6.2	1.0	6.200	0.470	140	10 X 10
EAST PARKING	Fc	3.23	7.0	1.4	5.000	0.300	719	10 X 10

Calculation Summary								
Project: PARKING - WEST								
Label	Units	Avg	Max	Min	Max/Min	CV	# Pts	Pt Spacing
DRIVE TO WEST PARKING	Fc	3.25	7.3	1.0	7.300	0.540	49	10 X 10
WEST PARKING	Fc	3.89	8.1	1.2	6.750	0.370	513	10 X 10

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JOB NAME: **DESTIN MORGAN SPORTS CENTER LIGHTING**

LOCATION: **DESTIN, FL**

REF# QL-23162 REV: D2-A

DESIGNER: PDR DATE: 11/6/2024

TOTAL Luminaire Schedule					
Project: A1 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	3	GC 1300 N2WWW	GEN 4 LARGE	1330	3990
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	1330

TOTAL Luminaire Schedule					
Project: A2 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N4W-33	GEN 4 LARGE	1330	2660
	1	GC 1300 N5V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: A3 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	3	GC 1300 N4W-33	GEN 4 LARGE	1330	3990
	1	GC 1300 N5V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: A4 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2WWW	GEN 4 LARGE	1330	1330
	6	GC 1300 N4W-33	GEN 4 LARGE	1330	7980
	1	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	1330

TOTAL Luminaire Schedule					
Project: B1 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	2	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	2660
	1	GC 1300 N2WWW	GEN 4 LARGE	1330	1330
	9	GC 1300 N4W-33	GEN 4 LARGE	1330	11970

TOTAL Luminaire Schedule					
Project: B2 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	5	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	6650
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	5	GC 1300 N4W-33	GEN 4 LARGE	1330	6650

TOTAL Luminaire Schedule					
Project: A5 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N5V-33	GEN 4 LARGE VISORED	1330	1330
	1	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	1330

TOTAL Luminaire Schedule					
Project: A6 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

TOTAL Luminaire Schedule					
Project: A7 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	1330

TOTAL Luminaire Schedule					
Project: A8 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

TOTAL Luminaire Schedule					
Project: B3 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	2	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	2660
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	8	GC 1300 N4W-33	GEN 4 LARGE	1330	10640

TOTAL Luminaire Schedule					
Project: B4 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	3	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	3990
	1	GC 1300 N2WWW	GEN 4 LARGE	1330	1330
	9	GC 1300 N4W-33	GEN 4 LARGE	1330	11970

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JOB NAME: **DESTIN MORGAN SPORTS CENTER LIGHTING**

LOCATION: **DESTIN, FL**

REF# QL-23162 REV: D2-A

DESIGNER: PDR DATE: 11/6/2024

TOTAL Luminaire Schedule					
Project: C1 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	3	GC 1300 N4W-33	GEN 4 LARGE	1330	3990
	1	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	1330

TOTAL Luminaire Schedule					
Project: C2 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	2	GC 1300 N4W-33	GEN 4 LARGE	1330	2660
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: C3 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	3	GC 1300 N4W-33	GEN 4 LARGE	1330	3990

TOTAL Luminaire Schedule					
Project: C4 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

TOTAL Luminaire Schedule					
Project: C5 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

TOTAL Luminaire Schedule					
Project: C6 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

TOTAL Luminaire Schedule					
Project: C7 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	2	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	1330

TOTAL Luminaire Schedule					
Project: C8 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	1330

TOTAL Luminaire Schedule					
Project: C9 60'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660
	1	GC 600 N6V-33	GEN 4 SMALL VISORED	670	670

TOTAL Luminaire Schedule					
Project: S1 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: S2 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: S3 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

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JOB NAME: **DESTIN MORGAN SPORTS CENTER LIGHTING**

LOCATION: **DESTIN, FL**

REF# QL-23162 REV: D2-A

DESIGNER: PDR DATE: 11/6/2024

TOTAL Luminaire Schedule					
Project: S4 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: S5 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	6	GC 1300 N2WWW	GEN 4 LARGE	1330	7980
	2	GC 1300 N4W-33	GEN 4 LARGE	1330	2660
	4	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	5320

TOTAL Luminaire Schedule					
Project: S6 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: S7 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	2	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	2660

TOTAL Luminaire Schedule					
Project: S8 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	6	GC 1300 N2WWW	GEN 4 LARGE	1330	7980
	2	GC 1300 N4W-33	GEN 4 LARGE	1330	2660
	4	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	5320

TOTAL Luminaire Schedule					
Project: S9 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	3	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	3990

TOTAL Luminaire Schedule					
Project: S10 70'					
Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	1330
	2	GC 1300 N2WWW	GEN 4 LARGE	1330	2660
	3	GC 1300 N6V-33	GEN 4 LARGE VISORED	1330	3990

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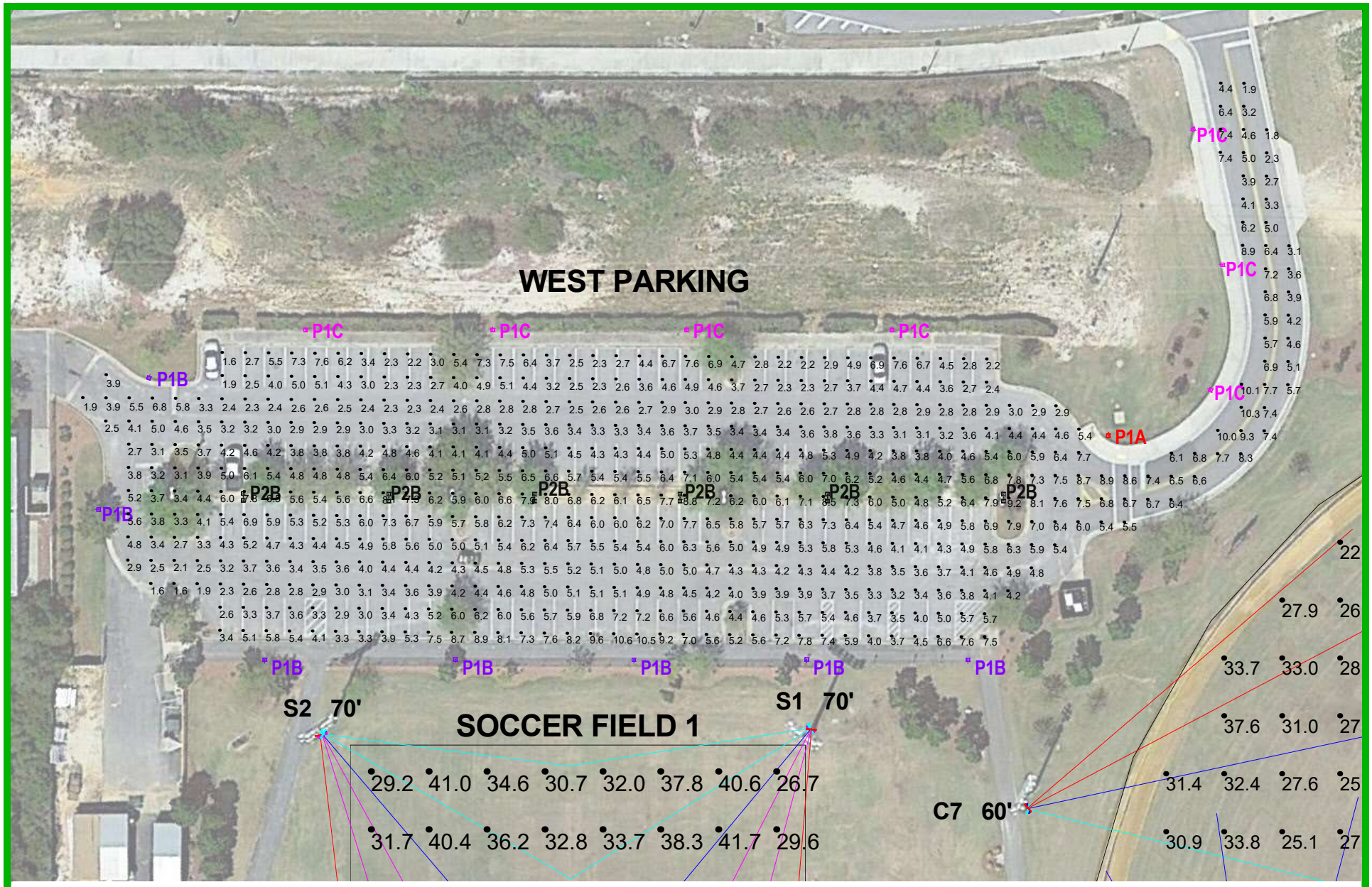
Qualite
SPORTS LIGHTING, LLC
WWW.QUALITE.COM

JOB NAME: **DESTIN MORGAN SPORTS CENTER LIGHTING**

LOCATION: **DESTIN, FL**

REF# QL-23162 REV: D2-A

DESIGNER: PDR DATE: 11/6/2024



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LOCATION: **DESTIN, FL**

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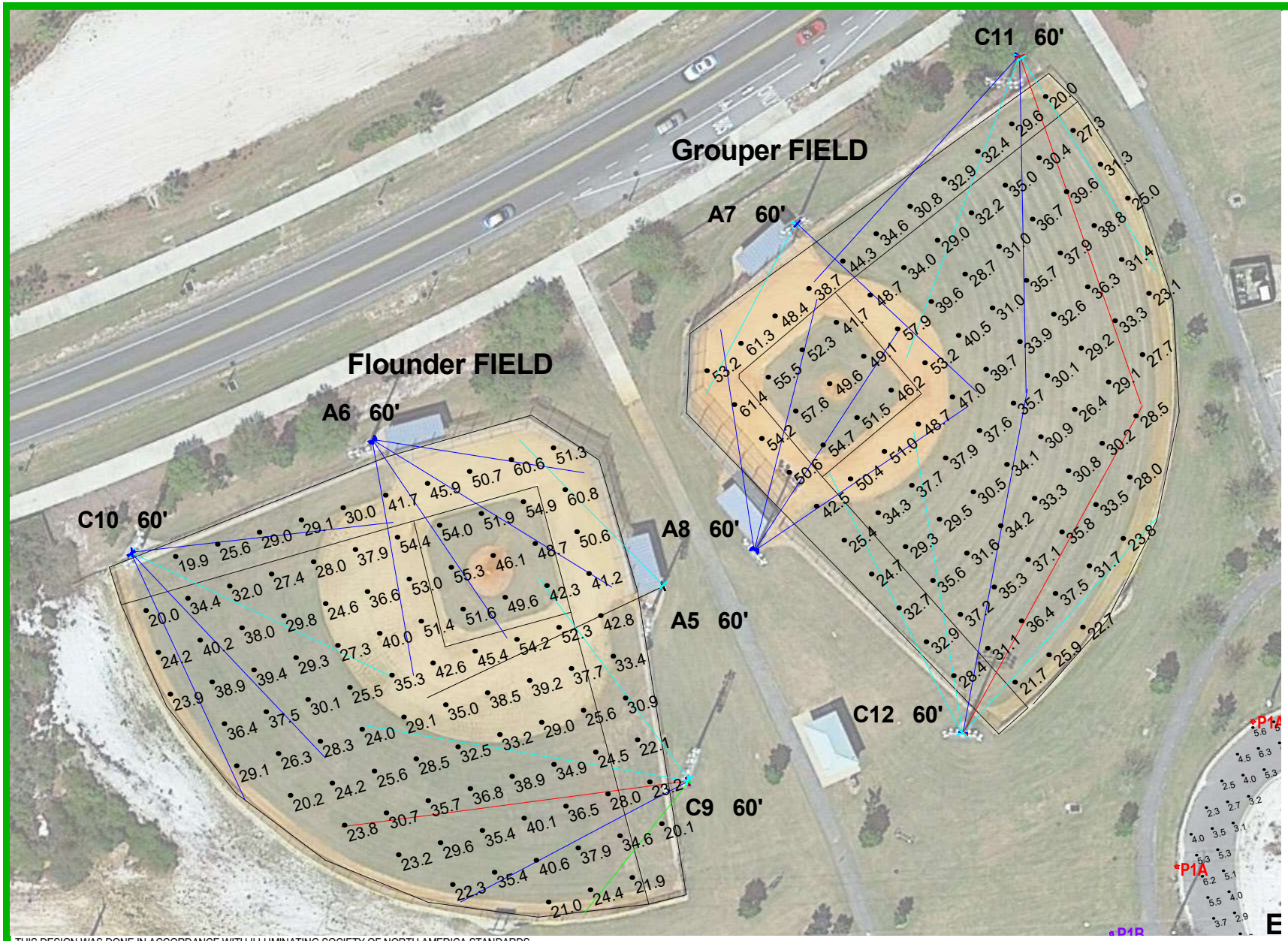
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LOCATION: **DESTIN, FL**

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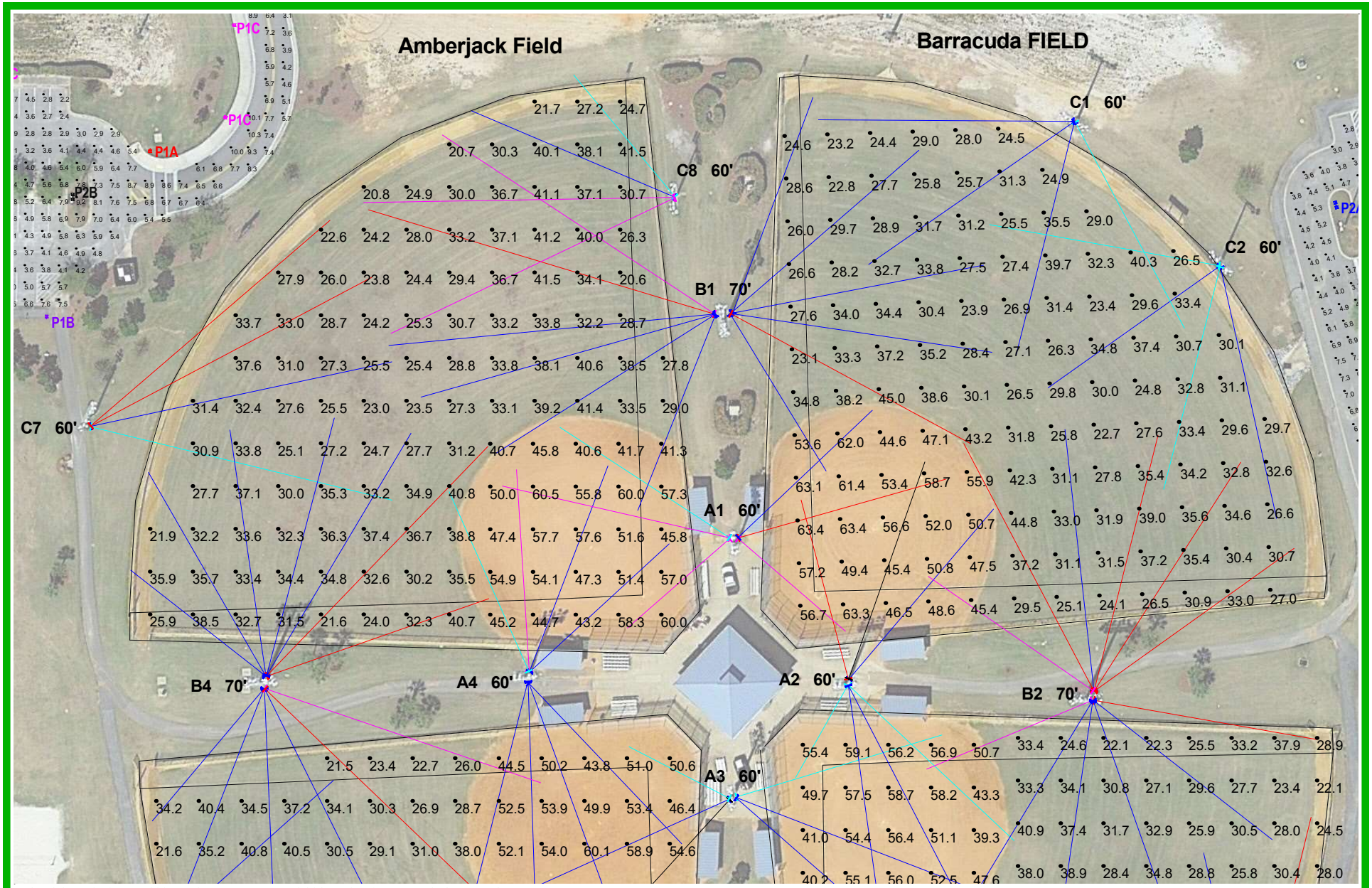
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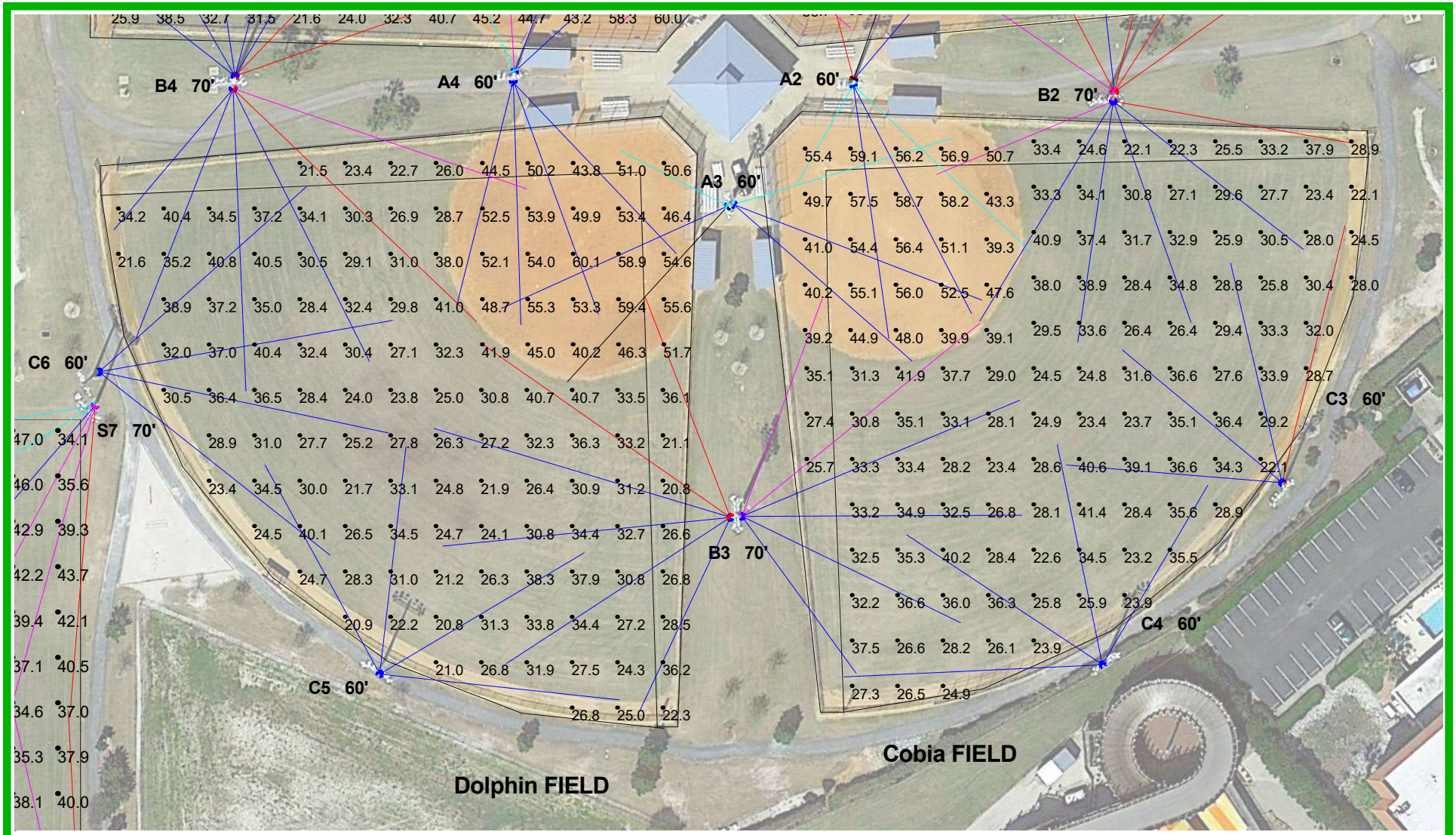
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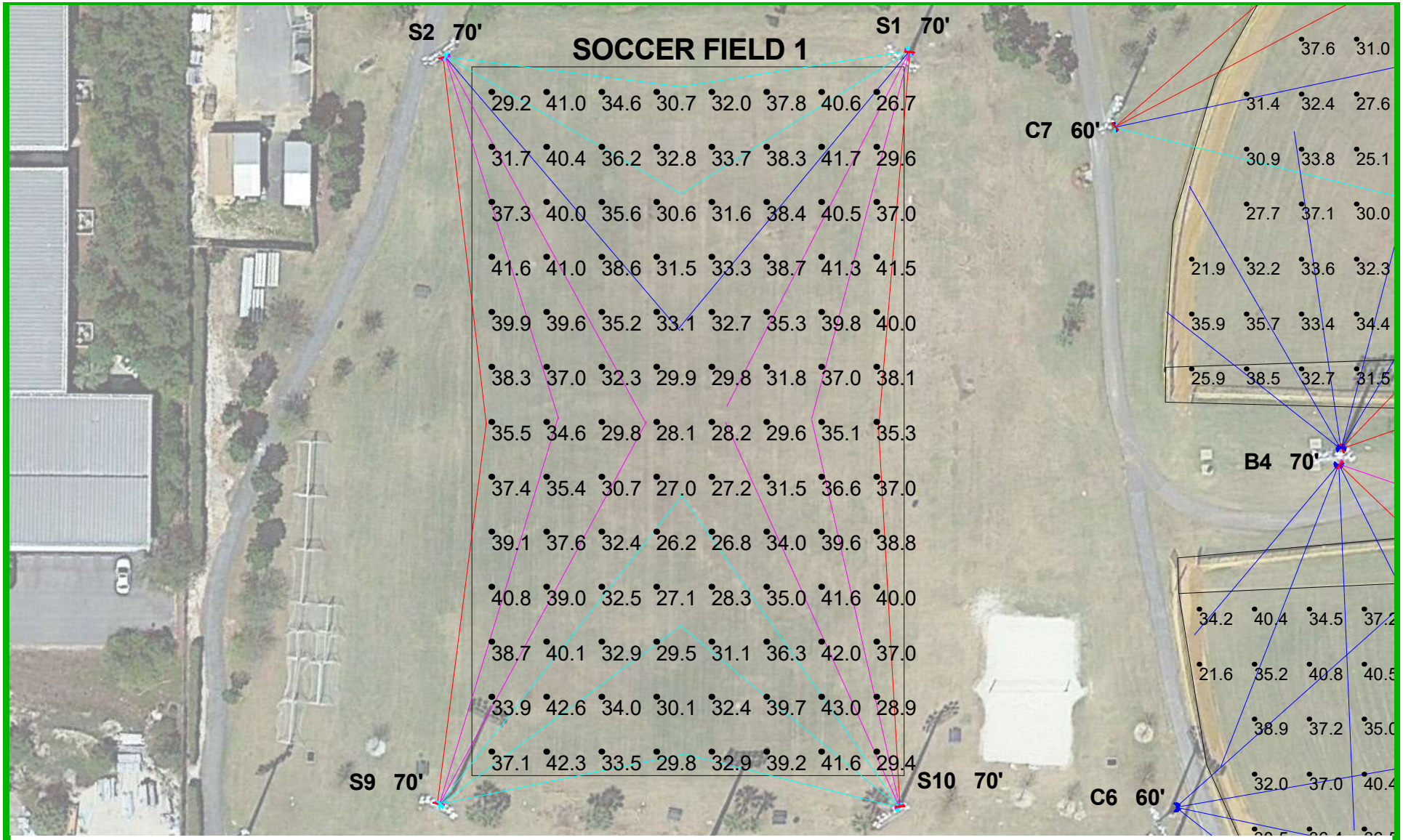
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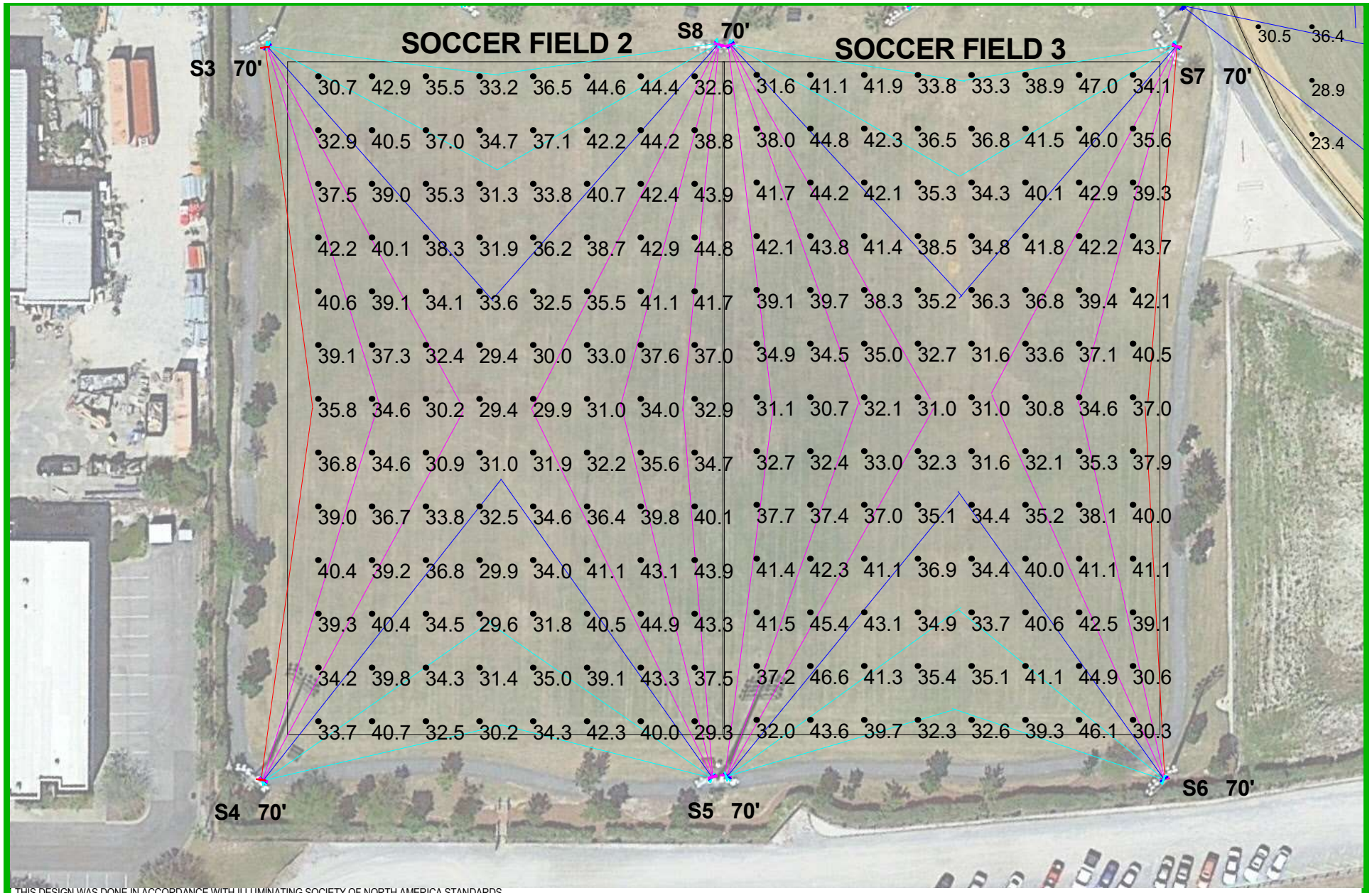
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Qualite
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JOB NAME: **DESTIN MORGAN SPORTS CENTER LIGHTING**

LOCATION: **DESTIN, FL**

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Qualite
SPORTS LIGHTING, LLC

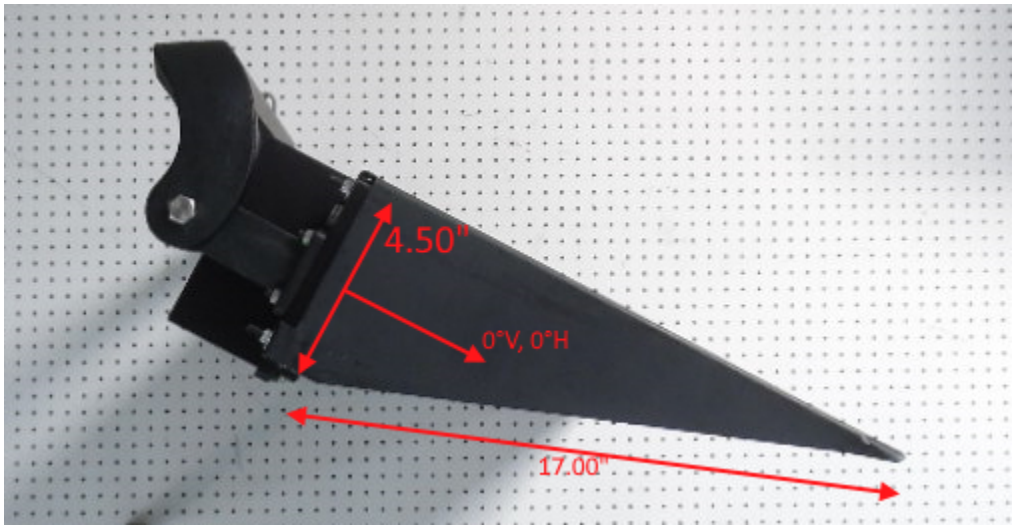
C

Photometric Report

Report of Test

LLIA002129-001

Catalog Number: N2-3.3-V
Aluminum housing and heatsink fins, two molded plastic lens frames.
Formed matte black steel visor with specular hammertone aluminum visor.
198 white LEDs with silicone optics in front of each. Aimed approximately 30 degrees below horizon.
Two Inventronics ESM-680S350MT LED drivers labeled as 3290mA each
479.9Vac, 60.00Hz, 2.843A, 1325.7W, 0.972PF, 6.4%THD(i)



Performance Summary

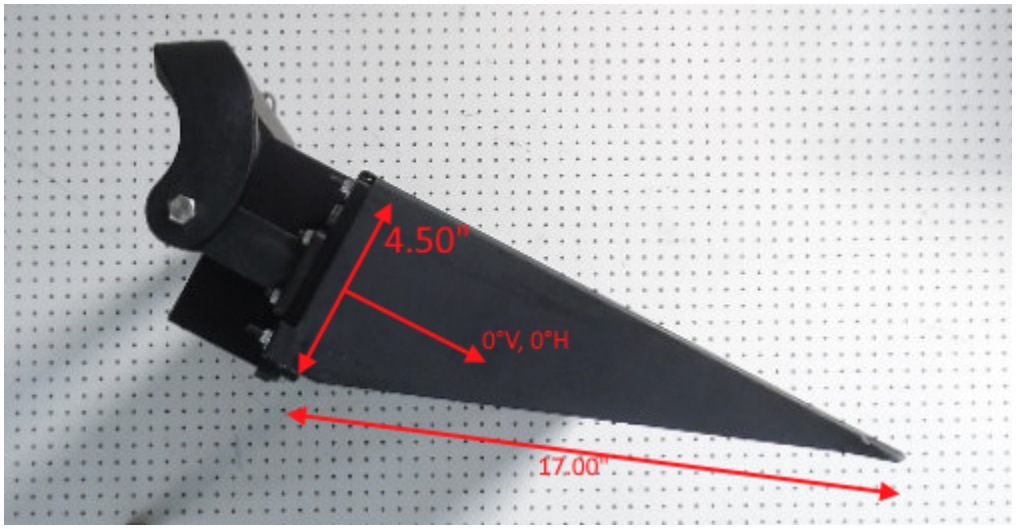
Total Light Output	139389	lm	Illuminance at 10m	11120.0	lux
Luminaire Power	1325.7	W	Beam Distance	2109.0 Meters (to 0.25 lux)	
Luminous Efficacy	105.1	lm/W			
Beam Spread (50%)	15.6° V x 17.2° H		Maximum Intensity	1112000	cd
Field Spread (10%)	34.2° V x 37.0° H				
NEMA Type	3H x 3V				

PREPARED FOR : Qualite Sports Lighting, 215 West Mechanic St, Hillsdale, MI 49242, USA

Report of Test

LLIA002129-008

Catalog Number: N5-2.9-V
Aluminum housing and heatsink fins, two molded plastic lens frames.
Formed matte black steel visor with specular hammertone aluminum visor.
198 white LEDs with silicone optics in front of each. Aimed approximately 30 degrees below horizon.
Two Inventronics ESM-680S350MT LED drivers labeled as 2905mA each
479.9Vac, 60.00Hz, 2.519A, 1167.0W, 0.965PF, 6.7%THD(i)



Performance Summary

Total Light Output	121864	lm	Illuminance at 10m		4768.0 lux
Luminaire Power	1167.0	W	Beam Distance		1381.0 Meters (to 0.25 lux)
Luminous Efficacy	104.4	lm/W			
Beam Spread (50%)	22.3° V x 28.9° H		Maximum Intensity		476800.0 cd
Field Spread (10%)	49.2° V x 61.4° H				
NEMA Type	4H x 4V				

PREPARED FOR : Qualite Sports Lighting, 215 West Mechanic St, Hillsdale, MI 49242, USA

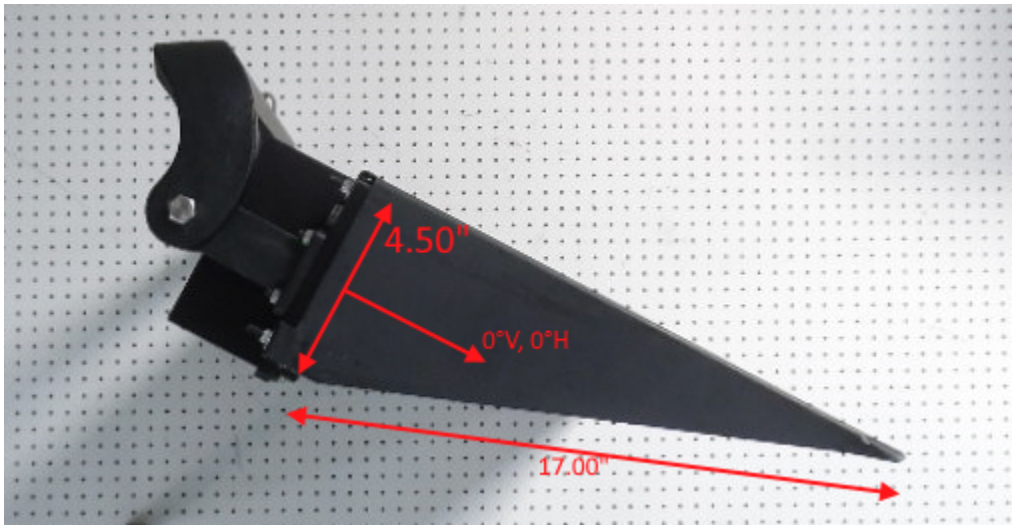
North America (issuing laboratory)
LightLab International Allentown, LLC
905 Harrison Street, Suite 135
Allentown, PA 18103 USA
Ph: +1 484-273-0705
Fx: +1 484-209-5779
www.lightlaballentown.com

Australasia & S.E. Asia
LightLab International
50 Redcliffe Gardens Drive
Clontarf - Queensland, 4019, Australia
Ph : +61 7 3283 7862
Fx : +61 7 3283 8751
www.lightlabint.com

Report of Test

LLIA002129-009

Catalog Number: N6-2.9-V
Aluminum housing and heatsink fins, two molded plastic lens frames.
Formed matte black steel visor with specular hammertone aluminum visor.
198 white LEDs with silicone optics in front of each. Aimed approximately 30 degrees below horizon.
Two Inventronics ESM-680S350MT LED drivers labeled as 2905mA each
479.9Vac, 60.00Hz, 2.504A, 1159.6W, 0.965PF, 6.7%THD(i)



Performance Summary

Total Light Output	102977	lm	Illuminance at 10m		3059.0 lux
Luminaire Power	1159.6	W	Beam Distance		1106.2 Meters (to 0.25 lux)
Luminous Efficacy	88.8	lm/W			
Beam Spread (50%)	29.1° V x 31.9° H		Maximum Intensity		305900.0 cd
Field Spread (10%)	60.5° V x 65.3° H				
NEMA Type	4H x 4V				

PREPARED FOR : Qualite Sports Lighting, 215 West Mechanic St, Hillsdale, MI 49242, USA

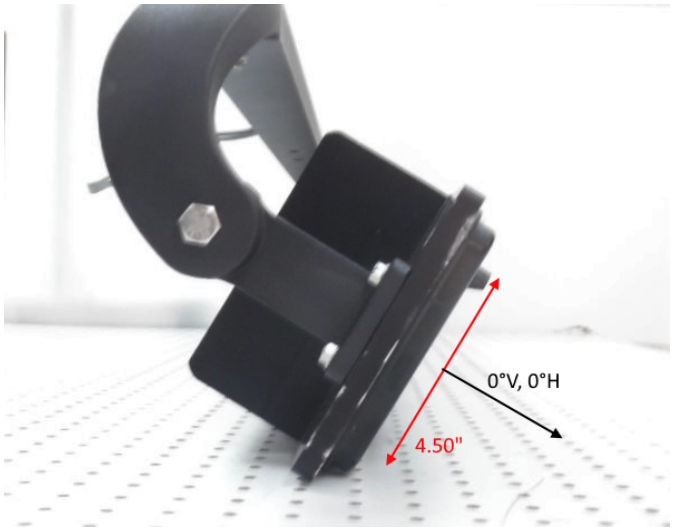
LightLab INTERNATIONAL ALLENTOWN LLC

NVLAP TESTING Lab Code: 201079-0

Report of Test

LLIA002019-007

Catalog Number: N4W-3.3
Aluminum housing and heatsink fins, two molded plastic lens frames.
198 white LEDs with silicone optics in front of each. Only 99 LEDs energized for testing
Aimed approximately 30 degrees below horizon.
One Inventronics ESM-680S350MT LED driver labeled as 3290mA
479.8Vac, 60.00Hz, 1.423A, 663.0W, 0.971PF, 6.3%THD(i)



Performance Summary

Total Light Output	66959	lm	Illuminance at 10m	3304.0 lux
Luminaire Power	663.0	W	Beam Distance	1149.6 Meters (to 0.25 lux)
Luminous Efficacy	101.0	lm/W		
Beam Spread (50%)	17.7° V x 16.7° H		Maximum Intensity	330400 cd
Field Spread (10%)	54.9° V x 43.6° H			
NEMA Type	3H x 4V			

PREPARED FOR : Qualite Sports Lighting, 215 West Mechanic St, Hillsdale, MI 49242, USA

North America (issuing laboratory)
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Ph: +1 484-273-0705
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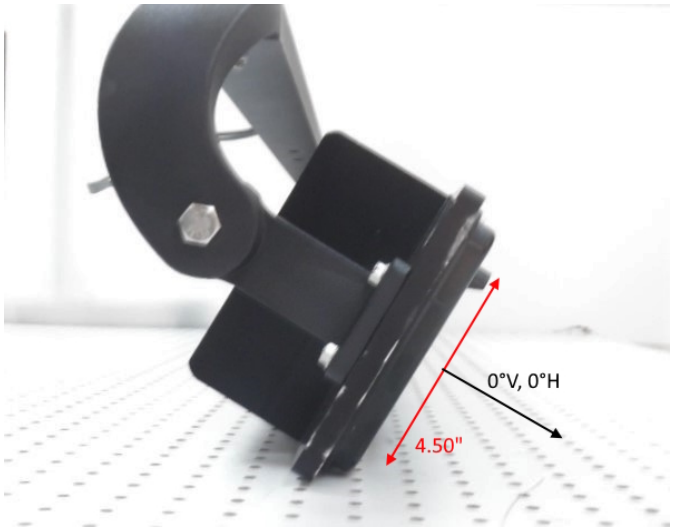
LightLab INTERNATIONAL ALLENTOWN LLC

NVLAP TESTING Lab Code: 201079-0

Report of Test

LLIA002019-001

Catalog Number: N2-3.3
Aluminum housing and heatsink fins, two molded plastic lens frames.
198 white LEDs with silicone optics in front of each.
Aimed approximately 30 degrees below horizon.
Two Inventronics ESM-680S350MT LED drivers labeled as 3290mA each
479.4Vac, 60.00Hz, 2.834A, 1320.1W, 0.972PF, 6.1%THD(i)



Performance Summary

Total Light Output	143827	lm	Illuminance at 10m	10230.30	lux
Luminaire Power	1320.1	W	Beam Distance	2022.9 Meters (to 0.25 lux)	
Luminous Efficacy	109.0	lm/W			
Beam Spread (50%)	15.6° V x 17.5° H		Maximum Intensity	1023000	cd
Field Spread (10%)	39.0° V x 37.9° H				
NEMA Type	3H x 3V				

PREPARED FOR : Qualite Sports Lighting, 215 West Mechanic St, Hillsdale, MI 49242, USA

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Qualite
SPORTS LIGHTING, LLC

D

Pricing Proposal Sheet

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: Qualite Sports Lighting, LLC.

Address: 215 W. Mechanic St.

City & State: Hillsdale, MI Zip Code: 49242

Telephone: ( ) 850.842.1691 E-mail: mkiker@qualite.com Fax: ( ) 517.437.3146

Number of Years in Business: 38 Contact Name Michael Kiker

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ 729,426
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ 354,499
Replacement/retrofit of lighting for two (2) parking lot areas	$ 374,459
10 year Warranty Service	$ 0

Qualite's 25- Year Warranty is included in this proposal

If all field construction is completed at once, we would be happy to offer a discount price of a total **$1,316,352**

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Michael Kiker
(Print or Type)

Signature: Michael Kiker

Date of Bid: Nov. 26th, 2024

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Qualite
SPORTS LIGHTING, LLC

E

Completed Bid Forms

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: Qualite Sports Lighting, LLC Partnership ☐

Address: 215 W. Mechanic Rd Individual ☐

City, State, Zip: Hillsdale, MI 49242 Other ☐

Telephone No.: 800.933.9741 ext: 1725

Email: mkiker@qualite.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   Qualite Sports Lighting, LLC.

   The address of the principal place of business is:

   215 W. Mechanic Rd., Hillsdale, MI 49242

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:
_____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____ _____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

June 1st, 2011 in the state of Delaware

Limited Liability Company

M. Eric Boorom, Managing Member and Founder

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

38 Years

Under what other former names has your organization operated?

N/A

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

See attached information in section "G"

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See Resumes Attached
In Section "N" About Qualite

10. State the name of the individual who will have personal supervision of the work:

Robert Denning

11. State the name and address of attorney, if any, for the business of the responsive bidder:

John Rolecki - Grand Rapids, MI Varnum LLP

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Eric Boorom

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

_____

_____

_____

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	***No. 7***
b.	Non-Governmental Related Work	***No. 7***
	Total Work (a +b):	***No. 8***

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
1st Source Bank	- 100 N Michigan St. 4th Floor - South Bend, IN	*574.235.2093*

16. What will be your turnaround time for written responses to City inquires?

We will respond to questions, as fast as possible and to the best of our ability.

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute. N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Mike Kirk

(Title) Sales Manager

Subscribed and sworn to before me

This 20 day of November, 20 24

Amanda Tabbert

Notary Public (Signature)

AMANDA TABBERT
NOTARY PUBLIC - STATE OF MICHIGAN
County of Hillsdale
My Commission Expires July 29, 2030
Acting in the County of Hillsdale

My Commission Expires: July 29, 2030

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Qualite Sports Lighting, LLC Principal, and as Surety, are hereby held and firmly bound unto the **Citv of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) $1,316,352 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 22nd day of November, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 2.2 All bids are rejected by Owner, or
   - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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



Principal (Print Full Name):	Surety (Print Full Name):
_____	The Hanover Insurance Company
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: Shannon Herman
	Signature (attach power of attorney)
Title: _____	Title: Attorney-in-Fact
Attest: _____	Attest: Andrea Masters
Signature and Title	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kyle O'Malley, Ric Walton, Shannon Henman, and/or Patrick Hitchingham

Of **Walton Insurance Group of Jackson, MI** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 ($10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **19th** day of **April, 2024.**

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this **19th** day of **April 2024** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

Wendy Latournes
Notary Public, State of Connecticut
My Commission Expires July 31, 2025

Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _22nd__ day of _November_____ 2024_____.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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 **Destin Morgan Sports Center Lighting**

2. This sworn statement is submitted by **Qualite Sports Lighting, LLC** whose business address is **215 W. Mechanic Rd. Hillsdale, MI 49242**

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 **Michael Kiker** and my relationship to the entity named above is **Sales Manager**

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)

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

__X__ 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)

__X__ 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)

__X__ 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.)

Mike Kik
(Signature)

Date: Nov 20th, 2024

STATE OF ~~FLORIDA~~ **Michigan**
COUNTY OF **Hillsdale**

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 20 day of November, 2024, and is personally known to me, or has provided as identification.

Amanda Tabbert
Notary Public

My Commission expires: July 29, 2030

END OF SECTION

AMANDA TABBERT
NOTARY PUBLIC - STATE OF MICHIGAN
County of Hillsdale
My Commission Expires July 29, 2030
Acting in the County of Hillsdale

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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: **Qualite Sports Lighting, LLC.**

ADDRESS: **215 W. Mechanic Rd.**

CITY: **Hillsdale** STATE: **MI** ZIP CODE: **49242**

TELEPHONE NUMBER: **800.933.9741 ext:1726**

SIGNATURE:  DATE: **11- -2024**

NAME (TYPED OR PRINTED): **Michael Kiker**

TITLE: **Sales Manager**

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I **Michael Kiker** (insert name) as **Sales Manager** (insert title) on behalf of **Qualite Sports Lighting,LLC.** (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. **Qualite Sports Lighting,LLC.** (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, **Qualite Sports Lighting,LLC.** (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: **Michael Kiker**
Title: **Sales Manager**
Nongovernmental entity: **Qualite Sports Lighting, LLC.**
Date: 11-20-2024

STATE OF **Michigan**
COUNTY OF **Hillsdale**

SWORN TO AND SUBSCRIBED before me ____ in person or X remote notarization by Michael Kiker as Sales Manager on behalf of Qualite Sports Lighting, LLC, who is personally known to me or who produced US Passport as identification this 20 day of November, 2024.

Notary Public

(Notary Seal)

AMANDA TABBERT
NOTARY PUBLIC - STATE OF MICHIGAN
County of Hillsdale
My Commission Expires July 29, 2030
Acting in the County of Hillsdale

RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Qualite Sports Lighting, LLC.
Bidder's Company Name

215 W. Mechanic Rd.

Hillsdale, MI 49242
Address

800.933.9741
Phone #

45-2485854
Federal ID # or SS #

Authorized Signature

Michael Kiker
Authorized Signatory (Print Name)

Sales Manager
Title

517.437.3146
Fax #

Qualite
SPORTS LIGHTING, LLC

F

Proof of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2024

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

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

PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	**CONTACT NAME:** Shannon Henman **PHONE (A/C, No, Ext):** (517) 787-2600 **FAX (A/C, No):** (517) 787-3857 **E-MAIL ADDRESS:** shenman@waltoninsurancegroup.com
INSURED Qualite Sports Lighting 215 W. Mechanic St. Hillsdale MI 49242	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hanover Insurance Company **INSURER B :** Allmerica Financial Alliance Ins. Co — 11705 **INSURER C :** Citizens Insurance of America — 31534 **INSURER D :** CompWest Insurance Co — 12177 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master Qualite **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: Mfg. E/O	Y		ZHH J002969-02	05/15/2024	05/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG E/O	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AWH J003554-02	05/15/2024	05/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			U7H J003035-02	05/15/2024	05/15/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100050982	05/15/2024	05/15/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased or Rented Equipment			ZHH J002969-02	05/15/2024	05/15/2025		$500,000

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

Project: Morgan Sports Center 4200 Indian Bayou Trail, Destin, FL 32541

City of Destin is included as additional insured by written contract for general liability coverage. 30 day notice of cancellation is included.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Qualite
SPORTS LIGHTING, LLC

G

Proof of Licensing and Certificates

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC13012730 ISSUED: 08/17/2024
CERTIFIED ELECTRICAL CONTRACTOR
DENNING, ROBERT JOHN
QUALITE SPORTS LIGHTING, LLC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER: EC13012730 **EXPIRATION DATE: AUGUST 31, 2026**

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

DENNING, ROBERT JOHN
QUALITE SPORTS LIGHTING, LLC
215 W MECHANIC STREET
HILLSDALE MI 49242

ISSUED: 08/17/2024

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.

State of Florida
Department of State

I certify from the records of this office that QUALITE SPORTS LIGHTING, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on November 2, 2018.

The document number of this limited liability company is M18000009942.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 2, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of February, 2024

Secretary of State

Tracking Number: 7268727628CC

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

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

Qualite
SPORTS LIGHTING, LLC

H

Addendum

ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 24-14-REC
DESTIN MORGAN SPORTS COMPLEX
LIGHTING

November 21, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location of Osprey platforms. Attached.

Clarifications:

1. Lightning rod: grounding- Is this a requirement for the parking lots, too?
   If required by the lightning manufacturer

2. Is there a preferred Eagle nesting platform?
   No

3. RFP note: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
4. Question: Regarding access control; please provide additional details- is this for each site: fields and parking lots?
   Only for the laydown area as needed by the winning bidder.

5. What date can respondents expect to get answers?
   Questions and answers will be provided through an addendum, to plan holders.

6. Will questions and answers be emailed to all respondents?
   Questions and answers will be provided through an addendum, to plan holders.

7. Orion requests a (1) week extension since proposal is to be mailed, received by 11/26 - there is limited time to get answers and then to go back out for material quotes, if needed.
   The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

8. Did the city decide to put eagle nest platforms on all poles or just a few?
   Yes, there are three proposed. Please see attached map.

9. Do you require new wires underground to the poles?
   No, we do not.

10. Who would handle the removal of the existing bird nest(s)?
    The City will remove the remaining nests.

11. Who is responsible for repairs of any fencing, fields, or pavements that could be damaged during installation?
    The winning bidder would be responsible.

12. Do you want the light head for light head installation on the parking lot lights?
    Presuming the "light head" is the hardware connecting the pole with the light fixture, yes.

13. Does each pole require the platforms for the Osprey nests or are there specified poles?
    No. Only three are proposed to have platforms. Please see map for marked locations.

14. The RFB does not specify the location of the drivers for the lighting system. Most manufacturers can provide a remote driver system typically mounted at a height accessible by a ladder for ease of maintenance. Are remote drivers required or preferred?
    Approximately 10' on pole, remote drivers are required.

15. To prevent damage to the sensitive electronic components in modern LED systems, it is common industry standard to require new grounding systems on retrofits of existing poles. What are the grounding requirements for the new LED system?
    As required per lighting manufacturer's specs.

16. The maximum ground resistance per NFPA code is 25 ohms. If new grounding systems are not required, what are the testing requirements for the existing pole grounding? Who is responsible for testing and verifying grounding meets code?
    The winning bidder will be responsible for testing/verifying grounding meets code.

17. The RFB specifies a horizontal footcandle value no more than 0.2 fcs at the property line. Glare is measured in candela. Candela values from LED luminaires can vary greatly from manufacture to manufacture. How will glare be evaluated? What are the candela or glare requirements or values for the new LED system? Will there be candela value requirements at the complex property line?
    Glare impact scans shall be provided from the field edge on a map of the surrounding area and shall be submitted showing the maximum candela until less than 10,000 candela is met.

18. Which poles get osprey platforms? What are the structural requirements for the platforms and will engineered drawings be required?
    See the attached sketch. Yes, platforms must meet the wind code.

The bid opening date remains as Tuesday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Michael Kiker

_____

Print Name



Signature

11-22-2024

Date

Qualite
SPORTS LIGHTING, LLC

I

LifeCycle Cost Calculation

PROJECT: Destin Morgan Sports Center
DESIGN #: 23162
DATE: Nov. 6, 2024

Qualite SPORTS LIGHTING, LLC

Full GC

Fixture Quantity	kW	kWh rate	Annual Usage	Life (years)	Total
210	1.3	$ 0.13000	300	10	$ 106,470.00
Demand Charges					0
Maintenance Cost Not Covered for 10 years					0
Total 10 Year Life-Cycle Operating Cost					$ 106,470.00

Qualite
SPORTS LIGHTING, LLC

J

Warranty

Qualite
SPORTS LIGHTING, LLC

25-YEAR
TOTAL COVERAGE WARRANTY

LED GameChanger™ Lighting System
Sports Lighting Application

Qualite Sports Lighting provides a 25-year "total coverage warranty" to the owner for complete peace of mind at no out-of-pocket cost.

What this warranty covers:
Qualite warrants the GameChanger™ LED Lighting System for 25 years from failure.

All fixtures and or components are covered under this warranty for the full 25 years. All necessary labor, parts, wiring, etc. will be replaced or corrected at Qualite's expense. The use and cost of equipment (cranes, lifts or other heavy construction equipment) is included in this warranty at Qualite's expense.

What is covered and included:

- **Total system coverage, lights, poles, drivers, etc.**
- **All labor**
- **Lifts, crane or other equipment required for repair**
- **All parts will be supplied by Qualite at no cost to owner**
- **Light levels are guaranteed for full 25-year period**
- **Fixture aiming and mounting is guaranteed.**

What is not covered:

- **Acts of God.** (flood, lightning, tornado, etc.)
- **Vandalism**
- **Damage from improper installation**
- **Non-compliant power conditions**

Conditions of Service:

- **Adequate, pre-determined egress/ingress is required for heavy service equipment**
- **Safe working environment for crews**

Response Time:

- **Normal non-emergency service work will be scheduled within owner's requirements**
- **Emergency service response will occur within a 24-hour period**

Notes:

This warranty is intended for normal usage for the GameChanger™ Lighting System that would be installed on a grade school, high school sports venue, charter schools, park and recreation, college level or other venue with normal use considerations. Please contact Qualite Sports Lighting for high or extreme use facilities.

Qualite
SPORTS LIGHTING, LLC

K

Light Level Guarantee

Qualite
SPORTS LIGHTING, LLC

QUALITE PERFORMANCE GUARANTEE

First of all, we would like to thank you for choosing Qualite Sports Lighting for your lighting project.

We are pleased to offer our Edison Award-winning QLED GameChanger™ Sports Lighting System to light your project. Our new LED system uses state-of-the-art technology, is completely manufactured in the United States, and adheres to the high quality standard that Qualite has built its reputation on.

The enclosed layout(s) indicate the guaranteed maximum Kilowatt consumption.

Qualite also guarantees the light levels and uniformities as specified; or per IESNA recommendations, if a performance specification was not provided.

As a pre-aimed, pre-wired system, our guarantee requires proper input voltage and installation. We understand that sometimes unforeseen conditions can dictate layout changes, during installation and we guarantee to react and assist as quickly as possible to help ensure great results for the end user.

This guarantee must exclude mounting to wooden poles; due to their tendency to twist and change the aiming.

Sincerely,

The Qualite Sports Lighting Team

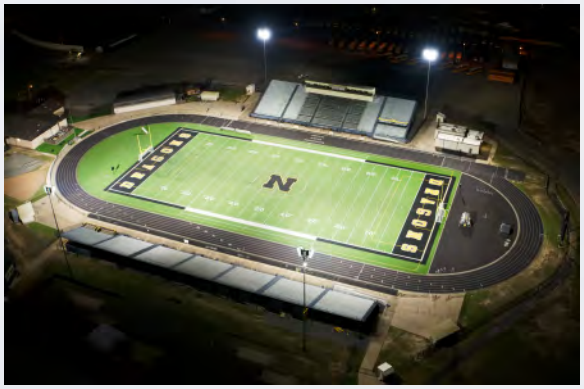
Qualite
SPORTS LIGHTING, LLC

L

Technical Information

GAMECHANGER™

Q-LED™



Qualite
SPORTS LIGHTING, LLC

EDISON AWARDS GOLD 2017 WINNER

MADE IN USA

UL LISTED 518573

INTERNATIONAL DESIGN EXCELLENCE AWARDS '17 FINALIST

OFFICIAL FINALIST 9TH ANNUAL SPARK DESIGN AWARDS

GEN 3 **TECHNICAL GUIDE**

Qualite
SPORTS LIGHTING, LLC

Keep Your Neighbors in the Dark.



Be a good neighbor with amazing light spill & glare control!

Introducing the *ALL NEW* GameChanger™ Gen 4 Series!

GEN4
SERIES



Features:

- Meet and exceed spill & glare control requirements to keep your neighbors happy
- Driver cabinets lower on pole - no need for bucket truck to come back to your field for maintenance
- Wireless controls with no operation cost to you
- Entertainment package available; includes pre-set & custom scenes for field lights, dynamic & RGBA lighting
- 25-year warranty on parts & labor

INTERNATIONAL DESIGN EXCELLENCE AWARDS '17 FINALIST

Qualite GameChanger® Gen 4 QLED System offers the most advanced spill and glare control, making it the ideal choice when neighbors are close. It provides top-level field uniformity while reducing energy consumption for your project.

With 38 years of experience in the sports lighting industry, Qualite designs and produces all products in the USA. We have thousands of installations across the country.

We can also assist with the installation of lights and poles in most areas, if needed. Our 25-year full warranty includes parts & labor, ensuring a maintenance-free system for the owner. Our warranty covers both new installations and retrofit projects.

Additionally, we offer remote monitoring and adjustment capabilities for added convenience.

Qualite makes purchasing easy through national cooperative purchasing contracts. We provide project management to ensure a smooth process from start to finish.

If you haven't compared Qualite Sports Lighting with other options, you have nothing to lose, and everything to gain. You'll receive a comprehensive design and quote package from an award-winning national provider, likely at a competitive price with all the features you need.

Make the better choice, with Qualite!

Consider Qualite for a great option that includes everything from inception to completion of your project, including specifications, light designs, engineering, quotations, light level audit, and complete installation.

Main: 800.933.9741 • Fax: 517.437.3146 • info@qualite.com • www.qualite.com

Qualite
SPORTS LIGHTING, LLC

GAMECHANGER™
Q-LED™

Qualite
SPORTS LIGHTING, LLC

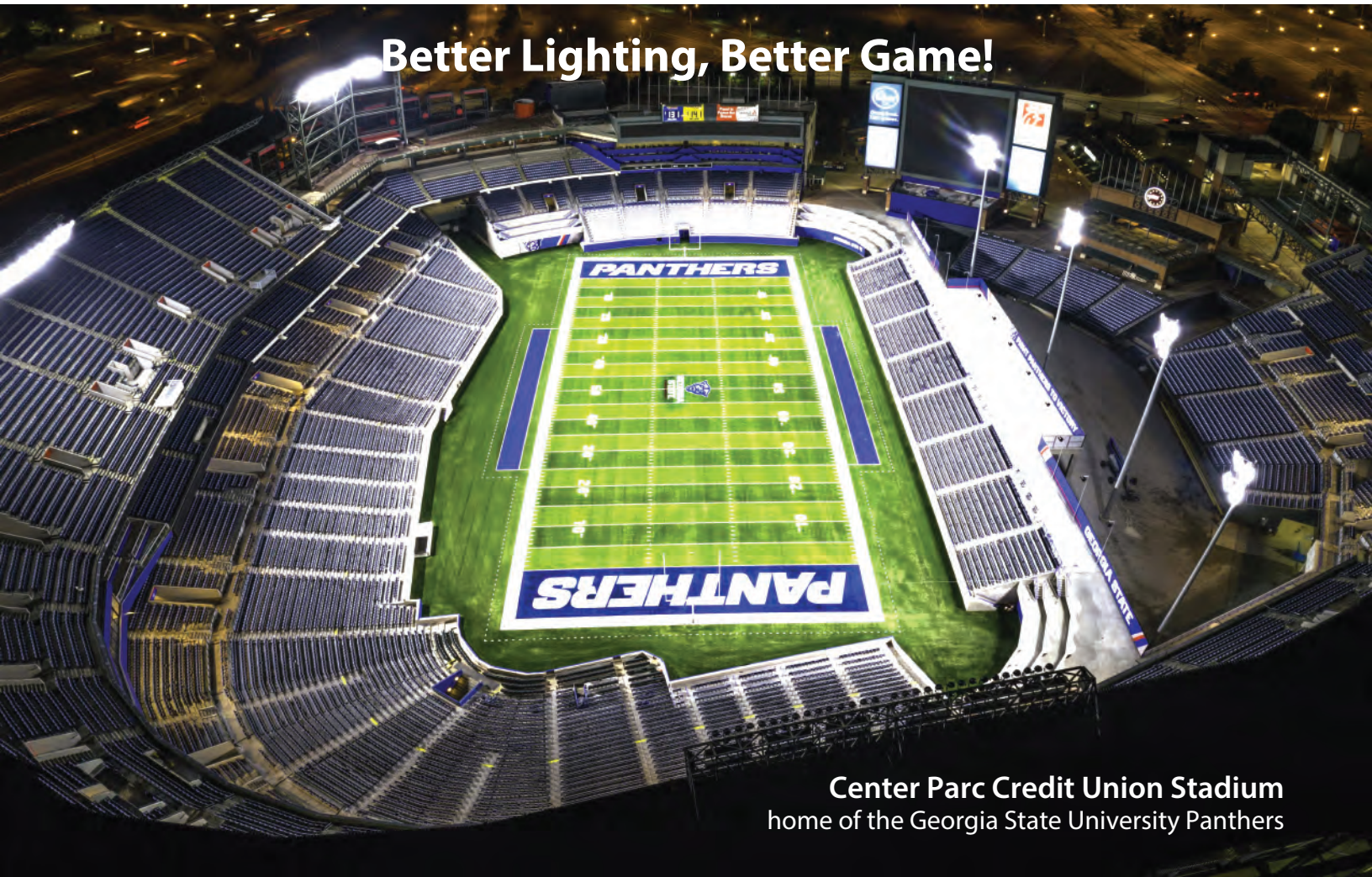
INTRODUCING THE Q-LED GAMECHANGER SYSTEM

We didn't just set out to design a better LED light, we set out to design a system that would ***revolutionize*** the sports lighting world.



THE LATEST LED TECHNOLOGY

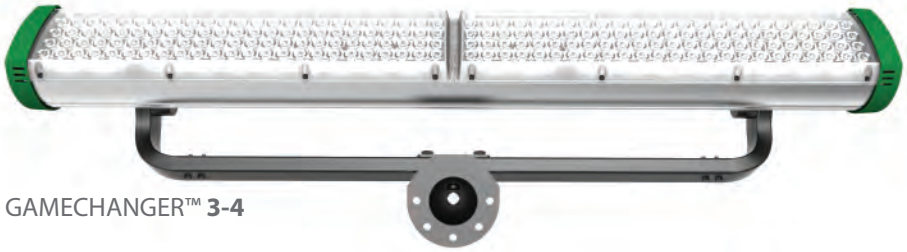
By combining over 30 years of focused sports lighting experience with the latest LED technology, we have developed a sports lighting system that is a true GameChanger™! Designed for HDTV broadcasting, digital photography and slow-motion recording of fast paced sports lighting venues from professional to recreational levels. With enhanced glare mitigation and specialized beam shapes we are able to paint the playing surface with smooth light and keep your neighbors dark and happy. Backed by the best warranty in sports lighting, guaranteed light levels and Qualite's life-long commitment to customer service.



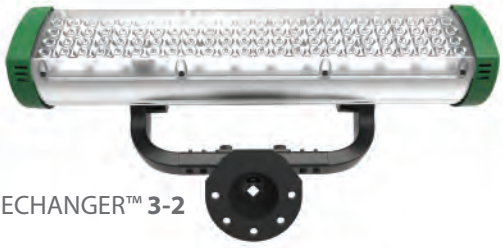
Center Parc Credit Union Stadium
home of the Georgia State University Panthers

GEN 3 TECHNICAL GUIDE

GAMECHANGER TECHNICAL SPECIFICATIONS



GAMECHANGER™ **3-4**



GAMECHANGER™ **3-2**

GAMECHANGER Electrical Detail	GAMECHANGER Gen 3-4	GAMECHANGER Gen 3-2
Kw Draw	1.300	0.650
*Lumen Output	125,560	62,780
CCT	5,700	5,700
CRI	>80	>80
Weight	39 lbs.	27 lbs
Current	**Amps**	**Amps**
277v	4.69	2.35
240v	5.42	2.71
208v	6.25	3.13
480 1 Ø	2.71	1.36
480 3 Ø	1.56 (with balanced load)	0.78 (with balanced load)

* The specifications listed were obtained under optimal testing conditions. Please note that changes in options, features and conditions may result in slightly different performance specifications among fixtures.

APPLICATIONS

Outdoor sports fields at all levels, general area lighting

RATINGS

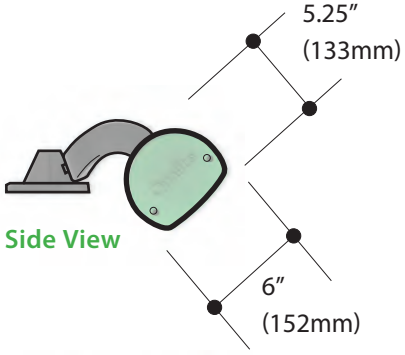
IP66, -40˚C to 55˚C

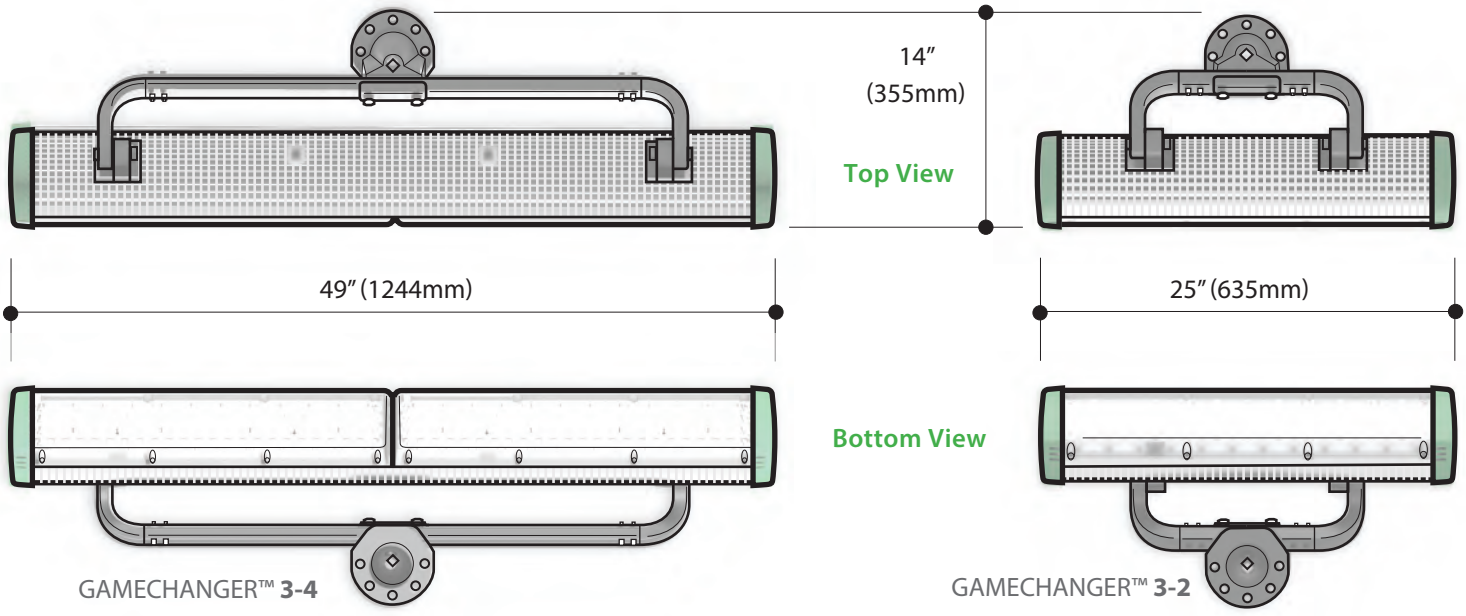
INPUT POWER

208v - 240v auto sensing
277v - 480v auto sensing

OPTICS

Various symmetrical and asymmetrical rectangular and round patterns with built in glare control utilizing TIR lens technology. PMMA outer lenes provide long life without yellowing.





GAMECHANGER™ **3-4**

GAMECHANGER™ **3-2**

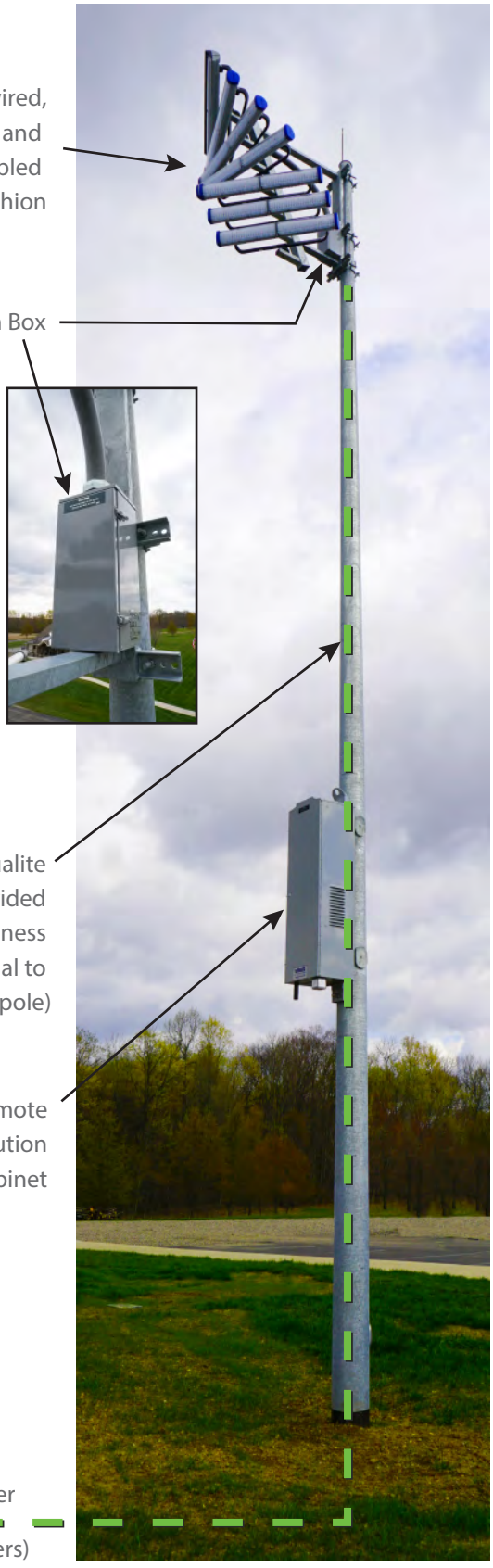
BASIC ASSEMBLY CONFIGURATION

THE GAMECHANGER LIGHTING SYSTEM

Pre-aimed, pre-wired and **FULLY ASSEMBLED** light racks for unequaled ease of assembly with guaranteed performance.

FEATURES	SYSTEM BENEFITS
High Efficiency LED	Lower power consumption Very Low Lumen depreciation 5700K / 80CRI Min
Pre-wired and Pre-aimed System	Ease of Installation Guaranteed light levels System engineered components
Nearly Instant On/Off	Allows for emergency No warm-up/cool-down time
Color Consistency Dimmable	Maintains high definition quality lighting Power savings and design flexibility
Environmentally Safe	ROHS compliant





DRIVER DISTRIBUTION CABINET

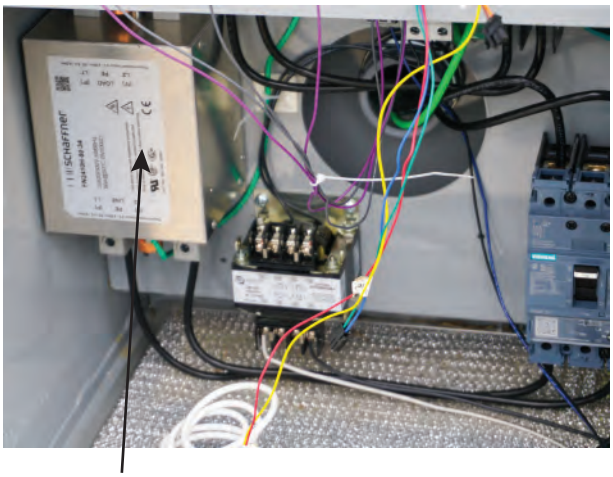


Surge Protection
100kA Rating
Fail safe operation -
Built in thermal Disconnect

Controller Gateway
Can be mounted in concessions, electrical room, outside, etc.
Requires 120v outlet.







Power Line Filter
Reduce EMI and RFI (both directions)

Remote Driver Cabinet
Mounted 10' off the ground for safety and accessibility



Easy Access Driver
with pull-out service slides

Programmable IP67 rated Drivers
with internal thermal protection power supply

Wireless Controller Disconnect

Pre-wired for single point termination.

Fused for redundant protection.

CONTROL AND SWITCHING OPTIONS



Cellular Control
Utilizing 4G Technology
With Intuitive App.

Cellular Tower

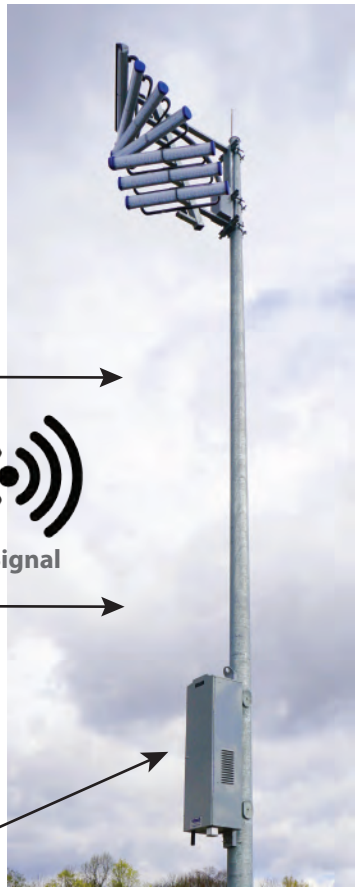


Control from any Internet Enabled Device
Uses site cellular connection through site gateway



Onsite Gateway

RF Signal



Lighting System

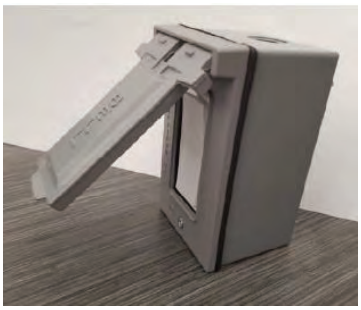
REDUNDANT ONSITE CONTROL OPTION

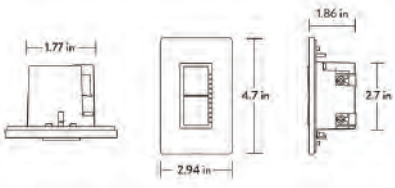


Onsite Touchscreen

OR

Smart Switch w/ Dimmability
Available in Lockable Enclosure





TOUCHSCREEN AND SMART SWITCH TALK DIRECTLY TO POLE IN THE EVENT THE GATEWAY SHOULD FALL OFFLINE. EITHER OPTION CAN BE USED AS A REDUNDANT BACK UP CONTROL OPTION OR EASY ACCESS ONSITE CONTROL WITHOUT THE USE OF CELLULAR GATEWAY OR PHONE. EITHER UNIT COMMUNICATES DIRECTLY TO POLE DRIVER ENCLOSURE.

RAB CONTROLS - IN PARTNERSHIP WITH QUALITE

The Lightcloud Dimmer is an in-wall device that delivers remote switching, dimming and scene control. Easily trigger one of your scenes, or toggle between multiple scenes, using 0-10V DC. We also offer an optional DMX control to provide flashing scenes, if desired.
Color: White Weight: 0.5 lbs



TECHNICAL SPECIFICATIONS

Compliance
UL Listed: Indoor use only

Electrical
Installation: All Lightcloud components should be installed by a licensed electrician in accordance with local codes.
Input Voltage: 120V through 277V
Frequencies: 50/60 Hz
Electrical Ratings:
14 mA @ 120VAC
10 mA @ 277VAC

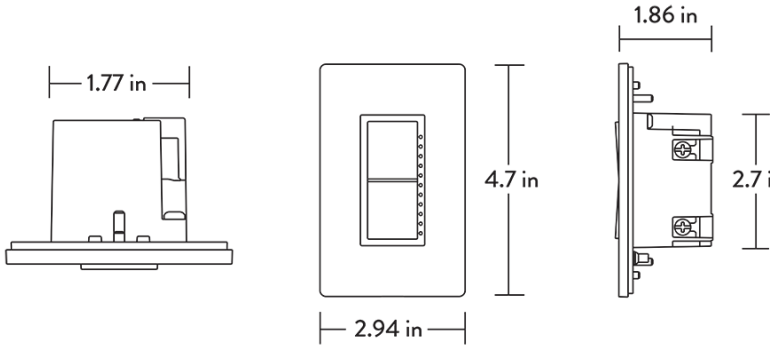
Construction
Operating Temperature Range:
0°C to 40°C
Storage Temperature Range:
-40°C to 85°C
Maximum Relative Humidity:
85%
Wire Gauge:
18AWG grounding; terminals supporting up to 12AWG wire

Wireless Range
Line of Sight:
1000 feet

Obstructions:
100 feet

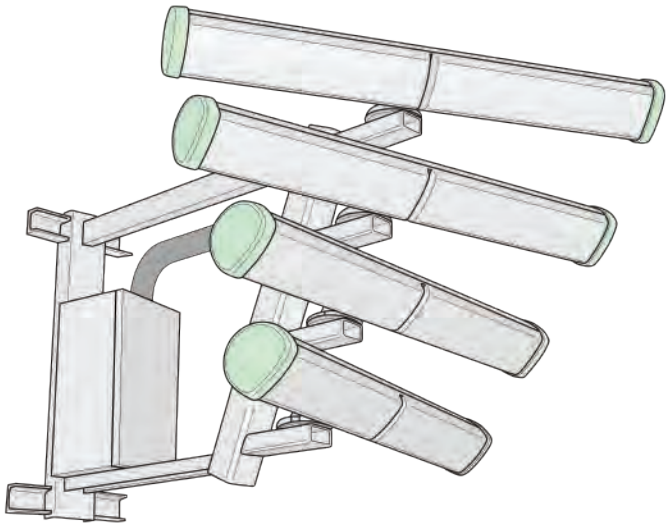
Other
Warranty:
10-year full hardware warranty with 100% repair/replacement coverage for all properly installed devices. See Lightcloud Warranty Terms.
Qualite's 25-Year Warranty encompasses the LightCloud products and is warrantied for the 25-year period.
Buy American Act Compliance:
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

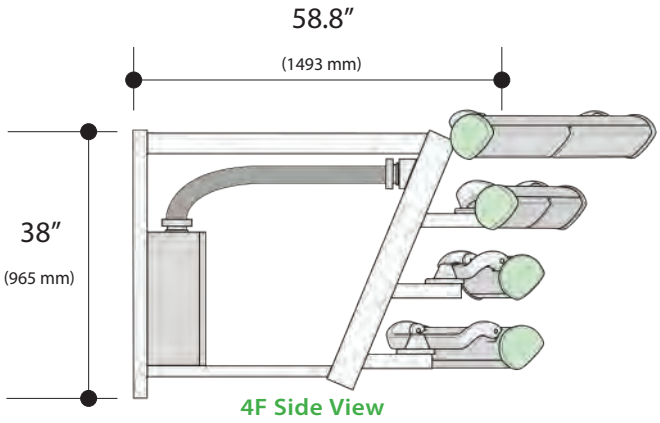
Features
In-wall device for switching, dimming and scene control
Switch and dim individual fixtures or entire zones
Dimming features both fade on/off and rapid full-on
Assign scenes to top and/or bottom buttons
Set the max trim level for a zone or fixture to save energy
Use together with Lightcloud Controller or Sensor devices.



FIXTURES

4F ASSEMBLY



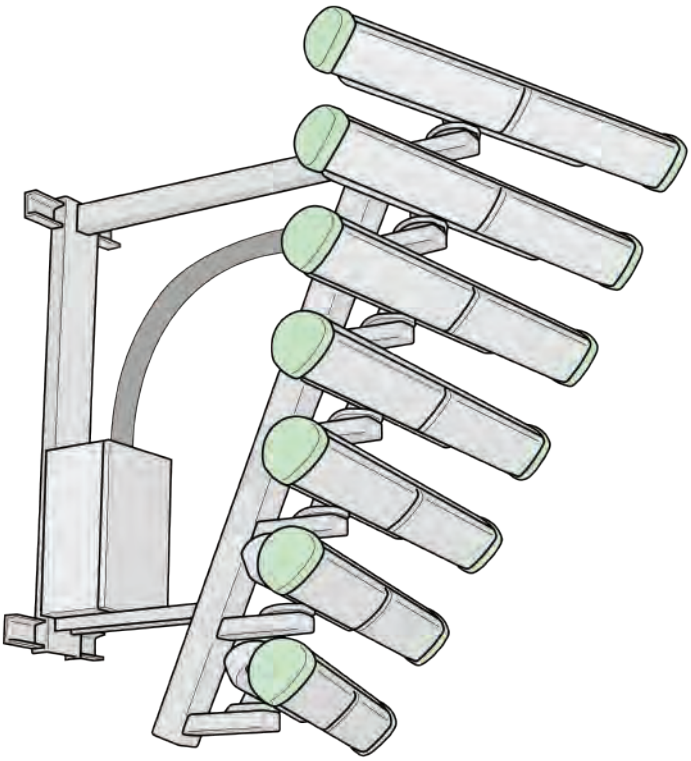


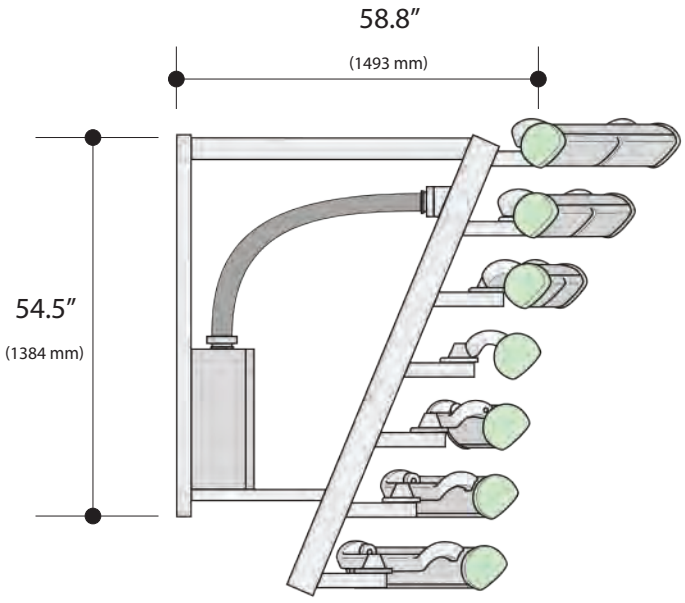
4F Side View

Weight - approximately 300lbs



7F ASSEMBLY



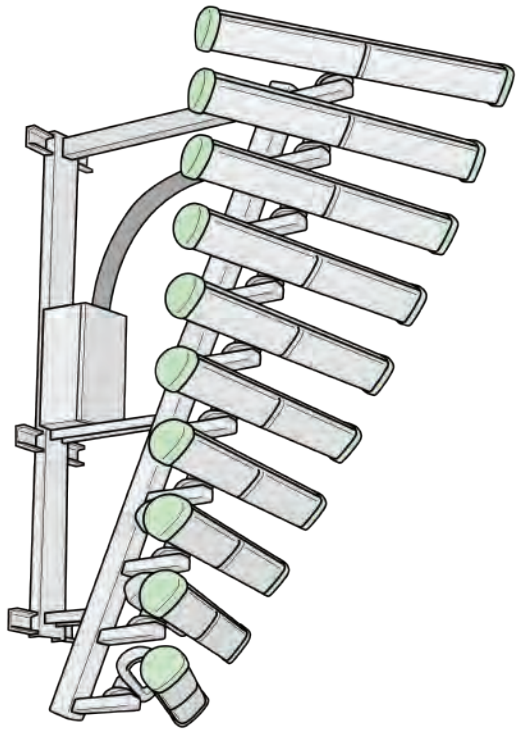


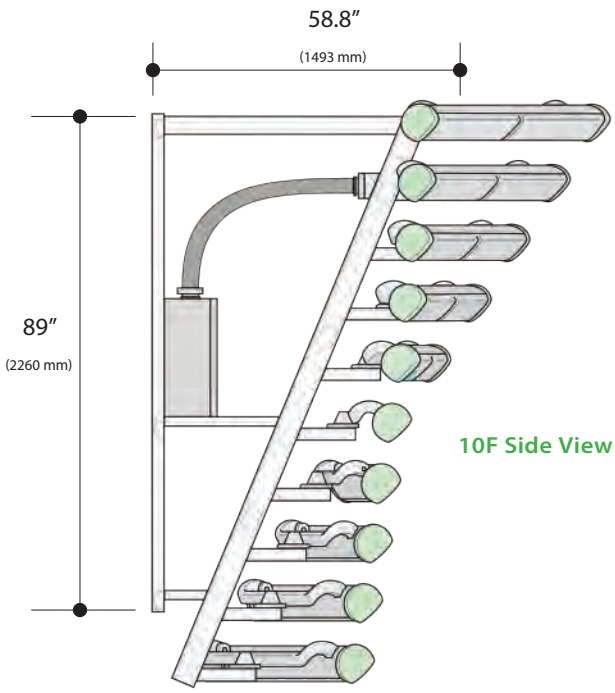
7F Side View

Weight - approximately 430lbs

FIXTURES

10F ASSEMBLY





10F Side View

Weight - approximately 770lbs

Stanchion Assembly Details:

- Designed to meet AASHTO 150mph and Florida Building Code.
- Galvanized to ASTM A123/A123M standards.
- For use on new or retrofit.
- Fully Assembled and inspected prior to shipment.





MORE ABOUT GAMECHANGER

RELIABILITY

Unlike legacy bulb-based systems, Q-LED™ System contains no parts to wear out or replace so you can be sure your lighting is maintenance-free for thousands of hours. Q-LED™ System is weather-proof and can handle the elements yet generate more light than any light in sports.

INTEGRATED CONTROLS

For the greatest control, Q-LED™ System interfaces with the Qualite wireless control system to offer the ultimate fan experience. With dimming, scheduling and many other functions, the customization possibilities are endless.

BEST WARRANTY IN THE BUSINESS

Qualite not only warranties our product, but we also guarantee the light levels, for the life of the system! We have the best standard warranty in the industry and can create a custom warranty to meet the customers needs.

OPTIMIZED FOR HDTV

Q-LED™ System's ability to match daylight color temperature while delivering precise, uniform light means broadcasters do not require supplemental lighting. Intensity and uniformity ensures shadows on the playing surface are eliminated, improving the appearance of moving objects and the ease with which camera operators can follow the action of the game. Our sophisticated circuitry means flicker is a thing of the past.

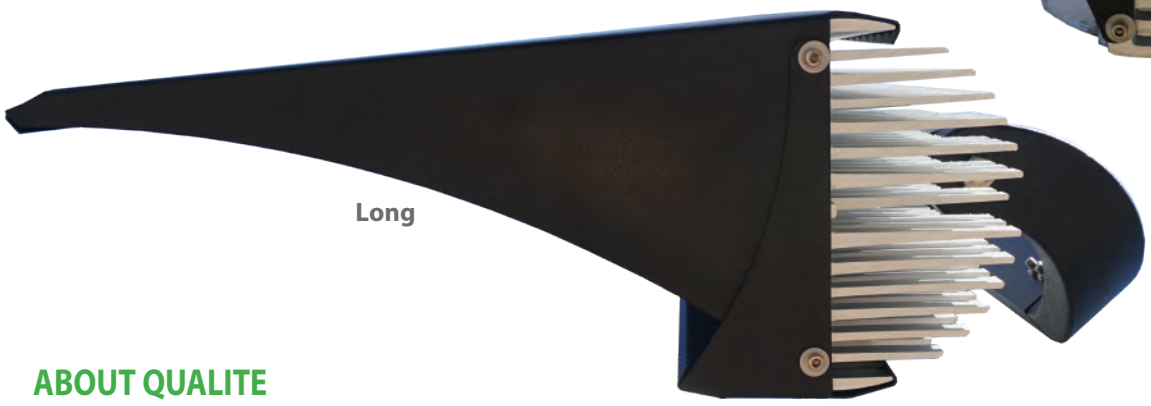
EFFICIENCY

A Qualite Sports Lighting installation can reduce fixture count by one-third to one-half, while doubling the amount of light reaching the playing surface. In one Q-LED™ System installation, fixture count was reduced by more than half, foot candles increased from 148 to 277 with energy savings of over 75%.



Short

Shown with optional external visor for extreme spill and glare control.



Long

ABOUT QUALITE

Qualite has been the sports lighting partner for high schools, colleges, parks and recreation departments, and minor and major league sport franchises for over 30 years. In addition, Qualite has partnered with a leading LED fixture manufacturer to provide the highest quality LED technology to sports facilities, including the host stadium to the 2015 Super Bowl, The University of Phoenix in Glendale, AZ. Qualite's Q-LED system is the most energy efficient, highest Lumen output LED lighting solution in the sports lighting industry.

Patent Pending

GAMECHANGER™

Q-LED™



Top Golf

EDISON AWARDS GOLD 2017 WINNER

MADE IN USA

UL LISTED

INTERNATIONAL DESIGN EXCELLENCE AWARDS '17 FINALIST

OFFICIAL FINALIST 9TH ANNUAL SPARK DESIGN AWARDS

Qualite SPORTS LIGHTING, LLC

(517) 439-1581
www.qualite.com
1-800-933-9741

ISO 9001:2015

Made in USA

RoHS COMPLIANT

GSA Advantage!®

CIO Review 20 MOST PROMISING Sports TECHNOLOGY SOLUTION PROVIDER 2015


Low profile, low glare.
Edge-lit technology unlike any other.
IVELOT™
RAB Outdoor

IVELOT™

- Available in 4,500lm (38W), 7,500lm (67W), 10,000lm (94W) and 13,000lm (117W) models
- Offered with 3 mounting options: universal pole adapter, wall or slipfitter
- Type II, III, IV, VS and Forward Throw distributions
- 0-10V Dimming, standard
- Motion sensor, photocell and Lightcloud® Controller options available
- 100,000-Hour LED lifespan

RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

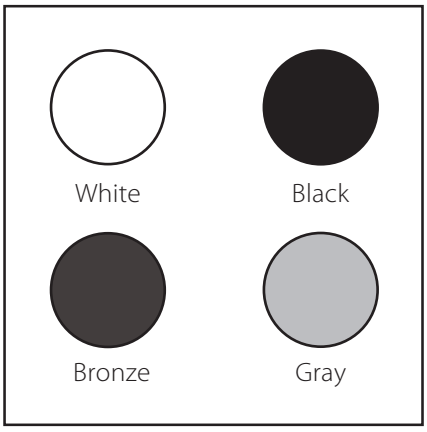
Visit rablighting.com to see which models are DLC listed.



The IVELOT is a complete cutoff, fully shielded area light that minimizes glare, while reducing light trespass.



IVELOT offers several mounting options to support a variety of applications. *(Universal Pole Adapter shown)*



Available in four color finishes: bronze, black, white and gray. *(gray has no texture)*



Available with Lightcloud Controller.



Lightweight, low-profile design, and a low EPA help reduce the load on a pole.



Available with an optional, integrated motion sensor or photocell.

Specifications

UL:
Suitable for wet locations

LEDs:
Long-life, high-efficiency, micro-power, surface-mount LEDs

Drivers(s):
Class 2, 50/60Hz. 120 - 277V, 347-480V, 4kV standard, 10kV optional surge protection

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims as low as 10%.

Lifespan:
100,000-hour LED lifespan based on IES LM-80 results & TM-21 calculations at 25°C

IP Rating:
Ingress Protection rating of IP66 for dust and water

Color Weather Starting:
Minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:
Suitable for use in 40°C (104°F) temperatures

Housing:
Die-cast aluminum housing

Mounting:
Universal pole adapter, slipfitter or wall mount options available

Lens:
Diffused Polymethyl Methacrylate (PMMA)

Vibration Rating:
3G vibration tested per ANSI C136.31

Effective Projected Area:
EPA = 0.61

Color Stability:
LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period

Color Uniformity:
RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Title 24 Compliant:
An IVELOT edge-lit area light can be used with a motion sensor or photocell control option to comply with 2016 Title 24 Part 6 Section 130.2 (a,b,c).

Finish:
Formulated for high durability and long-lasting color

Green Technology:
Mercury and UV free. RoHS-compliant components

IESNA LM-79 Testing:
RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79

Performance

Type II

	IVAT2 - 100L			IVAT2 - 75L			IVAT2 - 45L		
Color Temperature	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**
Input Watts	92	93	93	66	67	67	37	38	38
Output Lumens	10,739	10,095	10,167	7,961	7,484	7,537	4,340	4,080	4,109
Efficacy (lm/W)	117	109	110	120	112	112	117	109	110
Color Accuracy (CRI)	75	73	80	75	73	80	75	73	81
	(Replaces 400W PSMH)			*(Replaces 320W PSMH)*			*(Replaces 175W PSMH)*		

Type III

	IVAT3 - 100L			IVAT3 - 75L			IVAT3 - 45L		
Color Temperature	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**
Input Watts	96	96	91	70	70	66	40	40	38
Output Lumens	11,359	9,939	9,588	7,608	6,657	6,422	4,963	4,342	4,189
Efficacy (lm/W)	118	103	105	110	96	98	124	109	111
Color Accuracy (CRI)	75	73	81	75	73	80	75	73	80
	(Replaces 400W PSMH)			*(Replaces 320W PSMH)*			*(Replaces 175W PSMH)*		

Type IV

	IVAT4 - 130L			IVAT4 - 100L			IVAT4 - 75L			IVAT4 - 45L		
Color Temperature	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**
Input Watts	117	116	117	95	95	93	66	66	66	37	37	37
Output Lumens	14,322	14,174	13,232	11,361	10,832	10,207	7,429	7,353	6,864	4,906	4,856	4,533
Efficacy (lm/W)	123	122	113	120	115	109	113	112	104	132	131	121
Color Accuracy (CRI)	75	72	80	90	90	90	75	72	80	75	72	80
	(Replaces 450W PSMH)			*(Replaces **250**W PSMH)*			*(Replaces **150**W PSMH)*			*(Replaces **100**W PSMH)*		

Type VS

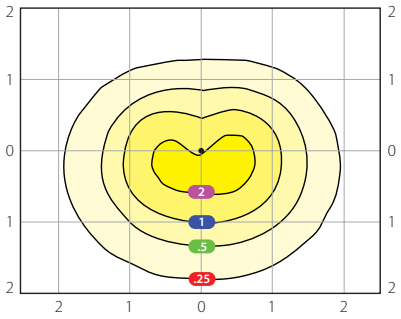
	IVAT5S - 130L			IVAT5S - 100L			IVAT5S - 75L			IVAT5S - 45L		
Color Temperature	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**
Input Watts	118	115	116	97	95	95	66	64	65	38	37	38
Output Lumens	14,494	13,357	12,659	11,577	11,508	10,032	8,434	7,772	7,366	5,210	4,801	4,550
Efficacy (lm/W)	123	116	109	119	122	106	129	122	114	136	128	120
Color Accuracy (CRI)	74	72	80	90	90	90	74	72	80	74	72	80
	(Replaces 450W PSMH)			*(Replaces 400W PSMH)*			*(Replaces 300W PSMH)*			*(Replaces 320W PSMH)*		

Type FT (Forward Throw)

	IVAFT - 100L			IVAFT - 75L			Type FT - 45L		
Color Temperature	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**	**5000K**	**4000K**	**3000K**
Input Watts	95	91	93	68	65	67	39	37	38
Output Lumens	10,594	9,999	9,970	7,927	7,482	7,460	4,928	4,651	4,638
Efficacy (lm/W)	111	110	108	116	115	112	127	125	122
Color Accuracy (CRI)	75	73	80	74	72	80	74	72	80
	(Replaces 400W PSMH)			*(Replaces 320W PSMH)*			*(Replaces 175W PSMH)*		

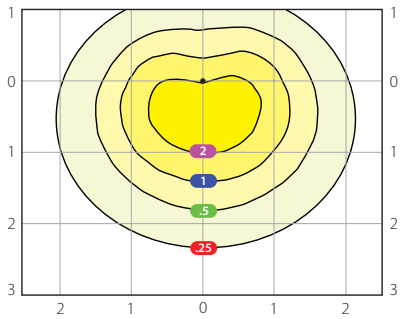
Photometrics

IVAT2-100L (Type II)
25' Mounting Ht.
Photometric Report #DLF1810114-11A.IES



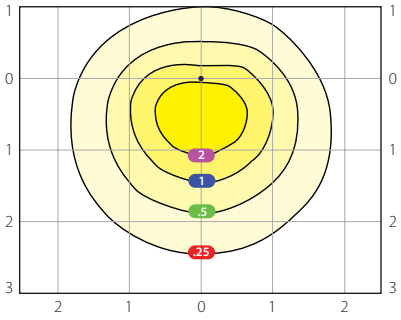
Mounting Height	15	20	25	30	35
Multiplier	2.8	1.6	1.0	0.7	0.5

IVAT3-100L (Type III)
25' Mounting Ht.
Photometric Report #DLF1810114-14A.IES



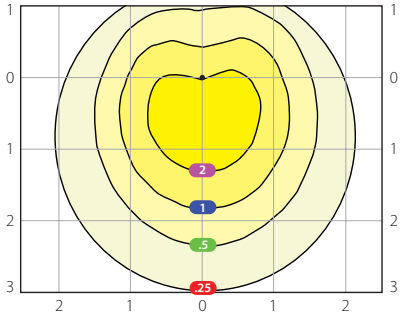
Mounting Height	15	20	25	30	35
Multiplier	2.8	1.6	1.0	0.7	0.5

IVAFT-100L (Forward Throw)
25' Mounting Ht.
Photometric Report #DLF1810114-17A.IES



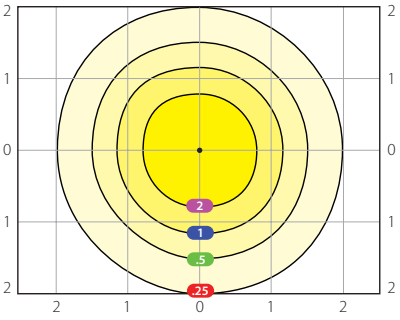
Mounting Height	15	20	25	30	35
Multiplier	2.8	1.6	1.0	0.7	0.5

IVAT4-130L (Type IV)
25' Mounting Ht.
Photometric Report #DLF1810114-20A.IES



Mounting Height	15	20	25	35	30
Multiplier	2.8	1.6	1.0	0.5	0.7

IVAT5S-130L (Type V Square)
25' Mounting Ht.
Photometric Report #DLF1810114-23A.IES



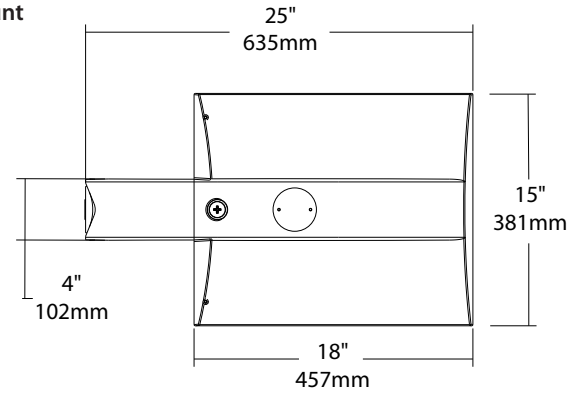
Mounting Height	15	20	25	35	30
Multiplier	2.8	1.6	1.0	0.5	0.7

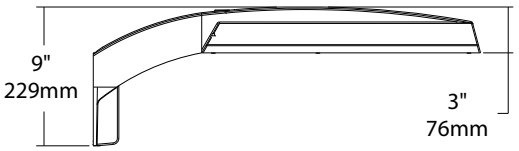
Grid Scales: Multiples of Mounting Height Values Shown in Footcandles

Watts	Lumens Based on 5000K CCT @ 120Vac					Avg Lumens Across All Dist Types
	Type II	Type III	Type IV	Type VS	Forward Throw	
38W	4,340	4,963	4,906	5,210	4,928	4,869
67W	7,961	7,608	7,429	8,434	7,927	7,872
94W	10,739	11,359	10,832	11,577	10,594	10,897
117W	n/a	n/a	14,322	14,494	n/a	14,408

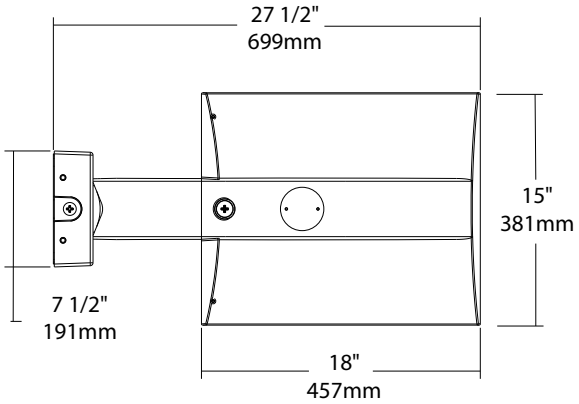
Mountings, Dimensions & Weights

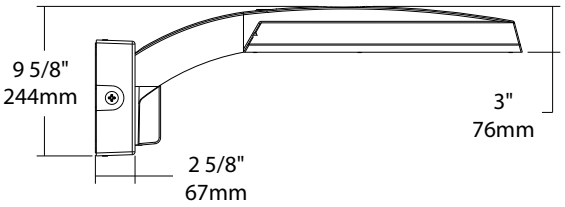
PA - Universal Pole Mount
Weight: 15.0 lbs (7kg)



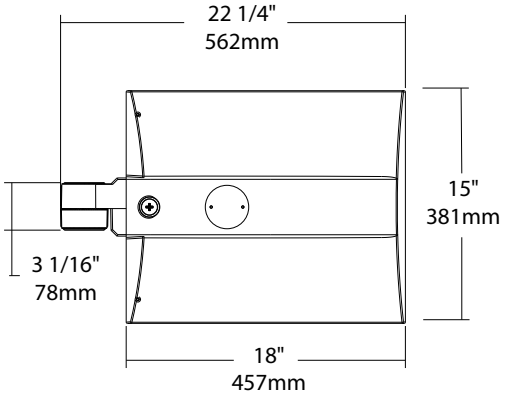


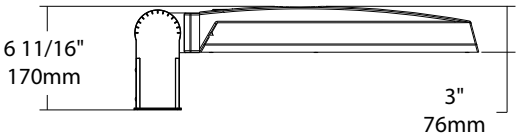
WM - Wall Mount
Weight: 20.0 lbs (9kg)





SF - Slipfitter Mount
Weight: 13.5 lbs (6kg)





Ordering information

Product Family	Optics /Distribution		Lumen Output		Mounting		CCT/CRI		Finish		Voltage/Driver		Sensor Options		Lightcloud Option	
IVA	–															
	T2	Type II	**45L**	4500 lumens (38W)	**PA**	Universal Pole Adapter	**750**	5000K (Cool), 70 CRI	**Z**	Bronze	**U**	120-277V, 0-10V Dimming	**Blank**	No Sensor	**Blank**	No Lightcloud
	T3	Type III	**75L**	7500 lumens (67W)	**WM**	Wall Mount	**740**	4000K (Neutral), 70 CRI	**W**	White	**H**	347-480V, 0-10V Dimming	**/WS**	Multi-Level Motion Sensor, 8ft mounting	**/LC**	Lightcloud Controller[2]
	T4	Type IV	**130L**	13000 lumens (117W)[1]	**SF**	Slipfitter	**730**	3000K (Warm), 70 CRI	**G**	Roadway Gray			**/WS2**	Multi-Level Motion Sensor, 20ft mounting		
	T5S	Type V Sq							**K**	Black			**/WS4**	Multi-Level Motion Sensor, 40ft mounting		
	FT	Forward Throw											**/7PR**	7-Pin Receptacle		

ACCESSORIES (SOLD SEPARATELY)

IVA-SF	Single Fuse (120V, 277V)
IVA-DF	Double Fuse (208V, 240V, 480V)
RSP10GI-277	10kV Surge Protector (120V & 277V)
RSP10GI-480	10kV Surge Protector (480V)

1. Applies to TYPE IV, V Square | 2.Applies to 120-277V

Qualite
SPORTS LIGHTING, LLC

M

References

Q-LED GAMECHANGER™ PROJECT REFERENCES

- Winchester Gun Club Trap & Skeet Range, North Shore Trap & Skeet, Franksville, WI
- St. Mary's Memorial High School Football Stadium, St. Mary's OH
- Hart High School Football Stadium & Track, Hart Public Schools, Hart, MI
- Harrison High School Tennis Courts, Tippecanoe School Corporation, West Lafayette, IN
- Seeger High School Football Stadium & Track, MSD of Warren County, West Lebanon, IN
- Guerin Catholic High School Soccer Field, Noblesville, IN
- Spalding Park Baseball, Champaign Park District, Champaign, IL
- Rec Fields Football & Softball, University of Illinois-Springfield, Springfield, IL
- Sibley-Ocheyedan Community School District Football Stadium & Track, Sibley, IA
- McInnis Park Golf Center Driving Range, Tayman Park Golf Group, Inc, San Rafael, CA
- Augusta National Golf Club, Augusta, GA
- McDonald High School Football & Track, McDonald, OH
- Rocori High School Football & Soccer, Cold Spring, MN
- Miller Park Soccer, Eden Prairie, MN
- Rogers Stadium Football, Tulsa Public Schools, Tulsa, OK
- Robert's Field at the Roy Anderson Sports Complex, Big Spring, TX
- Itasca Intermediate School District Baseball & Softball, Itasca, TX
- Edmond Tennis Center, Intermediate School District #12, Edmond, OK



- Hughes Springs High School Football, Hughes Springs Intermediate School District, Hughes Springs, TX
- Rice Consolidated Intermediate School District Softball & Baseball, Altair, TX
- Panama City Beach Sports Complex, Panama City Beach, FL
- Itasca Independent School District Baseball & Parking Lot, Itasca, TX
- Wink High School Football Stadium & Track, Wink-Loving Intermediate School District, Wink, TX
- Van Vleck Intermediate School District Football Stadium, Van Vleck, TX
- Ingleside Intermediate School District Football Stadium, Ingleside, TX
- Drive Time Parking Area, Lot & Building, Fort Worth, TX
- Crowell Intermediate School District Football Stadium, Crowell, TX
- Marianna High School Baseball Field, Jackson County Schools, Marianna, FL
- Lake Nona Beach Volleyball, Orlando, FL
- South Walton Sports Complex, Baseball & Multi-Purpose Fields, Walton County Board of Commissioners, Defuniak Springs, FL
- Big Corkscrew Island Regional Park Baseball, Multi-Purpose, Pool, Pool Square, Event Lawn Area, Basketball, Pickleball & Tennis, Naples, FL
- Tommy Oliver Stadium Football & Track, Bay District Schools, Panama City, FL
- Mickel Park Baseball, City of Wilton Manors, Wilton Manors, FL
- Iron Tee Golf, Bettenderf, IA
- Drive Time Car Storage, San Antonio,TX

Qualite SPORTS LIGHTING, LLC

Q-LED GAMECHANGER™ PROJECT REFERENCES

- Hempfield Area High School Football Field, Greensburg, PA
- Sechler Park Softball Field, City of Northfield, Northfield, MN
- Babcock Park Softball & Hockey, City of Northfield, Northfield, MN
- Minot North High School Football, Minot, ND
- Caldwell Park Football, Ocean View, NJ
- Franklin Regional High School Football, Soccer & Track, Murraysville, PA
- Mead Sportsplex Football, Mead School District, Mead, WA
- Ridgeline High School Football, Soccer, Track & Tennis, Central Valley School District, Liberty Lake, WA
- Zuni High School Sports Complex Baseball, Zuni, NM
- SanTan High School Football Field, Chandler, AZ
- Blanchet Catholic High School Football, Soccer, Track & Field Events, Salem, OR
- Pollock Field Softball, Department of the Navy, Marine Corps Base MCHB, Hawaii
- Job Corp US Forestry Service Baseball Field, US Forestry Service, White Swan, WA
- Days of 47 Rodeo Arena, Salt Lake City, UT
- Willard City Schools, Willard, OH
- Lassonde Studio Volleyball & Basketball, University of Utah-Lassonde, Salt Lake City, UT
- Burns High School Football Field, Harney County School District #3, Burns, OR
- Pacific High School Football Stadium, Meramec Valley R-III School District, Pacific, MO



- Boonville City Soccer Fields, City of Boonville, Boonville, MO
- Riseley Field Baseball, US Marine Corps Base Hawaii, Kaneohe Bay, HI
- Plant Scherer, Juliette, GA
- Twelve Bridges High School Football, Soccer & Track, Western Place Unified School District, Lincoln, CA
- Clay County SC Complex, Clay County, FL
- Crane Union High School, Football Field, Burns, OR
- Metro State University Sports Complex, Denver, CO
- Lutheran High School Football Field, Parker, CO
- Bradshaw Christian High School Football Stadium & Track, Sacramento, CA
- Junge Stadium Football Field & Track, Joplin, MO
- Ballinger ISD-Bear Cat Stadium Football & Bleachers, Ballinger, TX
- Brush High School, Brush, CO
- Shorecrest Prep School, St. Petersburg, FL

- City of Wilcox Ballfields, Basketball Courts, Softball & Rodeo, Wilcox, AZ
- Dutch Clark Football Stadium, Pueblo, CO
- Double Angel Baseball Field, Parker, CO
- Luckie Park-29 Palms, Twenty Nine Palms, CA
- Cranford Memorial Soccer Field, Cranford Soccer Club, Cranford, NJ
- Eden Community School District Soccer & Track, Eden, NY
- Penn-Trafford High School Football, Harrison City, PA
- Kingston High School Softball, Kingston, OK
- Lakewood Ranch High School Football, Bradenton, FL
- City Pond Park Ballfields 1-6, Covington, GA
- Port Neches-Groves High School, Port Neches, TX
- Lincoln Academy Multi-Purpose Field, New Castle, ME

Qualite SPORTS LIGHTING, LLC

Q-LED GAMECHANGER™ PROJECT REFERENCES

- 5 Jackson Northwest High School Football, Jackson, MI
- Mecklenburg High School Football, Baseball & Softball, Baskerville, VA
- Nacogdoches High School Football Stadium, Nacogdoches, TX
- Putnam City West Football Stadium, Putnam City Schools Independent District No. 1, Oklahoma City, OK
- Sports Field & Stadium Complex, Bay County Board of Commissioners, Panama City Beach, FL
- Kings Meadow Park Basketball Courts, Miami-Dade County, Miami, FL
- Shiloh Football Field, City of Fruitland Park, Fruitland Park, FL
- Silo Public Schools Baseball & Softball, Silo, OK
- Heartwell Golf Course, American Golf, Long Beach, FL
- Rose Park Tennis Center, City of Abilene, Abilene, TX
- Weatherford Intermediate School District Baseball & Softball, Weatherford, TX
- Roy Anderson Sports Complex Baseball, City of Big Spring Park & Recreation, Big Spring, TX
- Golf Links Practice Range, Leonard Golf Links, Fort Worth, TX
- Malone High School Baseball Field, Jackson County Schools, Marianna, FL
- Raymond High School Football/Track, Raymondville Independent School District, Raymondville, TX
- Pickering High School Football Field, Vernon Parish School Board, Leesville, LA
- John Walter Smith Soccer Field, Worcester County Recreation & Parks, Snow Hill, MD
- Carmel Clay School District Baseball Quadplex, Carmel, IN
- Plum Senior High School Football & Track, Plum Borough School District, Pittsburgh, PA
- Donaldson Park Baseball, North Fayette Township, Oakdale, PA
- 5 John A. Halter Shooting Sports Center Shooting Range, Trap & Skeet, Hillsdale College, Hillsdale, MI
- Northwest School District Football Field, Jackson, MI
- Drive Time Parking Area, Morrisville, PA
- Hart High School Football Stadium & Track, Hart Public Schools, Hart, MI
- Harrison High School Tennis Courts, Tippecanoe School Corporation, West Lafayette, IN
- 5 Nash Park Baseball Fields, Chatham Township, NJ
- Washington High School Football Field, Washington, PA
- Harbor Springs High School, Ottawa Stadium, Harbor Springs, MI
- Hillsdale College Baseball, Hillsdale, MI
- The Woods at Creekside Baseball Complex, Creekside Community Improvement District, Parkville, MO
- Rusk Intermediate School District Football Stadium, Rusk, TX
- North Florida Educational Institute Football Stadium, Jacksonville, FL
- Seeger High School Football Stadium & Track, MSD of Warren County, West Lebanon, IN
- Ben Davis High School Tennis Courts, Indianapolis, IN
- Peters Township District, McMurray, PA



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Q-LED GAMECHANGER™ PROJECT REFERENCES

- Shawnee Heights Unified School District 450 Football & Track, Tecumseh, KS
- Kamiakin High School Soccer & Football, Kennewick School District, Kennewick, WA
- Gallup-McKinley High School Football, Gallup-McKinley County Schools, Gallup, NM
- Zuni High School Softball Field, Zuni Public School District, Zuni, NM
- Woodland Christian High School Football Field, Woodland, CA
- Somerton High School Football/Track, Somerton, AZ
- Mustang Field Ballfield, Tucson, AZ
- Sierra College Football/Track, Rocklin, CA
- Freeman High School Football/Track, Valleyford, WA
- Regent Prep School Multi-Purpose Field, Tulsa, OK
- Edcouch-Else High School Soccer, Edcouch-Else Intermediate School District, Edcouch, TX
- Cottondale High School Baseball Field, Jackson County Schools, Marianna, FL
- McDonough High School, Henry County Schools Baseball, Softball & Football, McDonough, GA
- St. Mary's Memorial High School Football Stadium, St. Mary's, OH
- Bainbridge High School, Decatur County Schools Baseball & Softball, Bainbridge, GA
- Tiger Stadium Football/Track, North Allegheny School District, Pittsburgh,PA
- Stephen R. Gregg Park Softball & Soccer, County of Hudson, Bayonne, NJ
- Guerin Catholic High School Soccer Field, Noblesville, IN
- Ft. Simcoe Job Corps Basketball Courts & Skate Park, US Forestry Service, White Swan, WA
- Cashion High School Baseball Field, Cashion Public Schools, Cashion, OK
- Forsan High School Tennis Center, Forsan Independent School District, Forsan, TX
- Hanover-Horton School District Football Field, Jackson County Schools, Horton, MI
- Ella Grasso Technical High School, Groton, CT
- Trinity High School Football Stadium, Camp Hill, PA
- Traders Village Roller Coaster, Grand Prairie, TX
- Al Diriyah Farms Golf Club Driving Range, Diyadh, Saudi Arabia
- Spring Arbor University, Spring Arbor, MI
- East High School, Waterloo, IA
- Kearns High School Baseball Park & Facility, Kearns, CT
- North Central High School Football, Pioneer, OH
- Glacial Valley Park Hockey & Basketball, Cottage Grove, MN
- Greenwood Sports Complex Baseball & Softball, Greenwood, IN
- Nub's Nob Ski Slope, Harbor Springs, MI
- LEAD Academy Baseball & Softball, Pace, FL
- Patel High School Soccer, Tampa, FL
- Arnold High School Football, Panama City, FL
- Cardinal Gibbons High School Football, Ft Lauderdale, FL
- Sandhill Crane Golf Club Driving Range & Putting Green, Palm Beach Gardens, FL
- Boyd County High School, Asland, KY
- Qunicy High School Football Stadium, Qunicy, WA
- Kennesaw State Fifth Third Stadium Football, Kennesaw, GA



Qualite SPORTS LIGHTING, LLC

Q-LED GAMECHANGER™ TOPGOLF LOCATIONS

- Chesterfield, MO
- Vineyard, UT
- Chattanooga, TN
- Charlotte SW, NC
- The Colony, TX
- Jacksonville, FL
- San Antonio, TX
- Birmingham, AL
- Albuquerque, NM
- Charlotte Univ, NC
- Cleveland, OH
- Fort Worth, TX
- Miami Gardens, FL
- Nashville, TN
- Overland Park, KS
- Ashburn, VA
- Augusta, GA
- Lake Mary, FL
- Doral, FL
- El Paso, TX
- Tucson, AZ
- Pittsburgh, PA
- Las Vegas, NV
- Roseville, CA
- San Jose, CA
- Renton, WA
- Richmond, VA
- Fishers, IN
- Buford, GA
- Orlando, FL
- Germantown, MD
- Thornton, CO
- Ontario, CA
- Mt. Laurel, NJ
- Myrtle Beach, SC
- Pharr, TX
- Baltimore, MD
- Rogers, AR
- Omaha, NE
- Knoxville, TN
- Greenville, SC
- Huntsville, AL
- Austin, TX
- Alpharetta, GA
- Auburn Hills, MI
- Greensboro, NC
- Oklahoma City, OK
- Schaumburg, IL
- Virginia Beach, VA
- Philadelphia, PA
- Canton, MA
- Naperville, IL
- Wichita, KS
- Scottsdale, AZ
- Tampa, FL
- Spring, TX
- Atlanta, GA
- Louisville, KY
- Katy, TX
- Webster, TX
- Centennial, CO
- Salt Lake City, UT
- Glendale, AZ
- Baton Rouge, LA
- El Segundo, CA
- National Harbor, MD
- Colorado Springs, CO
- Brooklyn Center, MN
- Boise, ID
- Columbus, OH
- Gilbert, AZ
- Edison, NJ
- Dallas, TX
- Waco, TX

International Venues

- Dubai, UAE
- Monterrey, Mexico
- Oberhausen, Germany
- Bangkok, Thailand
- Vienna, Austria



Qualite
SPORTS LIGHTING, LLC

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About Qualite

Qualite
SPORTS LIGHTING, LLC

QUALITE HAS OVER 30 YEARS OF EXPERIENCE IN THE STADIUM & FIELD LIGHTING INDUSTRY

WHO WE ARE

Qualite has been the sports lighting partner for high schools, colleges, parks and recreation departments, and minor and major league professional sports franchises for over 30 years. Qualite's Q-LED GameChanger™ is the first high performance sports lighting system designed for all sports venues, from youth to professional sports stadiums, with a focus on great connectivity and functionality at affordable pricing.

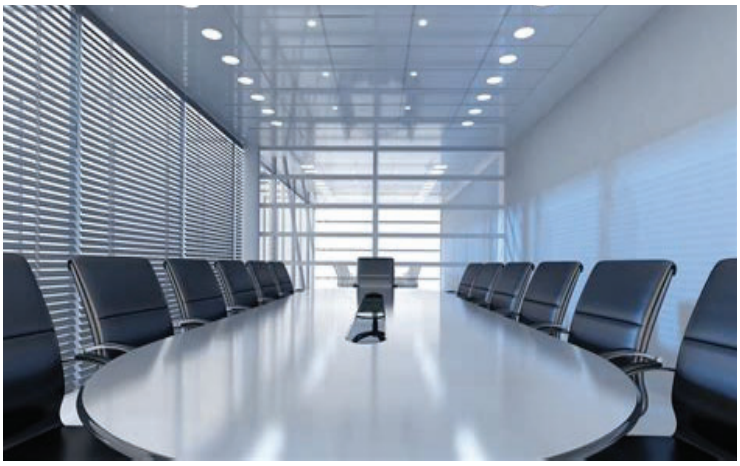


LIGHTING SYSTEM DESIGN

Qualite utilizes its experienced design team to develop complete lighting designs that provide code-compliant, yet energy-efficient, lighting systems.

PROJECT MANAGEMENT

Qualite offers complete project management to provide seamless, ontime completion of your project.



WHERE ARE WE LOCATED

Qualite maintains corperate operations in Hillsdale, MI, along with our manufacturing facility, sales and customer service teams.

COMPLETE INSTALLATION SERVICES

Allow Qualite to provide a turnkey solution. From design and manfactuing to installation by our trained factory installation and service team. Each member has extensive knowledge of our products offering code-compliant installation.

25-YEAR SERVICE WARRANTY

Qualite provides a complete 25-year service and performance warranty. This warranty includes parts, labor and equipment to keep your lighting system running at it's peak performance for a full 25 years. All service work is performed by our factory-trained service technicians. We also utilize our wireless controls for system monitoring and remote service.

Qualite SPORTS LIGHTING, LLC

DESIGNED BUILT SUPPORTED
BY AMERICANS FOR AMERICANS

THE AWARD-WINNING QLED GAMECHANGER LIGHTING SYSTEM IS DESIGNED AND MANUFACTURED IN THE USA



THE GAMECHANGER

The art of design is clearly illustrated with the QLED GameChanger™ Lighting System. With proprietary optical lenses that provide precision lighting on and off the field, the GameChanger is designed for performance and energy savings. The GameChanger is factory-aimed and guaranteed to perform as designed for 25 years.

INNOVATIVE HELICAL DESIGN

Old-style, straight crossarms are obsolete. A new, fresh approach utilizes a vertically-mounted stanchion providing lower wind loads on poles and higher performance. Also, by centering loads, lighting poles are subjected to less torsional loads, in turn extending their life. The helical design is very efficient for lighting efficiency, as well, and allows the designer to maintain good aiming angles while limiting spill.





PRECISE LIGHTING CUT-OFF

The GameChanger offers a wide range of cut-off capabilities. With precision optical lenses, lighting cut-off can be achieved in most cases. If extreme cut-off is needed, Qualite engineers add a external visor that extends the cut-off and increases the cut-off capabilities.

Qualite SPORTS LIGHTING, LLC

DESIGNED BUILT SUPPORTED BY AMERICANS FOR AMERICANS

Gamechanger Performance Specifications



ELECTRICAL DETAIL	GC600	GC1200
Input Watts	600 W	1200 W
KW Draw	.65	1.3
Lumen Output	>60,000	>120,000
Lumens/Watts	>115	>115
CCT	5,700	5,700
CRI	>80	>80
Weight	25 lbs	39 lbs

CURRENT	AMPS	AMPS
480 V, 1P	1.35	2.70
277 V, 1P	2.35	4.70
240 V, 1P	2.71	5.42
208 V, 1P	3.13	6.26
120 V, 1P	5.42	10.80

- Pre-Wired System
- Pre-Aimed Optics
- Remote Driver Enclosure
- Over Current Protected
- Power Conditioner Included
- Service Disconnect Included
- No Exposed Wiring
- Wiring Harness Included
- Wireless Controls Included
- No WIFI Required
- Dimming Capabilities
- Customer-Designed Scenes
- Advanced Scheduling Capabilities
- Remote Diagnostics Included
- Steel or Concrete Pole Options
- Precision Optics Included
- Built-In Glare Control
- IP66, -40L C TO 55L C
- Lightning Protection
- External Visor (optional)
- 24/7 Tech Support
- 25-Year Warranty
- Performance Guarantee
- Extreme Reliability
- 100,000+ hour life
- HDTV Compatible
- Retrofit Compatible
- Made in the USA
- ROHS Compliant
- Enviromentally-friendly packaging

Qualite SPORTS LIGHTING, LLC



M. Eric Boorom, Founder

- Founder of Worth Capital and Worth Investment Group
- Proven track record of over 26 years in operations management, turnarounds, workouts, banking, finance, and mergers & acquisitions
- The Bank of Tokyo-Mitsubishi, the second largest bank in the world; worked as a team member in the Special Assignments Group
- ABN-AMRO/LaSalle National Bank, one of the world's largest banks headquartered in Chicago, Illinois; Worked as a credit analyst, and was also involved in debt recapitalization, operational reengineering, turnaround financing, workout and bankruptcy transactions, real estate financing, enterprise value transactions (cash-flow based financing), mergers, acquisitions, cross-border financing and the issuance/procurement of subordinated debt, bonds and equity.
- Currently President and CEO of Worth Holdings, LLC
- Currently President and CEO of Qualite Sports Lighting, LLC
- Bachelor of Science in finance from Michigan State University

Qualite SPORTS LIGHTING, LLC



Mikel J. Boorom, P.E.
VP and Director of Product Development and Manufacturing

Mikel Boorom started his career working for Commonwealth Engineers, where he designed high-voltage steel and aluminum transmission line structures, including sectional steel pole structures, also designing the reinforced concrete foundations for the structures.

Mr. Boorom was involved with the structural concrete design for a number of nuclear power plants, and has provided engineering expertise in the fields of aerodynamics, aircraft structural analysis and design.

He has been employed by SAFRAN as an expert in the integration of aircraft diesel power plants on general aviation aircraft during which he provided on-site expertise for various projects in France and Central America. He has provided contract services for the Structural Steel Industry and Aircraft Industry. Composite materials integration in current aircraft design optimization of aero dynamic drag reduction.

He has been active in the American Institute of Steel Construction, American Concrete Institute, National Society of Professional Engineers, American Institute of Aeronautics and Astronautics, Society of Automotive Engineers, American Society of Civil Engineers and Structural Engineering Institute.

In addition, he holds an FAA Airframe and Powerplant Mechanics Certificate, Private Pilot's License, with Single Engine and Multi-Engine, Instrument Rating, Seaplane Rating. He has over 10,000 hours of fight time, ranging from ultraflights to Lear jets.

Mr. Boorom earned his bachelor of science degree in Civil/Structural Engineering from Michigan State University and additional studies in soil mechanics, composite structures design, FAA Certification procedures and Forensic Analysis of Structural Failures.



Michael Kiker
Qualite Sales Manager

Mike Kiker is currently a Sales Manager for Qualite Sports Lighting, LLC.

With over 30 years in the outdoor sports and pole industry, and with the combined experience in sales management, construction and engineering Mike has excelled in industry-related positions which include National Product Manager, Regional Sales Manager and Technical Sales Representative to Senior Vice President. With this combined experience Mike has helped to shape Qualite's vision of a total lighting solution from project development, design, sales, installation and long term service. This provides the end user a one point of contact solution.

Prior to being an employee for Qualite, Mike acted as a dedicated Sales Representative and Electrical Contractor for Qualite Sports Lighting as a respected member of Qualite's Indirect Sales Channel for over 15 years.

After successfully representing Qualite in the Alabama market, Mike moved to Texas to develop the North Texas market for Qualite. Mike's successful history resulted in him being recognized multiple years as a top sales performer by Qualite. After developing the Texas territory, Mike now resides in Florida.

Qualite SPORTS LIGHTING, LLC



Heather Jeffrey
Sales and Marketing Manager

Heather Jeffrey is the Marketing/Sales Manager for Qualite Sports Lighting.

She joined the team in 2017 and brought with her two decades of marketing, management and sales experience.

Prior to joining our team, she owned and operated her own successful marketing/sales support company. Prior to that, for 18 years, she served as the Executive Editor of two daily newspapers, two total market coverage publications and four weekly newspapers in Michigan.

She studied journalism at Michigan State University and radio/television broadcasting at Kellogg College.

Heather, who started as a customer concierge, specializes in leading our marketing efforts and customer service teams, with a special emphasis on the facilitation/management of our inside and outside sales team.

Capabilities areas of expertise:

* Sales, customer service and marketing team management;
* Oversee sales, customer service and marketing team daily duties;
* Communications;
* Customer retention;
* Software administration;
* Value-engineering options;
* Bid Packages;
* Quoting;
* Marketing presentations; and
* Email marketing.

Qualite SPORTS LIGHTING, LLC



Patricia Del Rio
Lighting Design Engineer

Patricia del Rio is an Orlando-based Lighting Design Engineer with over 20 years of experience in manufacturing engineering and the lighting industry.

Patricia joined the Qualite Sports Lighting Team in 2023. Patricia is an expert in lighting design analysis for indoor and outdoor sports projects that comply with IES lighting standards. Patricia's expertise includes indoor, outdoor, roadway, and sports lighting.

As a lighting designer, Patricia has analyzed and developed designs for occupational settings (i.e. offices, schools, warehouses), commercial settings (i.e. restaurants, hotels, parking garages), and life safety egress (i.e. corridors, stairwells). Patricia's latest experience has been with Qualite Sports Lighting, providing lighting designs for sports fields (i.e. football, soccer, baseball, softball, and more) and indoor sports facilities (i.e. basketball arenas).

Patricia is focused on excellence through continuous improvements, creative solutions, and analytical approaches to provide exceptional results. Patricia excels through mentoring, training, and empowering junior designers to excel. Patricia is a proud member of the Illuminating Engineering Society.

Capabilities and areas of expertise:

- Bachelor of Science in Mechanical Engineering from Florida Atlantic University
- Master of Science in Occupational Safety Management from Embry-Riddle Aeronautical University
- Lean manufacturing and design engineering
- Lighting Analysis & Design using AGI32 Lighting Analyst
- Understand & Interpret the NFPA Life Safety Code
- IES/NA Recommendations & Guidelines
- OSHA Compliance & Safety
- AutoCAD / REVIT / Sketchup
- Leadership & Mentoring
- Inside sales/manufacturer's representative
- Indoor, outdoor, parking garages, stairwells, commercial, industrial, sports lighting, egress

Qualite SPORTS LIGHTING, LLC



Daniel Elias, Electrical Engineer/ Master Electrician

Daniel Elias serves as Qualite Sports Lighting's electrical engineer.

He was born and raised in Argentina and came to the United States about 20 years ago. He lived in Hollywood, Florida and later moved to San Antonio, Texas, where he lives now with his wife and children.

He has worked in the electrical field for entire life and recently completed his schooling and graduated with an electrical engineer degree. He is a master electrician. He specializes in electrical layout and material planning, as well as provides on-site leadership to execute the quality of installation. He has 12 years experience in the electrical trade.

Qualite SPORTS LIGHTING, LLC



Samuel C. Spragg:
Production & Facilities Manager

Sam Spragg is the Production and Facilities Manager, with more than 15 years of experience in managing and organizing production and transportation.

Mr. Spragg joined the team in 2023, after a plant closure in the automotive industry, where he managed production employees, transportation and scheduling teams. His organization covered North America, suppling the automotive industries with just in time management. He led diverse work groups of management and union employees. Sam specializes in developing a positive workplace culture and boosting morales, as well as empowering teams and employees to achieve defined goals.

Capabilities and areas of expertise:

- Leadership, team-building, transparency;
- Promoting a safe work environment;
- Quality assurance;
- Coordinating new policies and procedures;
- Team management to effectively execute project goals;
- Review and execute production plans and material needs;
- Problem-solving;
- Identify potential cost savings;
- Oversee daily operations and scheduling of jobs;
- Encourage and enhance self-awareness;
- Promoting adaptability;
- Formulate changes to improve;
- Ability to strategize new concepts;
- Implementing product improvements; and
- 24-year career of managing a strong and efficient work force.

Qualite
SPORTS LIGHTING, LLC



Christopher Parks,
Senior Project Manager

Chris Parks is a senior project manager with Qualite, who oversees a crew for warranty and service. He also handles customer service, Qualite controls trouble-shooting, and has eight (8) years of management experience.

Mr. Parks started with the Qualite team in 2012 on the production floor and worked his way up to warehouse manager, then to purchasing manager, then to production manager and finally, to his current Senior Project Manager position. He has helped develop good production work-flow to help meet production goals and time lines.

Capabilities and areas of expertise:

- Leadership to coordinate the effective completion of production needs to meet customer deadlines
- Team management to effectively execute project goals
- Technical trouble-shooting of LED and Metal Halide systems and controls
- Oversee daily operations
- Issue resolution
- Crew route planning
- Scheduling crews and production
- Purchasing and product sourcing
- Safety procedures



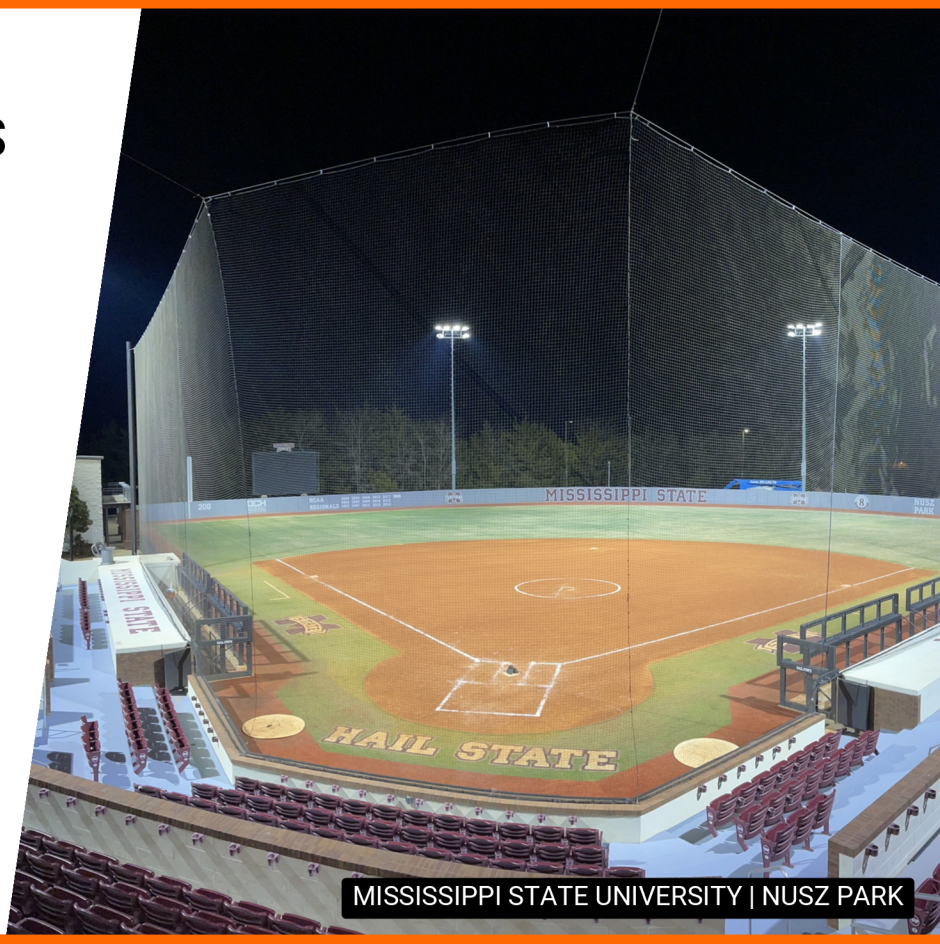
CLEMSON UNIVERSITY | HISTORIC RIGGS FIELD

PROJECT PROPOSAL

DESTIN MORGAN SPORTS COMPLEX LIGHTING

RFP NO. 24-14-REC

NOVEMBER 26, 2024



MISSISSIPPI STATE UNIVERSITY | NUSZ PARK

Submitted by

Premier Sports Lighting, LLC
2100 Chespark Drive
Gastonia, NC 28052
Phone: (800) 674-6058

DESIGN | MANUFACTURING | TURNKEY INSTALLATION

PLAY THE GAME IN A BETTER LIGHT™

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P. DELIVERY

A. INTRODUCTION

TRANSMITTAL LETTER

Premier Sports Lighting is honored to submit our proposal for the replacement of the sports lighting at the Morgan Sports Center. As a trusted manufacturer of high-performance LED lighting systems, we are excited about the opportunity to support the City of Destin in modernizing this important community facility.

We are fully committed to performing this project with precision and professionalism, ensuring a smooth execution that meets your expectations. Our understanding of the scope includes replacing the existing system with advanced, energy-efficient LED lighting designed to improve visibility, reduce maintenance, and enhance energy savings. Our approach ensures minimal disruption to the facility's operations, with a notional schedule that includes a 12 week production timeline, 1 week for delivery to site, and 8-10 weeks for installation, weather permitting. We have also accounted for potential challenges, incorporating contingencies to address weather delays or supply chain issues, ensuring consistent progress and timely completion.

Premier Sports Lighting brings unparalleled expertise and capability to this project. With over seven years of experience and a history of successful installations, we are uniquely positioned to deliver a lighting solution that meets the highest standards of quality, performance, and reliability. Our systems are designed for optimal brightness and uniformity, ensuring a superior experience for athletes and spectators alike. From design through installation and beyond, our comprehensive support ensures the project's long-term success.

We are confident that our proven track record, innovative solutions, and commitment to excellence make Premier Sports Lighting the ideal partner for the Morgan Sports Center. We look forward to the opportunity to collaborate with the City of Destin to deliver a lighting system that enhances this facility and serves the community for years to come.

Thank you for considering our proposal.
Warm Regards,



Andrew Weathers
CEO
Premier Sports Lighting, LLC

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MEET THE TEAM



Andrew Weathers

Founder
CEO

Andrew, originally from Spartanburg, SC, founded Premier Sports Lighting in 2017. He has lived in Gastonia, NC over 10 years with his wife Lindsay and their 5 children.



Tim Grooms

Co-Founder
Chief Operating Officer

Tim is from Gastonia, NC. He is a board member to several non-profit organizations and a Rotarian for 38 years. Tim and his wife of 48+ years, Candy, have 2 daughters, a son-in-law and one grandson.



Wayne Weathers

Co-Founder
Chief Business Development

Wayne, a native of Spartanburg, SC, where he and his wife, Crystal, of 40 years still reside. He develops new business relationships and manages jobsite activities for PSL. He has 2 sons and daughters-in-law and 7 grandchildren.



Sara Carringer

Executive Assistant to CEO
Project Management

Sara is from Kings Mountain, North Carolina. She is a U.S. Navy veteran. During her service, she lived in Japan for 6 years.



Madison Hyleman

Regional Sales & Marketing

Madison is a native & resident of Gastonia, NC and is a graduate of Gardner-Webb University in Cleveland County. She hosts local community & sporting events in her free time!



Raymond Kirkland

Sr. Project Manager |
Electrical License Qualifier

Raymond is originally from Florida and has lived in McDowell County, NC for over 20 years. He brings 20 years of electrical experience to our team.



Richard McSwain

Controls Engineer |
Electrical License Qualifier

Richard is a native and resident of Lincoln County. A 1984 West Lincoln High School graduate and the Vice President of the West Lincoln Alumni Association.

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BUSINESS MODEL

What sets Premier Sports Lighting apart from our top competitors?

CUSTOMIZED LIGHTING FOR EVERY FIELD



Each field has unique lighting requirements, and we tailor every solution to meet those needs. Our team of engineers and designers create lighting plans that optimize visibility and performance, ensuring an ideal lighting experience for players and spectators alike.

IN-HOUSE MANUFACTURING AND ASSEMBLY



Premier Sports Lighting maintains full control over every step of production, from initial design to final assembly. By manufacturing all components in-house, we ensure the highest quality standards and complete consistency across every lighting system we deliver.

QUALITY YOU CAN TRUST



With a commitment to excellence, Premier Sports Lighting produces durable, high-performance lighting systems you can rely on. Our all-in-house process allows us to deliver industry-leading solutions for sports fields across the country, providing reliability, longevity, and superior illumination.

PREMIER SPORTS LIGHTING'S PROCESS ENSURES YOU

PLAY THE GAME IN A BETTER LIGHT™

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POST-INSTALLATION SERVICE & SUPPORT PARTNERSHIP

At Premier Sports Lighting, we prioritize dependable service and exceptional support. We understand that maintaining your sports lighting system is critical, which is why we offer a unique service solution to ensure your lighting is always in top condition.

PARTNERING WITH LOCAL EXPERTS

When you choose Premier Sports Lighting, you're not just getting high-quality LED lighting systems; you're also gaining access to local, expert support. We will partner with an electrical contractor (EC) of your choice, who will become your dedicated local service professional. This local EC will be fully trained and educated on our LED sports lighting systems, equipping them with the skills needed to support your system for post-installation maintenance for years to come.

ONGOING SERVICE AND SUPPORT

Your local EC will be available for:

- Routine inspections and preventative maintenance
- Troubleshooting and adjustments
- Quick repairs to keep your system performing optimally

In the event of an extreme situation that your local EC cannot handle, Premier Sports Lighting has your back. Our team is prepared to be on-site within 24 to 48 hours to resolve any issues swiftly, ensuring your lights are back on when you need them.

24/7 CUSTOMER SUPPORT

Premier Sports Lighting is committed to being there whenever you need us. Our dedicated support team is available around the clock to answer questions, provide guidance, and offer peace of mind. We're only a call away, ready to support your sports lighting needs—day or night.

PLAY THE GAME IN A BETTER LIGHT™

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B. PRICE PROPOSAL SHEET

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: Premier Sports Lighting, LLC

Address: 2100 Chespark Drive

City & State: Gastonia, North Carolina Zip Code: 28052

Telephone: ( ) 704-718-6285 E-mail: madison@psl-sports.com Fax: ( ) NA

Number of Years in Business: 7+ Contact Name Madison Hyleman

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ _____
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ _____
Replacement/retrofit of lighting for two (2) parking lot areas	$ _____
10 year Warranty Service	$ Includes

Total Cost $1,100,850.00

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Madison Hyleman Sales Manager
(Print or Type)

Signature: Madison Hyleman

Date of Bid: November 26, 2024

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

C. COMPLETED FORMS

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Name: Premier Sports Lighting, LLC

Address: 2100 Chespark Drive

City, State, Zip: Gastonia, NC 28052

Telephone No.: 704-718-6285

Email: madison@psl-sports.com

Corporation	☐
Partnership	☐
Individual	☐
Other	☒ LLC

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:
   Premier Sports Lighting, LLC

   The address of the principal place of business is:
   2100 Chespark Drive,
   Gastonia, NC 28052

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: N/A

   b. State of Incorporation: N/A

   c. President's name: N/A

   d. Vice President's name: N/A

e. Secretary's name: N/A

f. Treasurer's name: N/A

g. Name and address of Resident Agent: N/A

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Premier Sports Lighting, LLC designs, manufactures, and installs our own LED sports lighting systems from 2100 Chespark Drive, Gastonia, NC 28052. Andrew Weathers, Wayne Weathers, + Tim Grooms

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

Seven years

Under what other former names has your organization operated?

None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Using reciprocity from NC, our Florid license has been board approved and review is pending as the final step.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No, we have not ever failed to complete any work awarded to us.

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

We have included sheets for each key individual.

10. State the name of the individual who will have personal supervision of the work:

Andrew Weathers and Raymond Kirkland

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Emily Leazer — Griffing Leazer, PLLC
615 S New Hope Road, Gastonia, NC 28052

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Andrew Weathers: 66.5% Wayne Weathers: 12%
Tim Grooms: 12% 2100 Chespark Drive
Gastonia, NC 28052



ANDREW WEATHERS

CEO & Founder

Andrew, originally from Spartanburg, SC, founded Premier Sports Lighting in 2017. He has lived in Gastonia, NC, for over 10 years with his bride Lindsay and their 5 children (Sa'Myah-19, Weston-10, Camden-8, Ryleigh-8, and Drew-6).

Professional Experience

- **Founder & CEO, Premier Sports Lighting, LLC – Aug. 2017 - Present**
  - Established and led Premier Sports Lighting, LLC, specializing in innovative sports lighting solutions.
  - Developed strategic partnerships and negotiated contracts with major sports facilities.
  - Oversaw product development, sales, and client relations, achieving a 200% annual revenue growth.

- **Head of Sales, Spartan Lighting – Jan. 2011 – Aug. 2017**
  - Helped start and lead sales for a National Account LED lighting distributor
  - We focus on the industrial market, selling to major Brands such as Toyota, Kloeckner Metals, and Duke Energy.

- **Wide Receivers Coach, Charleston Southern University – Aug. 2010 - Dec. 2011**
  - Served as a coach for the Charleston Southern University football team.
  - Mentored athletes in skill development, game strategies, and team dynamics.
  - Contributed to successful team seasons and player development.

Education

- **University of South Carolina, Columbia - 2007-2009**
  - Attended the University of South Carolina, focusing on Kinesiology and Exercise Science.
  - Engaged in coursework related to Kinesiology and Exercise Science.

Get in touch with Andrew

Email: andrew@psl-sports.com
Mobile: 704.689.8473
Office: 800.674.6058



WAYNE WEATHERS

Co-Founder & Chief Business Development Officer

Wayne, a native of Spartanburg, SC, where he and his wife, Crystal, of 40 years still reside. He develops new business relationships and manages jobsite activities for PSL. He has 2 sons and daughters-in-law and 7 grandchildren.

Professional Experience

- **Co-founder & Chief Business Development Officer, Premier Sports Lighting, LLC – 2017 - Present**
  - Co-founded Premier Sports Lighting, LLC, driving business development strategies and fostering partnerships.
  - Spearheaded key initiatives resulting in successful collaborations with major sports facilities.
  - Played a pivotal role in establishing market presence and driving company growth.

- **Owner, Imperial Service & Supply Inc. – 1985 - 2017**
  - Successfully owned and operated Imperial Service & Supply Inc. for over 30 years.
  - Managed all aspects of a chemical and janitorial supply company, overseeing sales, purchasing, and operations.
  - Cultivated enduring client relationships and sustained profitability through effective business practices.

Education

- **Gardner-Webb College**
  - Attended Gardner-Webb College, focusing on business administration.
  - Engaged in coursework relevant to business administration.

Get in touch with Wayne

Email: wayne@psl-sports.com
Mobile: 864.529.8070
Office: 800.674.6058



TIM GROOMS

Co-Founder & Chief Operating Officer

Tim is from Gastonia, NC. He is a board member to several non-profit organizations and a Rotarian for 38 years. Tim and his wife of 48+ years, Candy, have 2 daughters, a son-in-law and one grandson.

Professional Experience

- **Co-founder & Chief Business Operating Officer, Premier Sports Lighting, LLC – 2017 - Present**
  - Co-founded Premier Sports Lighting, LLC, driving business development strategies and fostering partnerships.
  - Spearheaded key initiatives resulting in successful collaborations with major sports facilities.
  - Played a pivotal role in establishing market presence and driving company growth.

- **Owner & Founder, JMT Automation. – 1970 - 1997**
  - Successfully owned and operated JMT Automation for 27 years.
  - Managed all aspects of an industrial automation distributor, overseeing sales, purchasing, and operations.
  - Cultivated enduring client relationships and sustained profitability through effective business practices.
  - Established JMT Automation as the largest Siemens electrical distributor in the USA.
  - Executed a strategic sale of the company in 1997.

Education

- Gaston College
  - Attended Gaston College, focusing on Accounting, Electronics and German.

Community Engagement

- Rotarian for 41+ years, contributing to various community service projects.
- Previous board chair of Gaston Together, Gaston Business Association, and board member of multiple non-profit organizations.

Get in touch with Tim

Email: Tim@psl-sports.com
Mobile: 704.674.6963
Office: 800.674.6058



RAYMOND KIRKLAND

Sr. Project Manager

Raymond is originally from Florida and has lived in McDowell County, NC for over 20 years. He brings 20 years of electrical experience to our team.

Professional Experience

- **Sr. Project Manager | Electrical License Qualifier, Premier Sports Lighting, LLC – 2023 - Present**
  - Monitor project progress and performance, identifying and mitigating risks as needed.
  - Ensure compliance with quality standards and regulatory requirements throughout.
  - Coordinate with vendors and suppliers to ensure timely delivery of materials and components to site.
  - Communicate project status and updates to senior management and stakeholders.
  - Conduct post-project evaluations to assess the success and identify areas for improvement.

- **Co-owner & Estimator, K&W Electric – June 2014 - Oct. 2022**
  - Managed & worked with a variety of residential and commercial projects including renovations and additions.
  - Coordinated permits and inspections.
  - Responsible for project estimates, budgets, schedules while coordinating with homeowners, general contractors, and sub-contractors.
  - Responsible for accounts payable, payroll, and employee reviews.

- **Electrical Estimator | Project Manager | Foreman, Whitson Electric – Jan. 2009 - Dec. 2014**
  - Prepared estimates for commercial and industrial projects.
  - Managed and worked on projects with government offices, local schools, and healthcare offices.
  - Responsible for project schedules, ordering materials, and coordinating with other contractors.

Certifications & Licenses

- **Unlimited Electrical License**
  - North Carolina
  - South Carolina
  - Georgia
  - Virginia
  - Texas
  - Alabama
  - Kentucky

Get in touch with Raymond
Email: raymond@psl-sports.com
Mobile: 828.460.5951
Office: 800.674.6058



RICHARD MCSWAIN

Controls Engineer

Richard is a native and resident of Lincoln County. He holds numerous technical SCUBA certifications and a private pilot license. He brings over 30 years of electrical experience to our team.

Professional Experience

- **Controls Engineer | Electrical License Qualifier, Premier Sports Lighting, LLC – Aug. 2021 - Present**
  - Develop web-based control systems for stadium lighting.
  - Commission controls system remotely or onsite.
  - Manage projects for electrical construction.

- **President, Intus Technology Solutions – July 2016 - Aug. 2021**
  - Provides technical solutions for industrial automation control systems in the Southeast.
    - Project types include waste water treatment plants, and high-profile manufacturing lines.

- **Outside Sales, Sterling Engineering Solutions – April 2012 - Sept. 2015**
  - Focused on industrial automation products such as radio communications, cellular communications, and Ethernet products.

Certifications & Licenses

- Unlimited Electrical License
  - North Carolina
  - South Carolina
  - Georgia
- Moxa Network Certification

Community Engagement

- Vice President of the West Lincoln Alumni Association

Get in touch with Richard

Email: richard@psl-sports.com
Mobile: 704.740.9193
Office: 800.674.6058



MADISON HYLEMAN

Regional Sales & Marketing

Madison is a native & resident of Gastonia, NC and is a graduate of Gardner-Webb University in Cleveland County. She hosts local community & sporting events in her free time!

Professional Experience

- **Regional Sales & Marketing, Premier Sports Lighting, LLC – June 2023 - Present**
  - Regional Sales of sports lighting systems.
  - Assist with developing, maintaining, and producing marketing materials and strategies for company.
  - Create social media campaigns and newsletters for client base.
  - Customer Service for current and future clients.

- **Marketing Manager, Gastonia Honey Hunters – April 2022 - June 2023**
  - Planned & executed marketing efforts for teams social media & and gameday experiences.
  - Hosted on-field activities and announcements during games.
  - Attended & planned community events on behalf of the Honey Hunters.

- **Marketing & Communications Specialist, SEM Products | PPG Industries – Sept. 2021 - March 2022**
  - Handled internal communications across SEM Products.
  - Designed & managed company social media and website.
  - Managed marketing supplies for trade shows and sales team.

Education

- **Gardner-Webb University – Bachelors, Communications (2019)**
  - Attended Gardner-Webb University, focusing on Public Relations, Marketing, and Graphic Design.
  - Engaged in coursework related to public relations, media, marketing, and graphic design.

Community Engagement

- Gastonia East Rotary Club
- Volunteer hosting local community and sporting events

Get in touch with Madison

Email: madison@psl-sports.com
Mobile: 704.718.6285
Office: 800.674.6058

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

None

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	6
b.	Non-Governmental Related Work	6
	Total Work (a +b):	12

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Pinnacle Financial Partners	3900 Pelham Road, Greenville, SC 29615	864-315-1041
Jaime Terry		

16. What will be your turnaround time for written responses to City inquires?

Less than or equal to 2 hours.

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

None

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Madison Hylman

(Title) Sales Manager

Subscribed and sworn to before me

This 22nd day of November, 20 24

SARA CARRINGER
Notary Public - North Carolina
Cleveland County
My Commission Expires Sep 19, 2029

Notary Public (Signature)

My Commission Expires: 9/19/29

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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 Destin Morgan Sports Complex Lighting

2. This sworn statement is submitted by Premier Sports Lighting whose business address is 2100 Chespark Drive Gastonia, NC 28052

and (if applicable) Federal Employer Identification Number (FEIN) is 82-2535486 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Madison Hyleman and my relationship to the entity named above is employee, Sales manager

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)

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

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

____ 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.)

Madison Blackman
(Signature)

Date: 11/22/2024

STATE OF FLORIDA
COUNTY OF Okaloosa

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 22nd day of November, 2024, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires: ~~9/2~~ 9/19/29

END OF SECTION

SARA CARRINGER
Notary Public - North Carolina
Cleveland County
My Commission Expires Sep 19, 2029

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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: Premier Sports Lighting, LLC

ADDRESS: 2100 Chesperk Drive

CITY: Gastonia STATE: NC ZIP CODE: 28052

TELEPHONE NUMBER: 800-674-6058

SIGNATURE: Madison Hyleman DATE: 11/22/2024

NAME (TYPED OR PRINTED): Madison Hyleman

TITLE: Sales Manager

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Premier Sports Lighting, LLC Principal, and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent(5%) of the Contract Bid)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.
Signed, this 26th day of November, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 2.2 All bids are rejected by Owner, or
   - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):

Premier Sports Lighting, LLC

By: Madison Hyleman (L.S.)

Title: Sales Manager

Attest: Madison Hyleman

Signature and Title

Surety (Print Full Name):

The Ohio Casualty Insurance Company

(Seal) Surety's Name and Corporate Seal

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 9505

By: [signature]

Signature (attach power of attorney)

Title: Renee Hugar, Attorney-in-Fact

Witness; Attest: Mikaila Guest

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211934-982981**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Grant Garza; Kathleen Cuckler; Renee Hugar

all of the city of Sterling state of VA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of June, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of November, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Madison Hyleman (insert name) as Sales Manager (insert title) on behalf of Premier Sports Lighting (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Premier Sports Lighting (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Premier Sports Lighting (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Madison Hyleman
Title: Sales Manager
Nongovernmental entity: Premier Sports Lighting
Date: 11/22/2024

STATE OF North Carolina
COUNTY OF Cleveland

SWORN TO AND SUBSCRIBED before me ✓ in person or ____ remote notarization by Sara Carringer as Notary Public on behalf of Madison Hyleman, who is personally known to me or who produced photo I.D. as identification this 22nd day of November, 2024.

Notary Public

(Notary Seal)

RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Premier Sports Lighting
Bidder's Company Name

2100 Chesparth Drive

Gastonia, NC 28052
Address

704-718-6285
Phone #

82-2535486
Federal ID # or SS #

Madison Hylemon
Authorized Signature

Madison Hylemon
Authorized Signatory (Print Name)

Sales Manager
Title

N/A
Fax #

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

D. PROOF OF INSURANCE

E. PROOF OF LICENSING AND CERTIFICATIONS

LICENSE NUMBER

U.15204

EXPIRATION DATE

01/26/2025

STATE OF NORTH CAROLINA
BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS

THIS IS TO CERTIFY THAT:

Premier Sports Lighting, LLC

Richard Dale McSwain, Raymond John Kirkland

is duly registered and entitled to practice Electrical Contracting in the

Unlimited Classification License
Limitation: Any project regardless of value

Witness our hands and seal of the Board

Premier Sports Lighting, LLC
2100 Chespark Drive
Gastonia, NC 28021

Chairman

Secretary - Treasurer

PROOF OF LICENSING AND CERTIFICATION

Using reciprocity from North Carolina, our Florida license has been board approved and is awaiting board review as the last step of the process. Premier Sports Lighting is expecting to receive our Florida license by December 2024.

Sincerely,



Andrew Weathers, CEO
Premier Sports Lighting

F. ADDENDUMS

G. EQUIPMENT LAYOUT

MORGAN SPORTS CENTER



170 0 170 340

ALL DIMENSIONS ARE APPROXIMATE PER INFORMATION PROVIDED.

ALL POLE LOCATIONS ARE RELATIVE TO 0,0 REFERENCE POINT.

PREMIER SPORTS LIGHTING™

CITY OF DESTIN FLORIDA — World's Luckiest Fishing Village

DESTIN MORGAN SPORTS CENTER

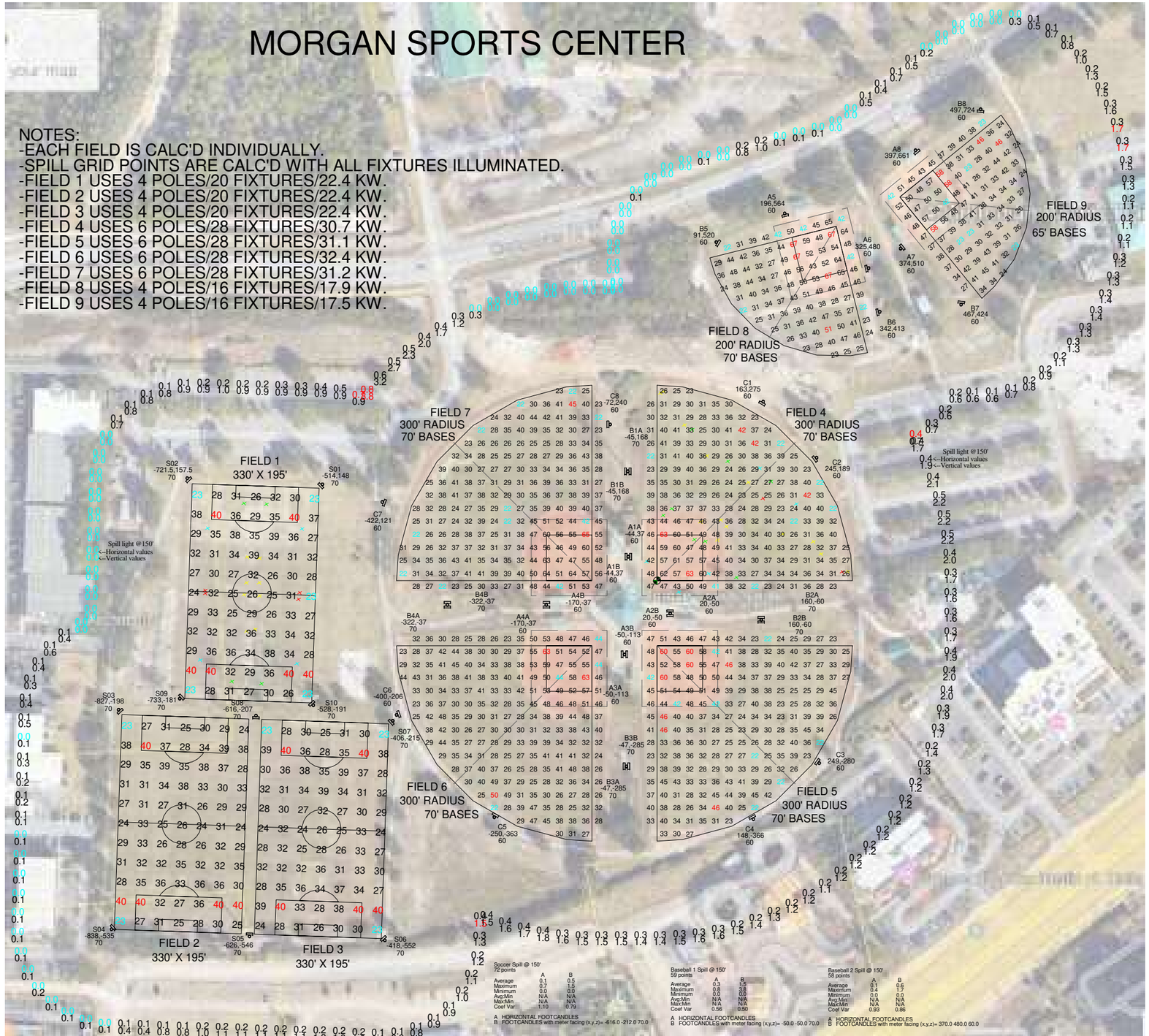
DESTIN, FL

Sheet No.	Designer:	Date/Time of Design	Drawing Number:	Rev:
1 of 1	BS	11/13/242:05	Destin Morgan	00

H. ON-FIELD LIGHTING DESIGN
I. OFF-FIELD LIGHTING DESIGN

MORGAN SPORTS CENTER

NOTES:
-EACH FIELD IS CALC'D INDIVIDUALLY.
-SPILL GRID POINTS ARE CALC'D WITH ALL FIXTURES ILLUMINATED.
-FIELD 1 USES 4 POLES/20 FIXTURES/22.4 KW.
-FIELD 2 USES 4 POLES/20 FIXTURES/22.4 KW.
-FIELD 3 USES 4 POLES/20 FIXTURES/22.4 KW.
-FIELD 4 USES 6 POLES/28 FIXTURES/30.7 KW.
-FIELD 5 USES 6 POLES/28 FIXTURES/31.1 KW.
-FIELD 6 USES 6 POLES/28 FIXTURES/32.4 KW.
-FIELD 7 USES 6 POLES/28 FIXTURES/31.2 KW.
-FIELD 8 USES 4 POLES/16 FIXTURES/17.9 KW.
-FIELD 9 USES 4 POLES/16 FIXTURES/17.5 KW.



Soccer Spill @ 150'
72 points

	A	B
Average	0.1	0.5
Maximum	0.7	1.5
Minimum	0.0	0.0
Avg:Min	N/A	N/A
Max:Min	N/A	N/A
Coef Var	1.10	0.79

A HORIZONTAL FOOTCANDLES
B FOOTCANDLES with meter facing (x,y,z)= -616.0 -212.0 70.0

Baseball 1 Spill @ 150'
59 points

	A	B
Average	0.3	1.5
Maximum	0.8	3.8
Minimum	0.0	0.0
Avg:Min	N/A	N/A
Max:Min	N/A	N/A
Coef Var	0.56	0.50

A HORIZONTAL FOOTCANDLES
B FOOTCANDLES with meter facing (x,y,z)= -50.0 -50.0 70.0

Baseball 2 Spill @ 150'
58 points

	A	B
Average	0.1	0.6
Maximum	0.4	1.7
Minimum	0.0	0.0
Avg:Min	N/A	N/A
Max:Min	N/A	N/A
Coef Var	0.93	0.86

A HORIZONTAL FOOTCANDLES
B FOOTCANDLES with meter facing (x,y,z)= 370.0 480.0 60.0

Field 4
201 points (36 infield, 165 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	32	51
Maximum	42	63
Minimum	22	41
Avg:Min	1.43	1.23
Max:Min	1.91	1.54
Coef Var	0.18	0.14
UnifGrad	1.82	1.43

Field 5
201 points (36 infield, 165 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	33	50
Maximum	46	60
Minimum	22	42
Avg:Min	1.50	1.18
Max:Min	2.09	1.43
Coef Var	0.20	0.12
UnifGrad	2.05	1.43

Field 6
201 points (36 infield, 165 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	34	51
Maximum	51	63
Minimum	22	44
Avg:Min	1.54	1.16
Max:Min	2.27	1.43
Coef Var	0.19	0.10
UnifGrad	2.27	1.37

Field 7
201 points (36 infield, 165 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	32	52
Maximum	45	65
Minimum	22	42
Avg:Min	1.46	1.23
Max:Min	2.05	1.55
Coef Var	0.18	0.13
UnifGrad	2.05	1.55

Field 8
96 points (36 infield, 60 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	34	52
Maximum	51	67
Minimum	22	42
Avg:Min	1.55	1.24
Max:Min	2.32	1.60
Coef Var	0.23	0.16
UnifGrad	2.00	1.55

Field 9
96 points (25 infield, 71 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	34	50
Maximum	46	58
Minimum	23	42
Avg:Min	1.48	1.18
Max:Min	2.00	1.38
Coef Var	0.19	0.10
UnifGrad	1.75	1.33

Pole	x-loc	y-loc	height	PSL N 1200	PSL M 1200	PSL W 1200	PSL W 800	Total	kw
A1A	-44	37	60ft		1	2	1	4	4.4
A1B	-44	37	60ft		1	2	1	4	4.4
A2A	20	-50	60ft		1	2	1	4	4.4
A2B	20	-50	60ft		1	2	1	4	4.4
A3A	-50	-113	60ft		2	1	1	4	4.4
A3B	-50	-113	60ft		2	1	1	4	4.4
A4A	-170	-37	60ft		1	3		4	4.8
A4B	-170	-37	60ft		1	1	2	4	4.0
A5	196	564	60ft		2	1		3	3.6
A6	325	480	60ft		2	1		3	3.6
A7	374	510	60ft		1	2		3	3.6
A8	397	661	60ft		1	2		3	3.6
B1A	-45	168	70ft		5		1	6	6.8
B1B	-45	168	70ft	2	1	2	1	6	6.8
B2A	160	-60	70ft	1	4		1	6	6.8
B2B	160	-60	70ft	1	3	1	1	6	6.8
B3A	-47	-285	70ft	1	3	2		6	7.2
B3B	-47	-285	70ft		3	3		6	7.2
B4A	-322	-37	70ft	2	2	2		6	7.2
B4B	-322	-37	70ft	2	1	2	1	6	6.8
B5	91	520	60ft		3		2	5	5.2
B6	342	413	60ft		2	2	1	5	5.6
B7	467	424	60ft		3		2	5	5.2
B8	497	724	60ft		3		2	5	5.2
C1	163	275	60ft		1	2	1	4	4.4
C2	245	189	60ft	1	1		2	4	4.0
C3	249	-280	60ft	1		1	2	4	4.0
C4	148	-366	60ft		1	2	1	4	4.4
C5	-250	-363	60ft		1	2	1	4	4.4
C6	-400	-206	60ft		1	2	1	4	4.4
C7	-422	121	60ft	2		2		4	4.8
C8	-72	240	60ft	2	1		1	4	4.4
S01	-514	148	70ft	1	2	1	1	5	5.6
S02	-721.5	157.5	70ft	1	2	1	1	5	5.6
S03	-827	-198	70ft	1	2	1	1	5	5.6
S04	-838	-535	70ft	1	2	1	1	5	5.6
S05	-626	-546	70ft	2	4	2	2	10	11.2
S06	-418	-552	70ft	1	2	1	1	5	5.6
S07	-406	-215	70ft	1	2	1	1	5	5.6
S08	-616	-207	70ft	2	4	2	2	10	11.2
S09	-733	-181	70ft	1	2	1	1	5	5.6
S10	-528	-191	70ft	1	2	1	1	5	5.6
Total				27	79	57	41	204	228.0

PSL N 1200 — PSL M 1200 — PSL W 1200 — PSL W 800

Field 1
77 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES

Average	31
Maximum	40
Minimum	23
Avg:Min	1.37
Max:Min	1.74
Coef Var	0.15
UnifGrad	1.74

Field 2
77 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES

Average	31
Maximum	40
Minimum	23
Avg:Min	1.36
Max:Min	1.74
Coef Var	0.15
UnifGrad	1.74

Field 3
77 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES

Average	31
Maximum	40
Minimum	23
Avg:Min	1.37
Max:Min	1.74
Coef Var	0.15
UnifGrad	1.74

ALL DIMENSIONS ARE APPROXIMATE PER INFORMATION PROVIDED.

ALL POLE LOCATIONS ARE RELATIVE TO 0,0 REFERENCE POINT.

N

170 0 170 340

PREMIER SPORTS LIGHTING™

CITY OF DESTIN FLORIDA — World's Luckiest Fishing Village

DESTIN MORGAN SPORTS CENTER

DESTIN, FL

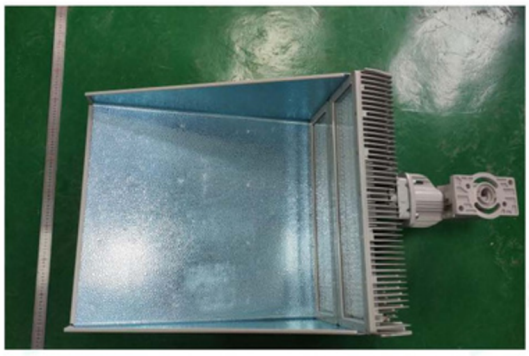
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J. PHOTOMETRIC REPORT

PLAY THE GAME IN A BETTER LIGHT™

Luminaire Description:	Grey aluminium housing, clear glass lens enclosure
Lamp:	582 White LEDS
Mounting:	Pole/Arm
Ballast/Driver:	Upowertek SLK-1K2-C400-ENV-HV0000

Luminaire



Luminaire Characteristics

Luminous Length:	11.00 in.
Luminous Width:	24.00 in.
Luminous Height:	7.25 in.

Summary of Results

Integrating Sphere

Luminous Flux:	156,579 Lumens
Efficacy:	131.92 lm/w
CCT:	5748 K
CRI (Ra):	74.1

Distribution

Total Luminaire Output:	156,620 Lumens
Luminaire Efficacy:	132 lm/w
Maximum Candela:	1,006,626 Candela

Electrical Data at 479 VAC

Test Temperature:	45.7 °C
Voltage:	479.9 VAC
Current:	1.431 A
Power:	1,187.18 W
Power Factor:	0.998
Frequency:	60 Hz
Current THD:	10.8 %

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K. PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Premier Sports Lighting commits to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner.

Sincerely,

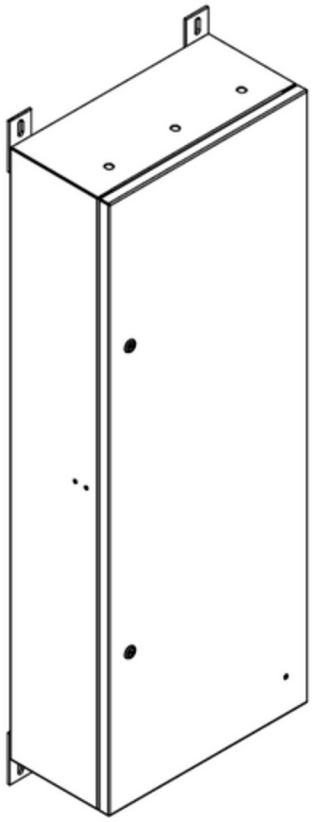
Andrew Weathers

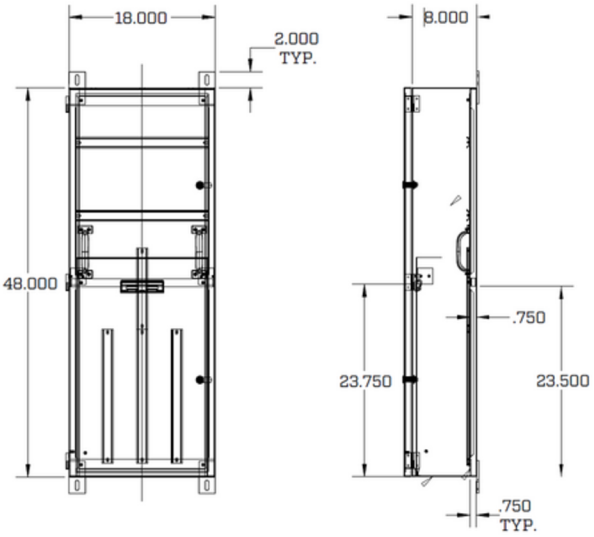
Andrew Weathers, CEO
Premier Sports Lighting



L. CONTROL & MONITORING SYSTEM

CONTROL PRO™





OVERVIEW

The lighting contractor cabinet provides on/off control of the lighting system, remote monitoring, and manual-switch operation.

CONTROL FEATURES

- Lighting system and other customer equipment
- Customized on/off control via the website, smartphone, etc.
- Multi-level user security settings
- Siemens selector switch (On/Off/Auto)
- Up to 6 controllable zones (1 switch per zone)

MONITORING

- Detects light fixture outages
  - if 10% of LEDs fail, the system sends an alert.
- Detects driver failure
- Detects blown fuse(s)
- Detects lightning strikes within 1 mile and triggers a diagnostic to run and check for damages.

SUPPORT

- 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Luminaire outage notification within the next business day
- Customized usage reports through the website

TECHNICAL SPECIFICATIONS

- UL Listed: E527745
- Operating Temp.: -4˚F to 140˚F (-20˚C to 60˚C)
- Weight: Max 62 lb. (28 kg)
- Dimensions: 48 x 18 x 8 in (1219 x 457 x 203 mm)

Contactor Current Rating

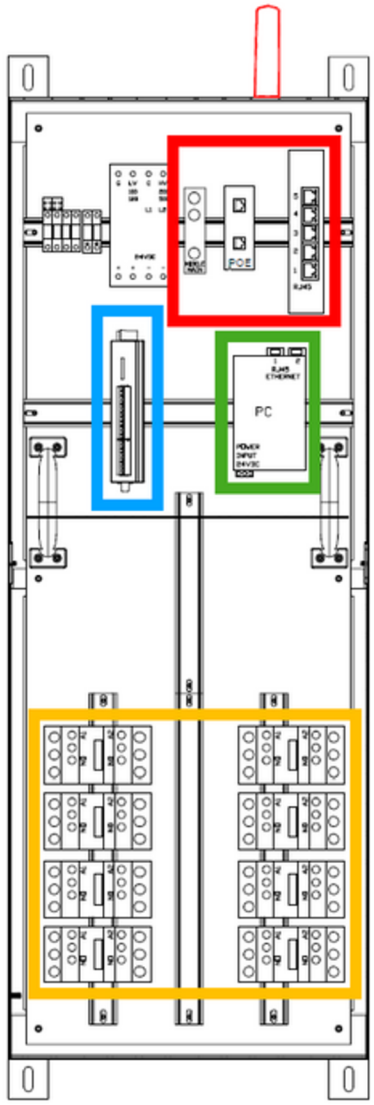
- 30A, 600V rated
- 50A, 600V rated
- 100A, 600V rated

MADE IN THE USA

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

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CONTROL PRO™



CONSTRUCTION

- NEMA Type 4 Enclosure
- Powder-Coated aluminum (14 gauge)
- A protective cover isolates high voltage

INTERNAL DETAILS

- Built-in a UL 508A panel shop
- Factory wired, programmed and tested
- Internally fused
- Control power terminal blocks
- One circuit powers the entire cabinet

MASTER CONTROLLER

- The main controller meets UL 62368
- Receives and stores schedules from the Contro Pro™ website
- Contains a localized stand-alone control system in case of broadband disruption.
- Theatrical controls are built into the PC

DIGITAL I/O MODULE

- Provides system control via selector switches
- Provides digital inputs and relay outputs
- Provides contactor status (on/off)
- Provides selector switch position
- Wide operating temperature -40°C to 75°C (40°F to 167°F)
- Provides a failsafe in the event of catastrophic control system failure
- Class 1 Division 2 programmable controller
- UL File Number: E312544

CONTACTORS

- Switches fields based on the Digital I/O module
- Tested and UL-Listed for continuous operation at 100% of rated current
- All contactors are in a common cabinet.
  - **Not located at each pole.**

COMMUNICATION MODULES

- Provides remote access via PSL-provided cellular or customer-provided network.
- Two-way high-speed connection with no additional monthly charges during the warranty period.

MADE IN THE USA

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

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M. WARRANTY

25 YEARS WARRANTY

Premier Sports Lighting, LLC provides a 25-year "all-inclusive warranty" to the owner for complete peace of mind at no out-of-pocket cost.

What this warranty covers:
Premier Sports Lighting, LLC warrants the Remote Pro LED Lighting System for 25 years of 15,000 hours of usage from failure. All fixtures and/or components are covered under this warranty for the full 25 years. All necessary labor, parts, wiring, etc., will be replaced or corrected at PSL's expense. The use and cost of equipment (cranes, lifts, or other heavy construction equipment) are included in this warranty at PSL's expense.

What is not covered:
- Acts of God (flood, hurricane, lightning, tornado, strong winds, hail, etc.)
- Vandalism
- Damage from improper installation
- Non-compliant power conditions

Conditions of Service:
- Adequate, pre-determined egress/ingress is required for heavy service equipment.
  - No matting will be used, but PSL will make every effort to keep field damage to a minimum.
  - If there is damage to the field, it will be the customer's responsibility to rectify.
- Safe working environment for crews.

Response Time:
- Normal non-emergency service work will be scheduled within the owner's requirements.
- Emergency service response will occur within a 24-hour period.

Notes:
This warranty is intended for normal usage for all Premier Sports Lighting's systems installed on a grade school, high school sports venue, charter school, park and recreation, collegiate level, or another venue with normal use considerations. Please contact Premier Sports Lighting for high or extreme use facilities. High and extreme use could be long daily runtime hours, running lights during the daytime, etc.
- If using existing poles in a retrofit/upgrade project, the warranty automatically becomes ten years.
- 15,000 hours of usage equates to 600 hours per year of availability.

PLAY THE GAME IN A BETTER LIGHT™

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N. PROJECT REFERENCES

PROJECT REFERENCES

Piedmont Charter High School
Terry Radford
Director of Athletics
Cell: 704-460-5598
Email: terry.radford@pccharter.org
Work Completed: New sports lighting construction at the schools soccer stadium.

H&W Construction
Luke Boles
Project Manager
Cell: 540-974-6967
Email: luke.b@aikensgroup.com
Currently Building: H&W is the GC for the City of Winchester projects. Working on many projects currently.

CHA Consulting
Tim Riordan
Principal Engineer
Cell: 240-994-3746
Email: triordan@chacompanies.com
Relationship: Electrical Engineering Firm

Power Concepts Inc.
Phil Fisher
President
Office: 540-542-0667
Email: phillip.fisher@powerconceptsinc.com
Work Completed: Completed 2 fields in the City of Winchester, VA.

School District Five of Lexington and Richland Counties
Steve Kane
Operations Supervisor, Facilities Dept.
Office: 803-476-8151
Email: skane@lexrich5.org
Work Completed: Completed 2 fields for Irmo High School and Dutch Fork High School in SC.

Presbyterian College
Chad L. Mason
Senior Associate Athletic Director
Office: 864-833-8242
Email: cmason@pesby.edu
Work Completed: Upgrade of basketball facility with LED with theatrical controls.

PLAY THE GAME IN A BETTER LIGHT™

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CITY OF WINCHESTER

PROJECT HIGHLIGHTS



40 REMOTE PRO FIXTURES

49% ENERGY REDUCTION

30 FOOT CANDLES

1 CONTROL PRO PLUS

Premier Sports Lighting recently installed cutting-edge LED systems at two new soccer fields in Winchester, VA, enhancing the city's athletic complex. The Winchester Parks and Recreation Department chose these lights for their energy efficiency, superior illumination, and cost-effectiveness, enabling the community to enjoy nighttime soccer games.

With these new lights, Winchester has expanded the complex's usability, providing bright, consistent lighting for players and spectators while reducing energy costs. This project highlights Premier Sports Lighting's dedication to delivering top-tier, innovative lighting solutions tailored to community needs.



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CLEMSON UNIVERSITY

PROJECT HIGHLIGHTS



82 REMOTE PRO FIXTURES	**49%** ENERGY REDUCTION	**75** FOOT CANDLES	**1** CONTROL PRO PLUS

Clemson University has significantly enhanced the sports lighting at Historic Riggs Field using cutting-edge LED technology. This upgrade not only amplifies the fan experience with a vibrant atmosphere but also improves the venue's efficiency with increased light levels.

The better visibility benefits both players and spectators and even aids broadcast clarity. Complemented by a robust 10-year parts and labor warranty, this advancement reaffirms Clemson University's commitment to offering superior sporting conditions.

The LED upgrade at Riggs Field represents a balance of tradition and modern technology, demonstrating the university's dedication to top-tier sports environments.

"From beginning to end, our experience working with Premier Sports Lighting has been nothing short of exceptional. They were readily available and consistently fulfilled every promise they made. Their commitment to delivering exactly what they pledged has been truly commendable."

ERIC SABIN
SENIOR ASSOCIATE AD
CLEMSON UNIVERSITY

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MISSISSIPPI STATE UNIVERSITY

PROJECT HIGHLIGHTES



46 REMOTE PRO FIXTURES

65% ENERGY REDUCTION

100/70 FOOT CANDLES

1 CONTROL PRO PLUS

Mississippi State University has carried out a significant upgrade of the sports lighting system at the renowned Nusz Park, using the latest LED technology. This improvement is part of an overarching plan to transform Nusz Park into the premier softball stadium in the Southeastern Conference.

The enhanced lighting not only enriches the fan experience by creating a dynamic and vibrant atmosphere but also heightens the venue's efficiency with superior light levels. The advanced visibility enriches the experience for players, spectators, and even improves broadcast quality.

Solidifying this endeavor is a substantial 10-year parts and labor warranty, which signifies Mississippi State's commitment to excellence and durability. The LED upgrade at Nusz Park is a testament to the university's dedication to providing the ultimate sport's settings, blending tradition with state-of-the-art technology.

> “Working with Premier Sports Lighting has been tremendous from start to finish. They were accessible and they delivered exactly what they said they were going to deliver. With the different controls, and the ability to "dance" the lighting system, it’s one of those things I think fans will want to come to see and keep coming back for.”

CHES FEDRICK
DIRECTOR, PLANNING, DESIGN, & CONSTRUCTION ADMINISTRATION
MISSISSIPPI STATE UNIVERSITY

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GEORGIA HIGHLANDS COLLEGE

PROJECT HIGHLIGHTS



120 REMOTE PRO FIXTURES	**65%** ENERGY REDUCTION	**70/50** FOOT CANDLES	**1** CONTROL PRO PLUS

Georgia Highlands College recently took a significant stride towards enhancing their sports facilities by installing new state-of-the-art lighting systems in their baseball and softball stadiums. For the first time in the college's history, these fields are equipped with high-performance lighting that will improve visibility for players and enhance the spectator experience.

The move aligns with the college's commitment to promoting a thriving sports culture and providing top-notch facilities for athletes and fans alike. This step represents a monumental advancement in the sports infrastructure of the college, setting the stage for thrilling night-time games and paving the way for potential larger scale events and tournaments.



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CHRIST SCHOOL

PROJECT HIGHLIGHTES



78 REMOTE PRO FIXTURES	**65%** ENERGY REDUCTION	**50** FOOT CANDLES	**1** CONTROL PRO PLUS

Christ School in Arden, NC, wanted to light their baseball and soccer/lacrosse fields for the very first time in their storied history. Christ School is located in Western North Carolina, which provides its own challenges with access to the site, which is 2,218 feet above seas level.

The Remote Pro 750W was utilized with great success. Each field meets the North Carolina High School lighting standards for its respective sports. The lighting now provides a year-round facility for its students and student-athletes to utilize.



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PIEDMONT COMMUNITY CHARTER

PROJECT HIGHLIGHTES



36	REMOTE PRO FIXTURES	**65%**	ENERGY REDUCTION	**50**	FOOT CANDLES	**1**	CONTROL PRO PLUS

Piedmont Community Charter School recently made the transition to LED sports lighting, marking a significant milestone in its commitment to enhancing the school's athletic facilities and promoting sustainable practices. The newly installed state-of-the-art LED lighting system provides superior illumination for the sports fields and offers substantial energy savings, reflecting the school's dedication to environmental responsibility.

The switch to LED lighting has revolutionized the school's athletic program by enabling night-time games, creating opportunities for larger audiences, and enhancing the overall experience for both athletes and spectators. Additionally, the excellent visibility provided by these lights is anticipated to contribute positively to the performance of athletes and the safety of all users of the field.

"As Athletic Director, I've had the privilege to witness many improvements across our sports facilities, but the installation of these new LED sports lights truly stands apart. The illumination they provide is nothing short of magnificent; it's like daylight on the field even in the middle of the night. The enhancement they bring to both the players' performance and the spectators' experience is immeasurable.

TERRY RADFORD
DIRECTOR OF ATHLETICS
PIEDMONT COMMUNITY CHARTER HIGH SCHOOL

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0. PRODUCT INFORMATION

POLE TOP ASSEMBLY



OVERVIEW

The factory-aimed and built pole-top luminaire assembly bolts or straps to the top of the sports pole, whether concrete or steel.

FEATURES

- Each luminaire is factory-built, tested, and ships assembled to cross arm.
- Luminaires are factory-aimed to one-tenth degree of accuracy.
- Bolting to new pole utilizes 5/8" DA Bolts.
- Strapping to an existing pole utilizes 1-1/2" stainless steel straps.
- All luminaires are factory-wired to a quick-connect harness for easy installation.
- Labels identify pole and luminaire locations.
- No exposed wiring or conduit.

CONSTRUCTION

- Crossarms and pole shaft hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards.
- All aluminum components are powder-coated or anodized to mil-A-8625F and BS 5599.
- The luminaire and knuckle mount are powder-coated die-cast aluminum.
- All stainless steel fasteners are passivated and coated.
- Crossarms are constructed of rectangular steel tubing.

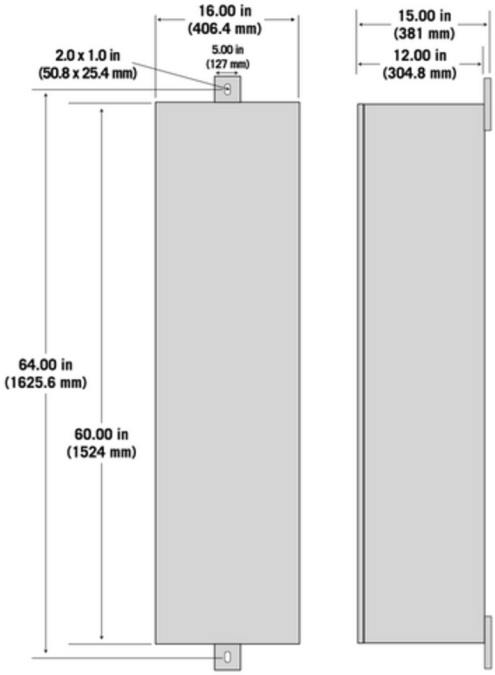
QUALITY TEST

- Electrical continuity.
- Burn test and controls verification testing with pole-length wire harness and enclosure.

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ELECTRICAL ENCLOSURE





OVERVIEW

The Remote Pro™ System from Premier Sports Lighting represents a superior, high-grade lighting solution designed for professional-grade sports lighting installations. The inclusion of our innovative remote driver system facilitates effortless access to key components, requiring nothing more than a compact step ladder. This effectively eliminates the need for pole-top maintenance, signifying a notable advancement in lighting technology maintenance protocols.

FEATURES

- Factory-built and tested as a unit
- Quick connect plugs for easy field repair
- Mounted 10ft above grade for easy serviceability
- Labeled with pole identification and electrical information
- Drivers individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Rotary Disconnect per circuit

TECHNICAL SPECIFICATIONS

- Constructed of aluminum and powder-coated 2mils
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 60˚ C (140˚ F) ambient temperature
- Aluminum lift-off hinges for easy access to the interior of the enclosure
- Stainless steel lockable latches
- Meets touch-safe standards
- Approximate weight: <125 lbs. fully assembled

MADE IN THE USA

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

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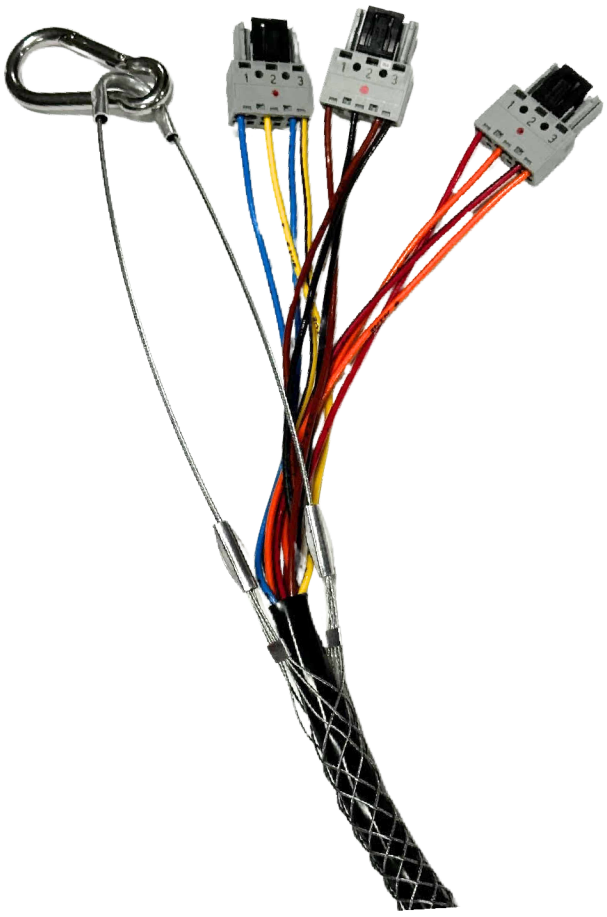
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ELECTRICAL ENCLOSURE



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POLE LENGTH HARNESS



OVERVIEW

Factory-built wire harness connects the electrical enclosure to our cross-arm assemblies.

FEATURES

- Wago® Cage Clamp® connectors (Male & Female)
- Locking lever on connector to prevent loose connection
- 100% protected against mismating
- Stainless steel cable support grip
- Stainless steel carabiner to alleviate strain on connections
- All internal wiring, no exposed wires to the elements

CONSTRUCTION

- UL Type TC-ER, PVC/Nylon/PVC, Unshielded, 600V
- UL 1581 Compliance
- ICEA S-95-658 Compliance
- UL 1277 Type TC-ER for 3 or more conductors
- UL File # E57179
- Internal cable support grip with carabiner
- Each harness supports up to (6) luminaires
- #16 AWG 12C for up to six luminaires
- #16 AWG 8C for up to four luminaires
- Jacket: lead-free, flame-retardant, sunlight-resistant Polyvinyl Chloride (PVC)

MADE IN THE USA

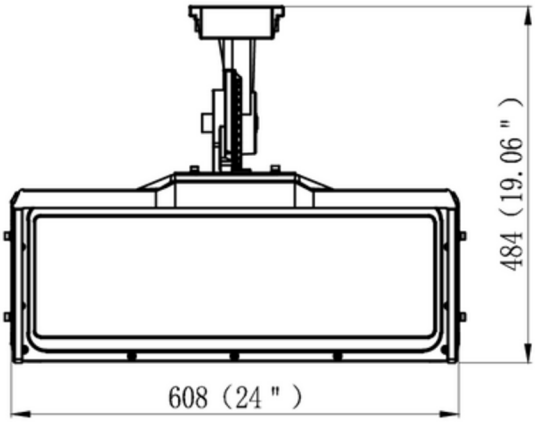
UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

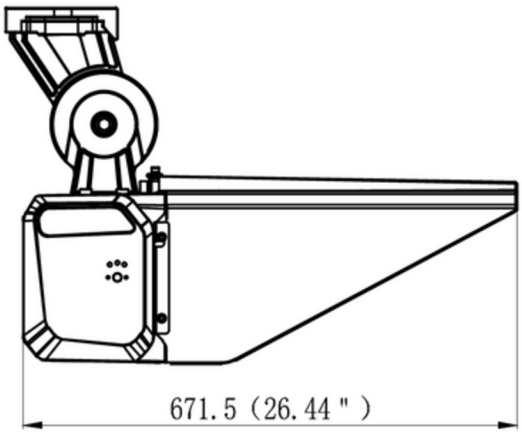
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REMOTE PRO™ 1200W







Product Details

- 150,000+ lumen output
- Glare and cutoff control via TIR Optical System, Internal Shielding, and Pebble Textured Visor
- Virtually eliminate maintenance with accessible components
- Industry-leading light source reliability with low drive current LEDs
- Wireless and Wired control options to suit your needs

UL Listing Number	E520884
Lumens	150,000
Input Wattage	1200W
Input Voltage	180 ~ 528VAC
Efficiency	Up to 130 lm/W
CRI	75 Typical, 74 minimum
Color Temperature (CCT)	5700K
Distribution	Asymmetrical
Dimming Range	Dim to Off, 10% to 100%
UL Ambient Temp. rating	-30°C to +50°C (-22°F to 122°F)
Usage	Indoor and Outdoor
Mounting	Custom Top Mount Knuckle
Wind Speed Rating (aiming only)	150 mi/h
Surge Protection	Each enclosure has 75kVa per line
Weight (luminaire)	24.5 lbs.
EPA (Effective Projected Area)	< 2.00 (sq. ft.)
Ingress Protection	IP66
Material & Finish	Die-cast aluminum, powder coated

RoHS COMPLIANT · DESIGNED ENGINEERED ASSEMBLED IN THE USA · 3G VIBRATION CERTIFIED · DLC LISTED PREMIUM · c UL us LISTED

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REMOTE PRO™ 1200W

Heat Sink

- High thermal conductivity, corrosion-resistant construction.
- Machined mounting surface for maximum heat transfer of the diode assembly.

Optics

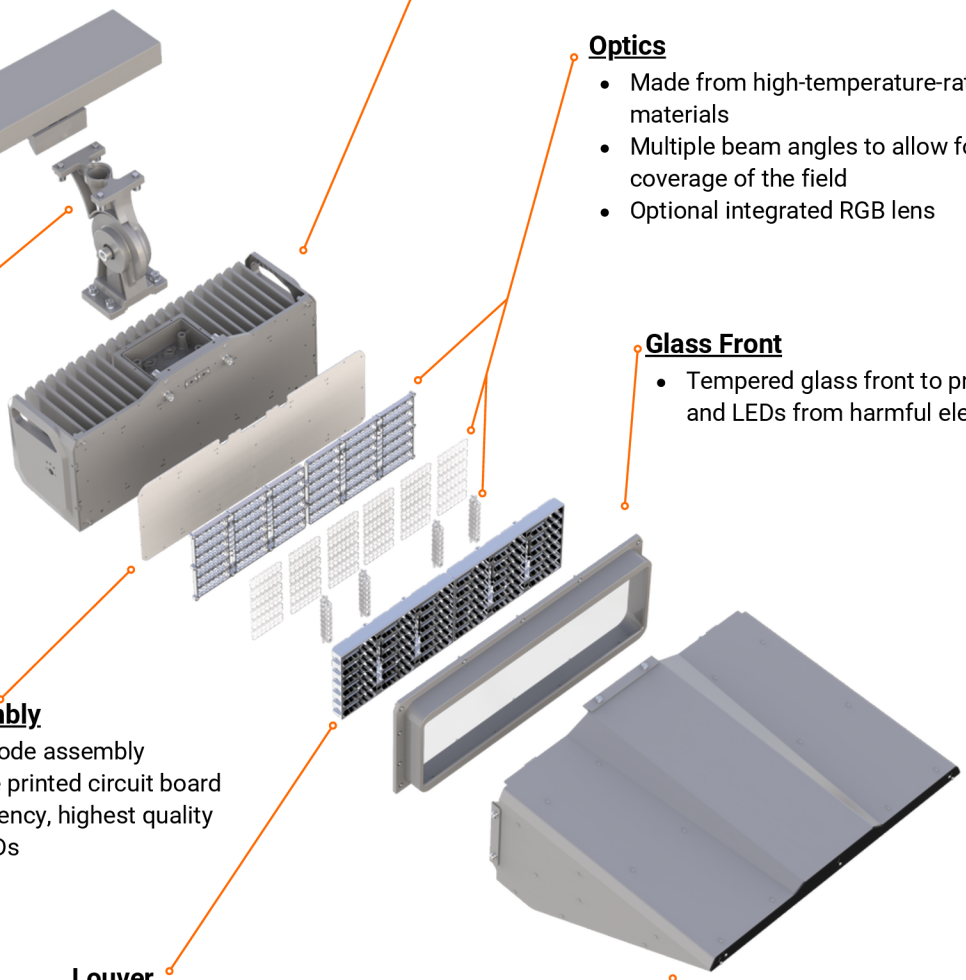
- Made from high-temperature-rated UL-listed materials
- Multiple beam angles to allow for even light coverage of the field
- Optional integrated RGB lens

Glass Front

- Tempered glass front to protect the optics and LEDs from harmful elements

Knuckle Mount

- Factory aimed for precision aiming
- Maintains alignment in up to 150 mph winds
- Internal wiring protected from elements



Diode Assembly

- Custom diode assembly
- Metal core printed circuit board
- High efficiency, highest quality Osram LEDs

Louver

- Made with reflective aluminum with a reflection rate of over 97%.
- Reduces spill and glare
- Multiple options for precision light control

Visor

- Enhances our ability to control light spill
- Reduces unwanted candela on neighboring properties.

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REMOTE PRO 1200W™

ELECTRICAL PERFORMANCE DATA

PN	Input Voltage Range	Nominal Input Power	Input Current	Power Factor (>60%load)	THD (>60%)	Inrush (A2s)	Peak Inrush (A)
1200w	208V	1200	4.81A Max	0.98	≤ 5%	< 0.25	5.5A
	240V	1200	4.17A Max	0.97	≤ 6%	< 0.25	7.1A
	277V	1200	3.62A Max	0.98	≤ 6%	< 0.25	7.1A
	480V	1200	2.09A Max	0.97	≤ 7.5%	< 0.50	16.3A

OPTICAL PERFORMANCE DATA

Optic	NEMA Type	CRI	CCT	Delivered Lumens	Input Power	Lm/W	Beam Angle	Field Angle
Narrow	Asymmetrical 10˚ x 25˚	Typical 75	5700K	150,070	1208.11	125	H 11.6˚ V 10.8˚	H 25.1˚ V 27˚
Medium	Asymmetrical 20˚ x 40˚	Typical 75	5700K	147,110	1191.60	124	H 31.6˚ V 17.7˚	H 53˚ V 38.9˚
Wide	Asymmetrical 40˚ x 80˚	Typical 75	5700K	147,670	1201.05	123	H 74.3˚ V 39.9˚	H 123.6˚ V 81.5˚

RoHS COMPLIANT · DESIGNED ENGINEERED ASSEMBLED IN THE USA · 3G VIBRATION CERTIFIED · DLC LISTED PREMIUM · c UL us LISTED

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SURGE PROTECTION

Surge protection plays a vital role in maintaining the quality of LED sports lighting. Power surges, marked by sudden spikes in electrical voltage, can severely damage the intricate electronics within LED lighting systems. This not only risks the lifespan of the lighting fixtures but can also degrade the lighting quality, leading to uneven or subpar illumination. With the implementation of our surge protection, we can prevent such damage, ensuring that our lighting system continues to provide consistent, high-quality illumination necessary for your sporting events. Hence, surge protection is essential for both the longevity and performance of LED sports lighting.

Surge protection is essential for the longevity of LED sports lighting for several reasons:



PROTECTION VS POWER SURGES

LED sports lights are sensitive devices. Power surges, can cause immediate, irreversible damage.



PREVENT FREQUENT REPLACEMENTS

Surge protection helps to enhance the longevity of the lighting system by protecting them from electrical damage and reducing replacement.



MAINTAIN LIGHTING QUALITY

A power surges can deteriorate the performance of LED lights, leading to poor quality. Surge protection ensures the consistency of lighting performance.



SAFEGUARDING OTHER EQUIPMENT

Surge protectors shield LED sports lights and indirectly the entire connected electrical system from power surge damages.



ENSURING SAFETY

Electrical surges can result in sparking or even fires, posing a risk to the safety of the venue and its users. Using surge protectors can mitigate this risk, ensuring the overall safety of the sports facility.

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SURGE PRO™ SYSTEM



SERVICE ENTRANCE

PSL utilizes a 200kA surge suppressor, a robust and high-capacity device strategically installed at the main electrical service entrance panel, which effectively shields the entire electrical system downstream.



POLE PROTECTION

PSL utilizes Type 1 Surge Protection Devices (SPDs) at each electrical enclosure for branch circuits to safeguard components from transient overvoltage or surges by limiting the fault current to a load or the unit being protected.



DRIVER PROTECTION

Our drivers feature cutting-edge advancements in their design, incorporating built-in surge protection and over-temperature protection mechanisms, which ensure the extended longevity and reliability of the driver, offering enhanced durability and peace of mind to users.

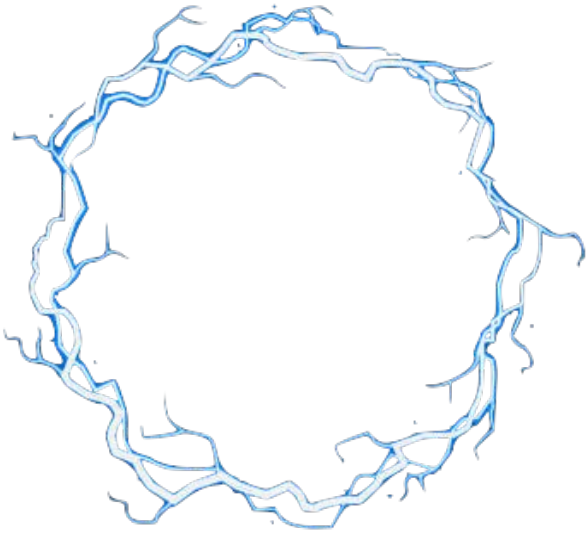
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P. DELIVERY

DELIVERY

The standard delivery time for Premier Sports Lighting is 8 - 12 weeks.

Destin Morgan Sports Center Lighting
Solicitation ID: RFB No. 24-14-REC



Respondent Submission
November 26, 2024

Submitted To:
City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail, Destin, FL 32541
850-837-4242
clerk@cityofdestin.com

Submitted By:
Omar Rivera
Senior Vice President - Product Strategy and Innovation
Orion Energy Systems, Inc
2210 Woodland Drive,
Manitowoc, Wisconsin 54220
Office: (904) 990-7041
Email: orivera@oesx.com
UEI: JZJ4KYXV8QF6
CAGE: 1TK58
Primary NAICS Code: 541330

Omar Rivera
Senior Vice President - Product Strategy and Innovation
Authorized Negotiator / Signatory Agent
Email: orivera@oesx.com
Office: (904) 990-7041

The following proposal submitted in response to the contract opportunity for **SOLICITATION ID AND WHAT FOR.** Orion Energy Systems, Inc is in full agreement with all terms, conditions, amendments, and provisions included in the solicitation and agreement to furnish any or all items in accordance with **Solicitation ID:**

Orion Energy Systems, Inc will hold our offer valid for 120 days after the solicitation closing date, **DATE** unless requested to further extend it by the Contracting Officer.

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Transmittal Letter

Destin Morgan Sports Center Lighting RFB NO. 24-14-REC

Orion Energy System is a NASDAQ company that has executed thousands of retrofit projects for Government and Commercial entities nationwide. This is our area of strength, for which we are well-known. While we are Headquartered in Wisconsin all Retrofit project are manage out our Jacksonville Florida office.

Orion Energy System Headquarters
2210 Woodland Drive Manitowoc Wisconsin 54220

Orion Engineering and Project Management Team
9143 Philips Highway, Suite 420 Jacksonville, Florida 32256

We understand City of Destin, Florida, requests to upgrade parking lots and sports lighting to LED technology and to be able to manage it using one control system at Destin Morgan Sports Center.

We understand that this is a Retrofit project to remove all existing pole top assemblies and replace them with LED technology system while using existing pole and electrical infrastructure.

Parking lots named West and East, where we place LED area luminaire made for parking lots. That provide an even light distribution and minimal glare. Lighting design will meet Dark Sky/Directional, LED average of 2 fc maximum with 1 fc minimum with dusk to dawn photocells.

Sports Lighting Fields 1-9 will meet industry standards regulations. Light levels of 50/30 fc for ballfields and 30 fc for soccer fields. We will be installing MAKO M3 Sports Lighting with includes.

Best Glare Controls technology in the market today with the lowest Candle Power of 102216 and when compared with other Sports Lighting companies of 539765. MAKO M3 Sports lighting provides 528% less glare.

LED module, mounting devices are **Ultra-corrosion resistant** alloy -less than 0.03% Cu with electrophoresis coating.

MAKO M3 sports lighting can withstand 150mi/h winds while maintaining luminaire aiming alignment. MAKO has the lowest EPA in the industry of 5.1 EPA and its 3G Rated system.

MAKO M3 sports lighting certifications are: UL8750, UL198, IP66, NEMA 4X, DARK SKY.

Lightning grounding will be provided for each Sports lightning pole per electrical code NFPA 780, UL 96 and 96A. MAKO M3 has the highest Electrical Surge Protection of 100kA

that will provide additional system protection.

Sports Lighting controls will provide instant on/Off capabilities. The system has a remote that can be installed in an easy access area anywhere within the park complex, away from the electrical room. There is no additional cost for remote devices, and there is no ongoing cost for the controls system. The control system can provide insight into all sports lighting when issues arise with consultation with MAKO M3 technical staff.

Optional Controls Solution, you can upgrade the parking lot from a Standard Photocell to Network Photocell and be able to have the parking lot under the same controls system of Sports Lighting. We can do this will a simple change of orders during installation with no additional labor cost. Or you can do it at later time simply by removing standard photocell and installing MAKO M3 Controls photocell without going inside the fixture.

Existing Electrical: All Luminaires for parking lots and sports field will be compatible.

Delivery of Equipment: We will have all equipment on site with the 8-12 weeks from receipt of approved submittals and receipt of complete order information.

Eagle Nesting: An eagle platform will be installed above the Sports lighting on the pole.

Warranty - Led Parking Lights come with 5-year warranty, LED Sports Lighting comes with a 10-year warranty at no additional cost.

After carefully reviewing all specifications and conducting the walkthrough of the Destin Morgan Sports Center we are highly confident that our 27 years' experience doing lighting retrofits in all applications including Sports Lighting and Parking Lots we will meet and exceed your expectations. Furthermore, MAKO M3 sports lighting, which is made for Sports Lighting Retrofit and has very robust protection from corrosion will lead to many years of Low Maintenance use.

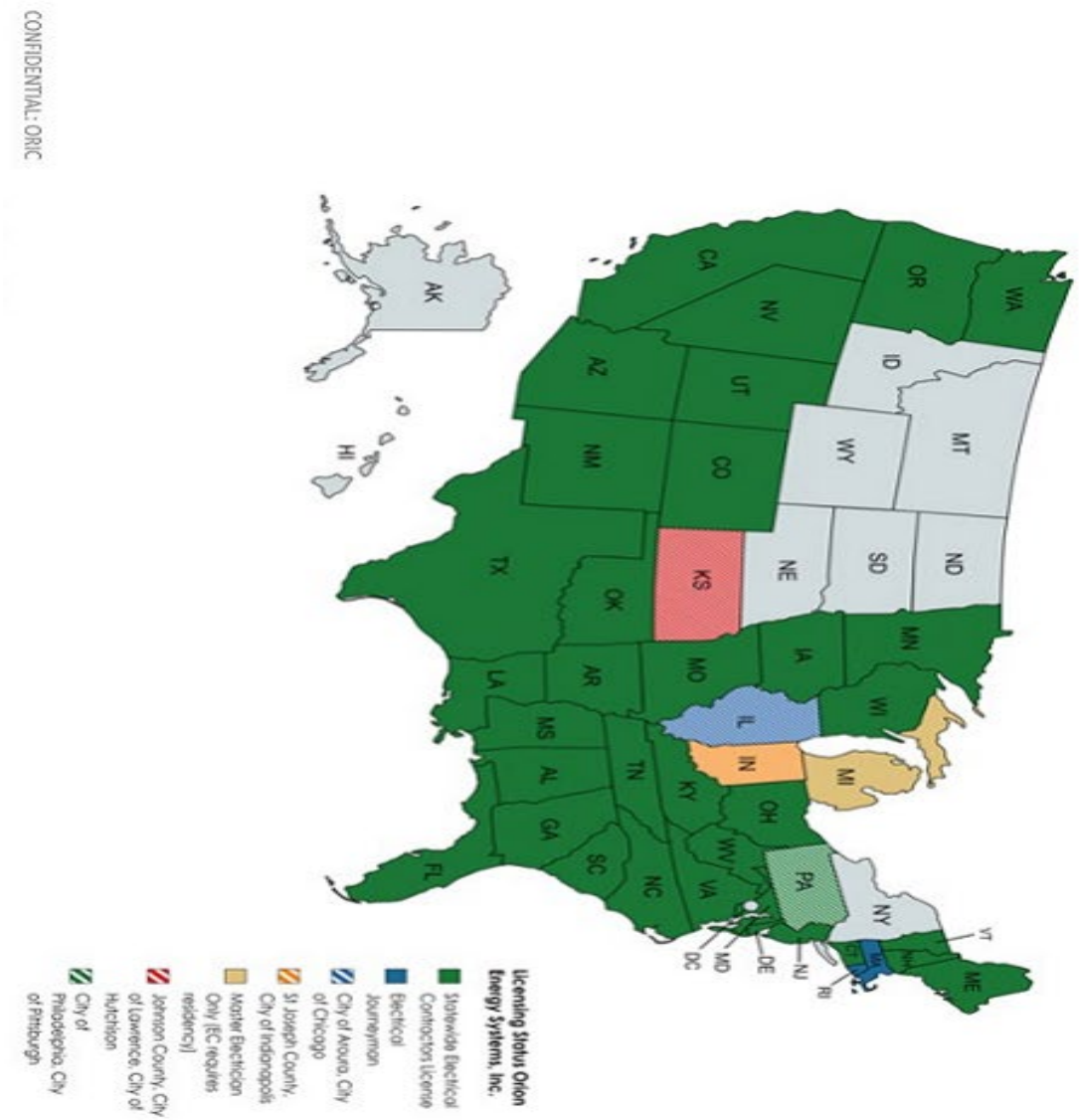
We Sincerely appreciate the opportunity to work with the City of Destin.

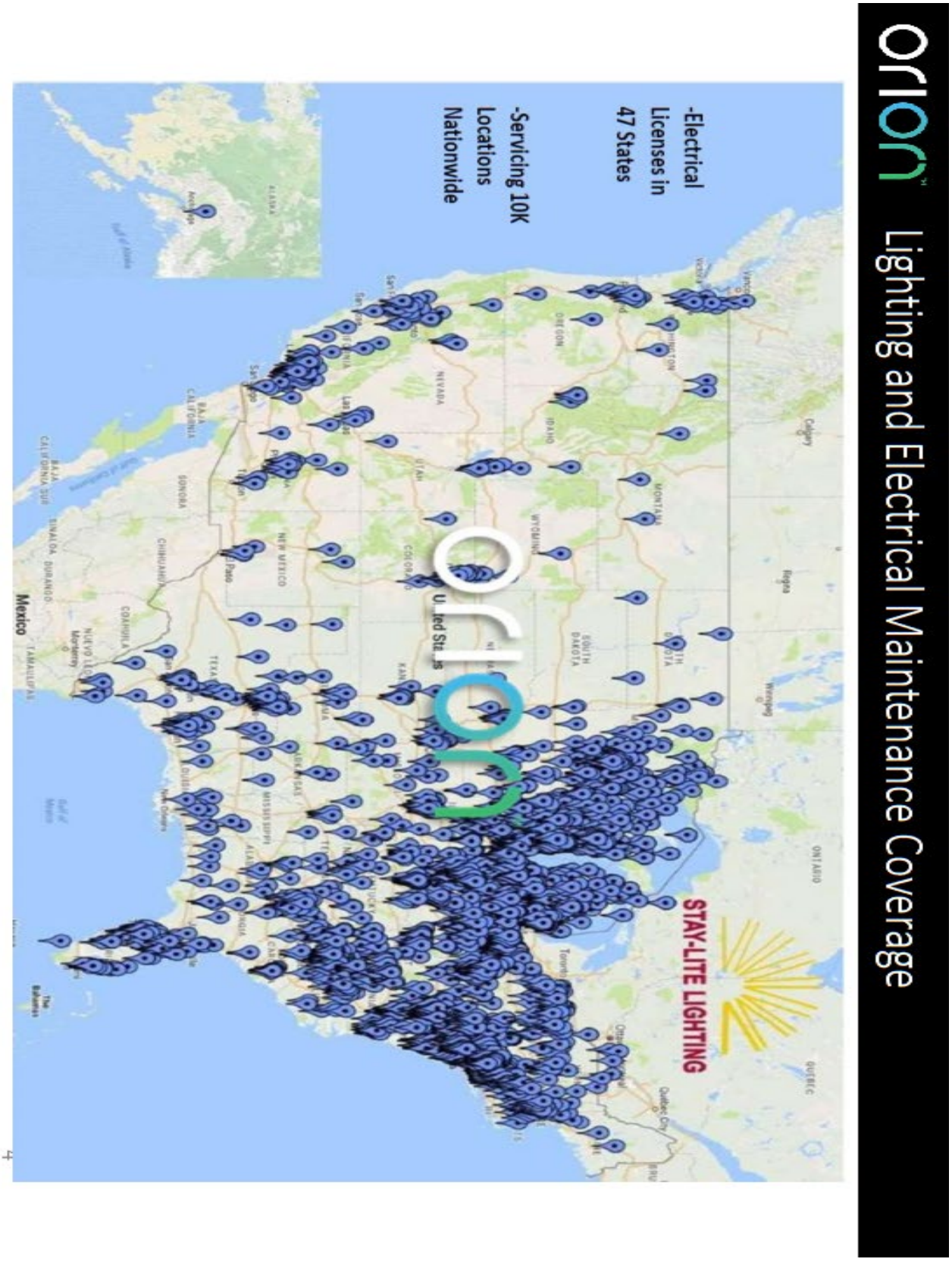
Omar A. Rivera
SVP Product Strategy and Innovation
Orion Energy System, Inc
Office 904-990-7041, Mobile 920-629-4370
orivera@oesx.com

Company Overview



Electrical License Coverage




Lighting and Electrical Maintenance Coverage
-Electrical Licenses in 47 States
-Servicing 10K Locations Nationwide
STAY-LITE LIGHTING
Mexico

LED Lighting Retrofit Market Leader

Our Strength: Being Reliable.

We have helped many of the Fortune 500 and Government Agencies to reduce energy costs and improve their quality of lighting. We are proud of our relationships with major companies all over North America. They know the quality of their lighting system is important and the total cost of ownership includes everything associated with the lighting fixture.

Recognition for Excellence

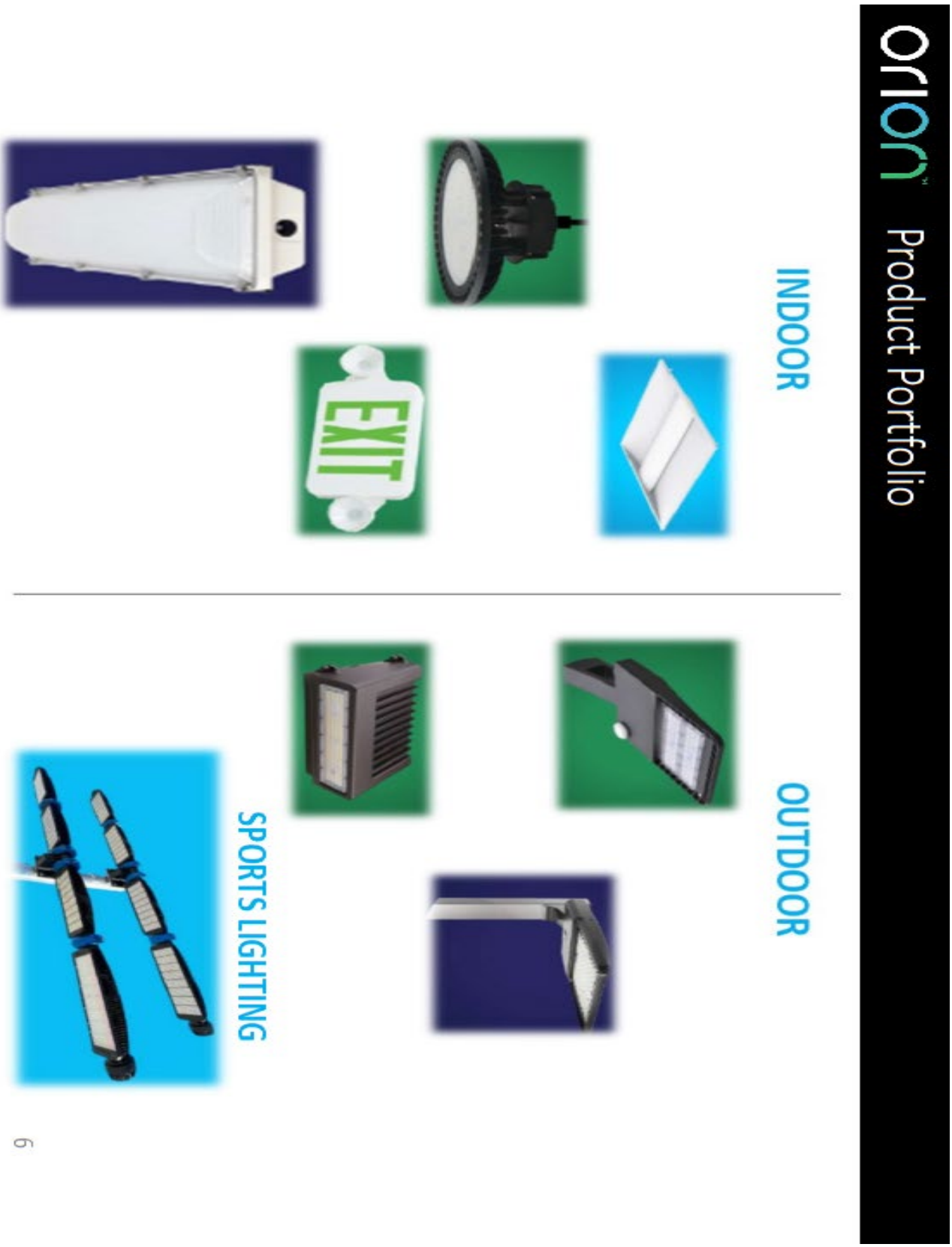
DOLLAR GENERAL 5,000+ Retail Facilities
Kroger 3,000+ Distribution & Retail Facilities
Walgreens 2,050 Retail Facilities
Walmart 2,000+ Retail Facilities
KOHL'S 805 Retail Facilities
Ford 23 Manufacturing Facilities and 700+ Dealerships
Sam's Club 500+ Retail Facilities
COSTCO WHOLESALE 475+ Retail Facilities
Coca-Cola 400+ Bottling & Sales Facilities
BEST BUY 400+ Retail Facilities
TARGET 272 Retail Facilities
PEPSICO 180+ Bottling & Sales Facilities
KWIK TRIP 142 Retail Facilities
Gordon FOOD SERVICE 142 Distribution & Retail Facilities
Sysco 140+ Distribution Facilities
ANHEUSER-BUSCH 100+ Bottling & Distribution Facilities
Kraft Heinz Mondelēz International 100+ Manufacturing & Distribution Facilities
US FOODS 50+ Facilities
UNITED STATES POSTAL SERVICE 46 Government Facilities
Nestlé 40+ Facilities
28 Military Facilities
TOYOTA 14 Manufacturing Facilities
amazon 8 Distribution Ctrs
7 Healthcare Facilities

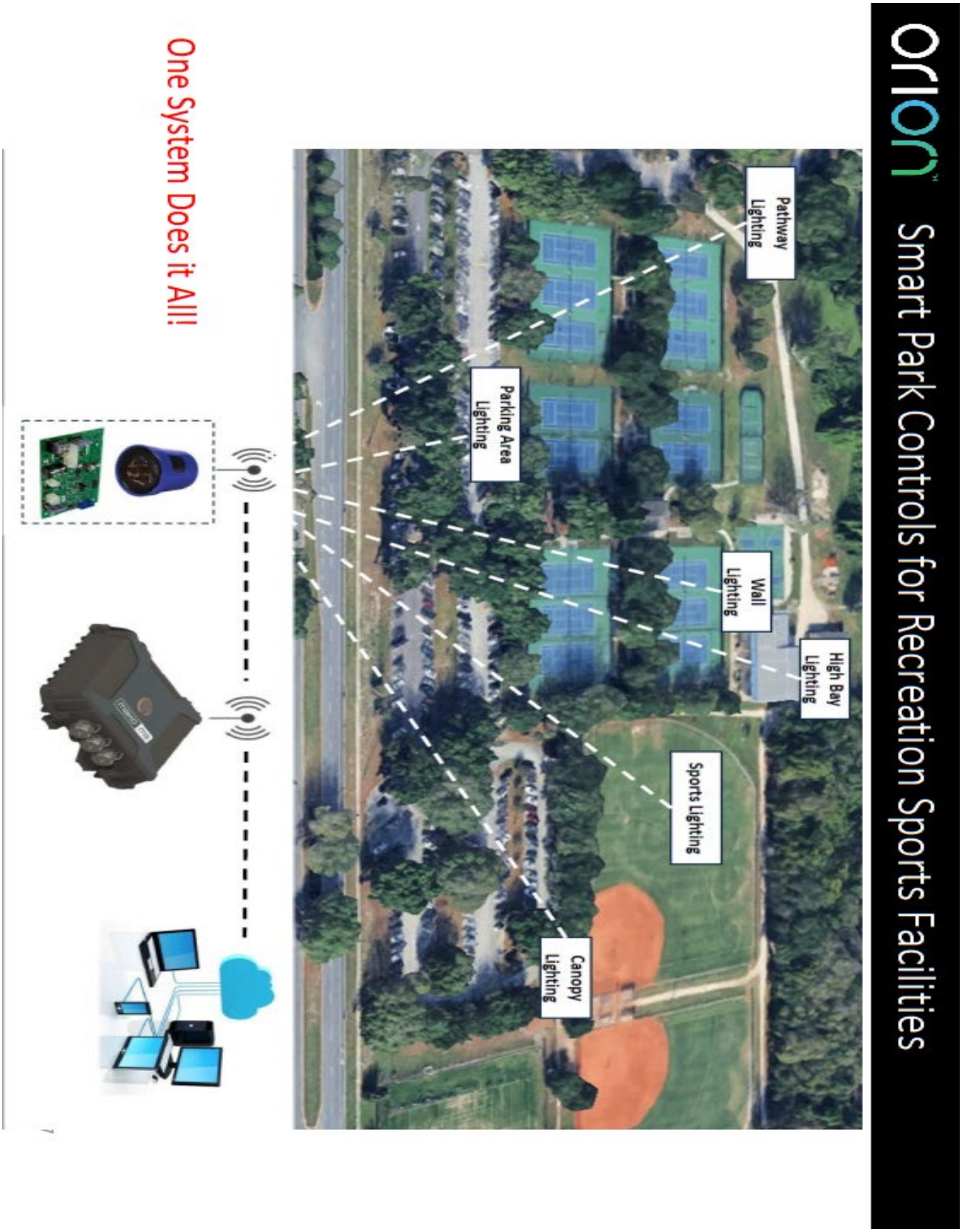
35,000 Lighting Retrofit Projects Completed.

Orion is always invited back!

UEI: JZJ4KYXV8QF6
CAGE: 1TK58

2210 Woodland Drive,
Manitowoc, WI 54220


orion
Product Portfolio
INDOOR
EXIT
OUTDOOR
SPORTS LIGHTING
6


Orion™ Smart Park Controls for Recreation Sports Facilities
Pathway Lighting
Parking Area Lighting
Wall Lighting
High Bay Lighting
Sports Lighting
Canopy Lighting
One System Does it All!

Best in Class Sports LED Lighting Design

- Upgrade to Color Lighting
- Add Emergency Lighting– Plug & Play

- Even Light Distribution
- Lowest Glare in Sports Lighting
- Sharpe back of pole light “Cut-Off”.
- Lowest Maintenance in Sports Lighting
- Remote diagnostics & troubleshooting
- Best in class surge protection

Exhibit A- Price Proposal Sheet

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: Orion Energy Systems, Inc

Address: 2210 Woodland Drive

City & State: Manitowoc, MI Zip Code: 54220

Telephone: ( ) 904-990-7041 E-mail: orivera@oesx.com Fax: ( )

Number of Years in Business: 28 Contact Name Omar Rivera

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$ $823,461.05
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$ $368,860.99
Replacement/retrofit of lighting for two (2) parking lot areas	$ $21,010.99
10 year Warranty Service	$ Included

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Omar Rivera, SVP of Product Strategy & Innovation
(Print or Type)

Signature: Omar Rivera

Date of Bid: 11/14/2024

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Qualifications and Experience

ORION SENIOR MANAGEMENT	
Mike Jenkins Chief Executive Officer	Mike Jenkins joined Orion as COO in November, 2021 and was named CEO in November, 2022. Mike served as General Manager/ Regional Business Director for Bostik Inc. from 2013 to 2021. From 2011 to 2013, he was Regional Director Americas managing sales and marketing for Diversey, a private equity company that was sold to Sealed Air. Mike spent 9-years at Kohler Co., from 2001 to 2010 in a variety of senior positions, including VP of Sales and Installation for Kohler's Canac cabinetry company where he managed their turnkey installation business model.
Per Brodin Chief Financial Officer	Per Brodin joined Orion as Executive VP in October, 2020 and was named CFO in November, 2020. He has over 30-years of experience as a Financial Executive spanning public accounting and corporate roles, including more than 10-years as CFO of publicly registered companies. Most recently, Per served as Interim CFO for Fleet Farm, a KKR retailer with 48 stores in 5 Midwest states and previously at Claire's stores, Shopko Stores and ATI Physical Therapy.
Scott Green President, Orion Services Group	Scott Green joined Orion upon the 2013 acquisition of Harris Lighting. Prior to being named President of Orion Services Group in November, 2021, he served as COO and Executive VP. Before being named COO, Scott served as President of Orion Innovation, Project Engineering, Construction Management and Orion Engineered Systems. At Harris Lighting, he served as Executive VP and CEO. Prior to Harris Lighting, Scott served as CEO of Green Enterprises, Inc, a real estate development and multi-location restaurant owner and operator.

MAKO M3 SPORTS LIGHTING REFERENCES
Hillsborough County Public Schools
Large Public school district requiring retrofit sports lighting, dynamic color effects, and advanced controls across 86 fields (Football, Soccer, Baseball, Softball) Project Size: $9,000,000.00 / Project Start Date: October, 2022 POC: Luis Suarez (Chamberlain H.S) 315-744-3899

Tipton County Schools
Public school district requiring retrofit sports lighting, dynamic color effects, and advanced controls across 3 football fields. Project Size: $350,000.00 / Project Start Date: April, 2022 POC: Luis Suarez (Chamberlain H.S) 315-744-3899

West Genesee Athletic Club
Sports Club hosting football/ lacrosse events at various levels of play – First MAKO Sports Lighting Retrofit Installation. Project Size: $75,000.00 / Project Start Date: October, 2021 POC: Greg Collins 315-744-3899

M3 Innovation Resume



Joseph Casper – *Executive Officer*
BS/MS Chemical/Electrical Engineering
Rensselaer Polytechnic Institute



Christopher Nolan – Chief Technology Officer
BS Mechanical Engineering
Syracuse University

Company Start-Up Experience

Disruptive Innovators with proven history in the design, engineering, and manufacturing of custom high output sports lighting solutions for professional, collegiate, and municipal markets

- **Ephesus Lighting**
  - Founded in 2010
  - Expanded to 60+ Employees
  - >$60M Revenue
  - Acquired by Cooper/Eaton Lighting in 2016
- **M3 Innovation**
  - Founded in 2019
  - Retained Original Ephesus Engineering Talent
  - Partnered with NYS Technology Innovation Center

Intellectual Property

- Filed and granted more than 65 Utility and Design Patents covering all aspects of LED Lighting technology including
  - *Advanced Electronics*
  - *Heat Dissipation Methods*
  - *Advanced System Controls*
  - *Optical Design*
  - *Integrated Sensors and IoT*
- Strong portfolio of Trademarks and Trade Secrets including
  - *Hardware/Software/Firmware*
  - *Processes and System Controls*
  - *Marketing Strategy / Business Plans*

Key Accomplishments

- Certified and released more than 60 products to the market including
  - *Industrial / Sports Luminaires*
  - *Controls / Internet of Things / Gateways*
- Led the development of numerous LED chip technologies specifically optimized for sporting venues
- Introduced Brightest Solid-State Lighting to the market (2011)
- First professional sports venue lit by LED (2012)
- First NCAA Basketball and Hockey arenas (2013)
- First NFL Stadium and NCAA Collegiate outdoor sports venue (2014)
- First Superbowl lit by LED (2015)
- First NASCAR racetrack lit by LED (2016)
- Product installed in over 2500 professional, collegiate and multi-purpose venues throughout North America
- Product installed in 5 of the 7 most recent NFL Superbowls
- Product installed in Melbourne Park, Australian Open
- First retrofit sports lighting project on wooden poles in NA (2021)
- Secured the largest LED Municipal sports lighting project in the US (2022)
- Influenced the development of lighting standards for a variety of sports-related organizations, including the NFL, NBA and NHL, as well as broadcasting organizations including CBS, NBC, FOX, ESPN, and the IES global standards for sports & recreation lighting
- Pioneered specification of TLCI as a metric for professional sports

Societies / Awards

- Vice Chair and Voting Member of IES Sports Lighting Committee
- Members in IEEE and ASME
- LFI Innovation Award for Sports Luminaires
- SportTechie Award for Outstanding Sports Technology
- IES Illumination Award for Outdoor Lighting
- IES Award for excellence in Photometric Design
- SSL Design Competition Excellence in Next Generation Luminaires

Contractor's Qualifications and Financial Information

CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION

OMB Control Number: 3090-0007
Expiration Date: 10/31/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0007. We estimate that it will take 1.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

SECTION I - GENERAL INFORMATION

1A. NAME	1B. STREET ADDRESS	1C. CITY	1D. STATE	1E. ZIP CODE
Orion Energy Systems, Inc.	2210 Woodland Drive	Manitowoc	WI	54220

2. TYPE OF ORGANIZATION *(Check one)*

	A. SOLE PROPRIETORSHIP		F. LIMITED LIABILITY COMPANY
	B. GENERAL PARTNERSHIP		G. JOINT VENTURE
	C. LIMITED PARTNERSHIP		H. TRUST
X	D. CORPORATION		I. OTHER *(Specify below)*
	E. SUBCHAPTER S CORPORATION		

3. TAXPAYER ID NUMBER	4. DATE ORGANIZATION ESTABLISHED	5. STATE OF INCORPORATION
39-1847269	3/25/1996	Wisconsin

6. TRADE STYLE NAME *(Provide a copy of filing)*

7. KIND OF PRODUCT OR SERVICE PROVIDED

8. FORMER BUSINESS NAME

9. KIND OF BUSINESS

X	A. MANUFACTURER		D. RETAILER
X	B. CONTRACTOR		E. OTHER *(Specify)*
	C. WHOLESALER		

10. INVENTORY VALUATION METHOD

	A. LIFO		C. AVERAGE COST
X	B. FIFO		D. OTHER *(Specify)*

11. OWNERSHIP INFORMATION-PARTNERS-PRINCIPAL STOCKHOLDERS-OTHERS

NAME	TITLE *(If partner, state G(General) or L(Limited) in column)* ACTUAL TITLE	G OR L	PERCENT BUSINESS OWNED
Michael H. Jenkins	Chief Executive Officer		
J. Per Brodin	Chief Financial Officer		
Scott A. Green	President, Orion Services Group		

12. PARENT COMPANY *(If applicable)*

A. NAME

B. CITY C. STATE

13. IF "YES" TO ANY QUESTION BELOW, PROVIDE DETAILED INFORMATION IN SECTION VIII, REMARKS

	YES	NO
A. HAVE YOU, OR ANY OF YOUR AFFILIATES EVER FILED FOR BANKRUPTCY?		X
B. DO YOU HAVE ANY JUDGMENTS, LIENS, OR PENDING SUITS?		X
C. DO YOU HAVE ANY CONTINGENT LIABILITIES?	X	
D. HAVE YOU OR ANY OF YOUR AFFILIATES DISCONTINUED BUSINESS OPERATIONS WITH OUTSTANDING DEBTS?		X

SECTION II - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS

14A. ARE YOU DELINQUENT ON ANY FEDERAL DEBT (OMB CIRCULAR A-129) *(If "Yes", provide detailed information, Section VIII, Remarks)* ☐ YES ☒ NO

14B. DO YOU OWE THE GOVERNMENT FOR ANY CONTRACT OR OTHER CLAIMS? ☐ YES ☒ NO

IF "YES", COMPLETE THE ITEMS BELOW

AGENCY	CLAIM AMOUNT	PAYMENT	MATURITY	BALANCE

15A. AGENCY INVOLVED WITH DELINQUENCY

15B. AMOUNT OF DELINQUENCY ($)

16. ARE YOU CURRENTLY RECEIVING GOVERNMENT FINANCING? ☐ YES ☒ NO *(Go to Section III)*

17. COMPLETE ITEMS BELOW IF APPLICABLE

TYPE OF FINANCING	AUTHORIZED ($)	IN USE ($)	GOVERNMENT AGENCY INVOLVED
A. INDUSTRIAL REVENUE BONDS			
B. GUARANTEED LOANS			
C. ADVANCED PAYMENTS			
D. PROGRESS PAYMENTS			
E. OTHER *(Specify)*			

GENERAL SERVICES ADMINISTRATION **GSA 527 (REV. 10/2021)**

SECTION III - FINANCIAL STATEMENTS

Prepared Financial Statements with notes may be provided in lieu of completing Section III

When financial statements are prepared or certified by independent accountants and transcribed to this form, please furnish the name and address of accountant of accounting firm.

18. ARE YOU THE INCUMBENT CONTRACTOR FOR THIS SOLICITATION? ☐ YES ☐ NO

19A. NAME: BDO

19B. STREET ADDRESS: 330 Kilbourn Ave, Suite 750 Two, Plaza East

19C. CITY: Milwaukee | 19D. STATE: WI | 19E. ZIP CODE: 53202

20. IF TRANSCRIBED STATEMENTS DIFFER FROM INDEPENDENT ACCOUNTANT'S, PLEASE DESCRIBE ADJUSTMENT IN SECTION VII, REMARKS. ALL OF THE LISTED FIGURES ARE:

☐ ACTUAL | ☒ U.S. DOLLARS
☒ IN THOUSANDS | ☐ FOREIGN CURRENCY (Specify)
☐ IN MILLIONS

21. BALANCE SHEET AS OF (Month, Day, Year): 06/30/2024

22. FISCAL YEAR ENDS (Month, Day, Year): 03/31/2025

23. PREPARED STATEMENTS ☒ ARE ATTACHED

24. ASSETS		25. LIABILITIES AND NET WORTH	
A. Current Assets		**A. Current Liabilities**	
Cash	5692	Accounts payable	14421
Short Term cash investments	0	Notes payable *(current)*	0
Accounts receivable, less allowance for doubtful accounts of $	12475	Current portion of long term debt	264
		Accrued expenses	9835
Inventories	15860	Accrued taxes on income/excess profits	
Other current assets *(Itemize below)*		Other current liabilities *(Itemize below)*	
Revenue earned but not billed	4841	Deferred revenue, Current	245
Prepaid expenses & other curr. assets	3272		
Total Current Assets	42140	**Total Current Liabilities**	24765
B. Property, Plant and Equipment		**B. Other Liabilities**	
Land	0	Mortgages	3261
Buildings and equipment	35460	Bonds	0
Leasehold improvements		Deferred income taxes	0
Less accumulated depreciation and amortization	26185	Other long term debt	12650
		Total Other Liabilities	15911
Total Property, Plant and Equipment	9275		
C. Other Assets		**Total Liabilities**	40676
Investments in and advance to affiliated company		**C. Minority Interest in Subsidiary**	
Goodwill, less amortization	1484	**D. Net Worth**	
Due from officer, employee		Preferred stock	
Other *(Itemize below)*		Common stock	
Other intangible assets, net	4214	Additional paid-in capital	162163
Other long-term assets	2642	Retained earnings/owner's equity	(106850)
		Less, Treasury stock	(36234)
Total Other Assets	8340	**Total Net Worth**	19079
D. TOTAL ASSETS	59755	**E. TOTAL LIABILITIES AND NET WORTH**	59755

SECTION IV - INCOME STATEMENT

26. FROM (Month, Day, Year)

27. TO (Month, Day, Year)

28. INCOME

A. Net Sales	19906	Minority Interest in Earnings of Subsidiaries	
Cost and Expenses			
Cost of Goods Sold	15607	**Total Costs and Expenses**	23643
Depreciation and Amortization			
Selling, General, and Admin. Expenses	7731	Earnings Before Taxes	(3737)
Interest Expense	262	Taxes on Income	21
Other Expenses *(Itemize below)*		Income Before Extraordinary Items	(3758)
Amortization of debt issue cost	58	Extraordinary Gains (Losses) Net of Taxes	
Royalty income	(15)	**NET INCOME (LOSS)**	(3758)

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SECTION V - BANKING AND FINANCE COMPANY INFORMATION

(Please attach a separate sheet using this format for any additional banks.)

ITEM	BANK 1	BANK 2
29. Name of Bank	Bank of America, N.A.	
30. Contact Person	Jonah Vogt	
31. Phone Number	AREA CODE 414 / NUMBER 615 / EXTENSION 9333	AREA CODE / NUMBER / EXTENSION
32. Fax Number	AREA CODE / NUMBER	AREA CODE / NUMBER
33. Address	STREET ADDRESS: 833 E. Michigan St, Suite 701; CITY: Milwaukee; STATE: WI; ZIP CODE: 53202	STREET ADDRESS / CITY / STATE / ZIP CODE
34. Amount Owing ($)	LOC-$10,000,000 Mortgage Term-$3,525,000	
35. Term Loans	[X] Yes [ ] No	[ ] Yes [ ] No
36. Line of Credit	[X] Yes [ ] No	[ ] Yes [ ] No
37. Maximum Amount Authorized ($)	25,000,000	
38. Amount Outstanding ($)		

39. Loans Secured by Company's Assets - Real and Personal Property

A.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	
B.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	
C.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	
D.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	

40. ARE ANY OF THE ASSETS SHOWN ON THE BALANCE SHEET PLEDGED OR MORTGAGED, EXCEPT AS STATED ABOVE?
[X] NO [ ] YES *(Explain in Section VII, Remarks)*

41A. IF CONTRACTOR IS A PARTNERSHIP OR SOLE PROPIERTORSHIP, ARE THE INDIVIDUAL LIABILITIES OF THE PROPIETOR(S) FOR FEDERAL AND STATE INCOME AND/OR EXCESS PROFIT TAXES INCLUDED ON THE BALANCE SHEET?
[ ] YES [X] NO

41B. TOTAL LIABILITY ($)

42. ARE YOU NOW IN OR PENDING DEFAULT ON ANY OBLIGATIONS, I.E., BANKS, FINANCIAL INSTITUTIONS, SUPPLIERS, OTHER?
[X] NO [ ] YES *(Provide detailed information in Section VII, Remarks)*

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SECTION VI - PRINCIPAL MERCHANDISE OR RAW MATERIAL SUPPLIER INFORMATION
(Please attach separate sheet(s) using this format for additional suppliers.)

43. PAST DUE ACCOUNTS PAYABLE ($)

ITEM	44. SUPPLIER 1			45. SUPPLIER 2		
A. Name of Supplier						
B. Contact Person						
C. Telephone	AREA CODE / NUMBER		EXTENSION	AREA CODE / NUMBER		EXTENSION
D. Fax	AREA CODE / NUMBER			AREA CODE / NUMBER		
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Amount Now Owing ($)						
G. High Credit ($)						

ITEM	46. SUPPLIER 3			47. SUPPLIER 4		
A. Name of Supplier						
B. Contact Person						
C. Telephone	AREA CODE / NUMBER		EXTENSION	AREA CODE / NUMBER		EXTENSION
D. Fax	AREA CODE / NUMBER			AREA CODE / NUMBER		
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Amount Now Owing ($)						
G. High Credit ($)						

SECTION VII - CONSTRUCTION/SERVICE CONTRACTS INFORMATION ***(Public Buildings Service Contracts Only)***

CONTRACTS IN FORCE

ITEM	48. CONTRACT 1			49. CONTRACT 2		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

ITEM	50. CONTRACT 3			51. CONTRACT 4		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

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ITEM	52. CONTRACT 5			53. CONTRACT 6		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

ITEM	54. CONTRACT 7			55. CONTRACT 8		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS

ITEM	56. JOB 1			57. JOB 2		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE / NUMBER / EXTENSION			AREA CODE / NUMBER / EXTENSION		
E. Type of Work						
F. Contract Amount ($)						
G. Amount Sublet ($)						

ITEM	58. JOB 3			59. JOB 4		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE / NUMBER / EXTENSION			AREA CODE / NUMBER / EXTENSION		
E. Type of Work						
F. Contract Amount ($)						
G. Amount Sublet ($)						

ITEM	60. JOB 5			61. JOB 6		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE / NUMBER / EXTENSION			AREA CODE / NUMBER / EXTENSION		
E. Type of Work						
F. Contract Amount ($)						
G. Amount Sublet ($)						

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LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS								
ITEM	62. SURETY COMPANY 1				63. SURETY COMPANY 2			
A. Company Name	Pennsylvania Insurance Company							
B. Contact's Name	Agent, AON - Vinny Carbone							
C. Telephone	AREA CODE 312	NUMBER 381-0087		EXTENSION	AREA CODE	NUMBER		EXTENSION
D. Fax	AREA CODE	NUMBER			AREA CODE	NUMBER		
E. Address	STREET ADDRESS 10805 Old Mill Rd				STREET ADDRESS			
	CITY Omaha		STATE NE	ZIP CODE 68154	CITY		STATE	ZIP CODE
64. PRESENT AMOUNT OF BONDING COVERAGE ($) See below	65. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED? *(If Yes, please provide detailed information in Remarks)* ☐ YES ☒ NO				66. DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS? *(If Yes, please provide detailed information in Remarks)* ☐ YES ☒ NO			

SECTION VIII - REMARKS

REMARKS *(Cite those sections of the form relating to your remarks. If additional space is required, attach additional sheet(s).)*

Section VII.Item 62. - Our aggregate facility is $20 million with the possibility of having two individual projects at $5 million each as components of the $20 million.

CERTIFICATION

For the purpose of establishing financial responsibility with, or procuring credit from the U.S. General Services Administration, we furnish the above as a true and correct statement of our financial condition and further certify that all other statements are true and correct. There has been no material change in the applicant's financial condition since the date of the above statement. We agree to notify you immediately in writing of any materially unfavorable change in our financial condition. In the absence of such notice or of a new and full financial statement, this is to be considered as a continuing statement.

NAME OF BUSINESS	BY *(Signature of Authorized Official)*	
Orion Energy Systems, Inc 2210 Woodland Drive, Manitowoc, WI 54220	Scott Green	
	NAME OF AUTHORIZED OFFICIAL *(Type or print)* Scott Green	DATE
	TITLE OF AUTHORIZED OFFICIAL *(Type or print)* President	11/18/2024

GSA 527 (REV. 10/2021) **PAGE 6**

Project Approach and Performance Differentiators

Overview of the Orion Project Management plan and execution for: City of Destin, Florida, Destin Morgan Sports Center Lighting.
RFB NO. 24-14-REC

The below narratives provide the steps and groups that the Project Management team coordinates with to accomplish project preparation, logistics, implementation, execution, and completion.

Project Management actions upon approval of the contract and schedules:

Stage 1: Material Preparations and Procurement

Once a project contract is executed Orion will finalize material review for the approved scope of work per the final contract. The final material review will ensure the material matches the order project proposal and preinstallation and will be available as needed to meet delivery dates.

- The shipping and logistics group will finalize the transportation needs for shipments.
- Review material order against the approved scope of work and schedule.
- Coordinate with Orion Purchasing on final material requirements needed for the project based upon schedule.
- Complete final material order reviews with Orion Purchasing to meet necessary delivery dates based upon final schedule.
- Release material orders to Orion Production to meet the required ship dates of the materials and quantities. Review material deliverables with Orion shipping and purchasing groups to ensure shipping schedules and transportation are aligned for materials being shipped.
- Weekly meetings are put in place to follow up on action items and deliverables.

Stage 2: Finalizing Subcontractor Awards

Final Subcontractor determinations are made, and contractual agreements are set in place with the Electrical Subcontractor

- Final submissions of agreed scope and schedule to Electrical contractors.
- Execute contractor agreements with Orion subcontractors.

Stage 3: Project Material Staging Requirements

Determine the plan for material lay-down and staging areas for each park. This will include receiving material at the agreed staging area and final delivery location.

- Plan and coordinate with locally based Teams to receive shipments.
- Review and plan delivery of materials into the Parks with the Customer and Electrical Subcontractor
- Planning with Customer on an approved material staging area for each park and to keep the materials so they are accessible by personnel performing the installation. Determine if containers are required or if there is available space in an empty secured building.
- Plan with Customer the delivery and placement of necessary containers if required (preferably in a gravel or concrete surface).

- Weekly meetings are put in place with the Customer and Electrical Subcontractor to follow up on action items and deliverables.
- Weekly meetings are put in place with Customer and Electrical Subcontractor to follow up on action items and deliverables.
- Site visits as needed.
- Plan with Customer and Electrical Subcontractor the delivery and placement of the dumpsters for construction debris.
- Plan with Customer and Electrical Subcontractor the delivery and placement of the Equipment (Man Lifts, Forklift, Cranes etc.)

Stage 4: Access Requirements

Orion coordinates with the Customer to determine the necessary steps for Electrical Subcontractor access qualifications.

- Plan and coordinate with the Electrical Subcontractor and Customer any needed qualifications for access to the Parks such as site orientation, clearances etc.
- Follow-up with Subcontractors to make sure all access requirements are on track, so their team is able to gain access when site work is required.

Stage 5: Field Operation Planning

- Finalize action steps required for completion sign off per Park.
    - Acceptance of a completed scope forms
    - Deliverables required by the Customer.
    - Project forms that are required review.
- Discuss and finalize the action plan with Customer for any required maintenance and warranty materials at end of project.
- Weekly meeting put in place with the Electrical Subcontractor to follow up on action items and deliverables.
- Discuss and finalize with Customer a recycling plan and the waste stream on each Park.
- Onsite Project Management to begin daily.
    - Orion will have two Project Managers on the project for the duration of the installation.
    - Orion will have additional project personnel on standby for last minute travel to fill any onsite position as necessary.
- If there is a need for an exchange of Project Manager personnel, the new Project Managers will arrive one week prior, depending on the project flow and then current conditions. This is to allow smooth transition time for orientation, introductions and familiarize themselves with the facilities and status.
- All PTO will be known in advance with the subcontractors and Orion personnel so there are no shortages in manpower to support the project.
- Occasional project site visits by other Orion personnel will be required throughout the project. These will be arranged with Customer prior to the visit.

Orion subcontractors will have 10% additional personnel on standby to replace anyone who may become ill for a period of more than 2 days. These same personnel will attend site orientation in the beginning stages so they may join the team without any delay.

Stage 6: Material Delivery

Orion shipping team will work with the Customer and Subcontractor for the material delivery. Orion Project Management will be onsite during delivery and inventory of the shipments. This step will be utilized throughout the installation project.

- Coordinate and receive materials into each park.
- Complete a damage assessment and inventory check against part numbers and the quantity of the deliveries to ensure it matches the packing list/manifest and spec parts numbers.
- Weekly meeting put in place with Customer to follow up on action items and deliverables.
- Project Manager site visits as needed during delivery.

Stage 7: Preconstruction Coordination Prior to Commencement

Working with all teams involved in the lighting installation to prepare and meet with contacts from each group. This will start the schedule "look ahead meetings" and walkthroughs for the upcoming areas on the scope of work. At this time, we will start weekly meetings with all parties.

- Coordinate with Customer the Electrical subcontractor arrival and equipment deliveries to each park
- Physical Introduction of the key contacts with Orion, Electrical subcontractor, and Customer
- Conduct safety review and contractor orientation.
- Conduct check list review for Electrical subcontractors ensuring they have all necessary and required information to perform the work.
- Coordinate and conduct walkthroughs with Electrical subcontractor and Customer on the first 2 or 3 Parks in which we plan to begin work.
- Daily meetings to start with all groups weekly or as required.
- All teams will be onsite.

Stage 8: Installation

- Work to begin by approved installation schedule. This will include "look ahead meetings" and walkthroughs for the upcoming areas on the schedule.
- Daily safe start and toolbox talks
- Begin Installation of the lighting scope in the first scheduled Parks
- Daily safety and QC checks
- Daily walkthroughs of completed areas.
- Daily reporting
- Weekly material checks
- Implement stage 6 for material deliveries as necessary.
    - Daily and weekly meetings with all key contacts as required.
- Contractor schedules and daily reporting will be reviewed daily to track progress and timing for any schedule changes should we be ahead of schedule or behind schedule.

- Coordination with Customer to complete “look ahead” walkthroughs of the next up Parks to stay ahead of the installation team in case there are any conflicts in upcoming scheduled Parks.
- Keep a detailed daily log of any issues encountered including pre-existing electrical issues, access issues, etc. and review these immediately with Customer.

Stage 9: Completion by Park

Orion PM team to work with Customer to close out each Park as they become complete.

- Coordinate final walkthrough with Customer of any complete Park.
- Generate and assign any punch list items to be completed.
- Complete punch list
- Provide close out submittals by Park.
- Weekly meetings with all key contacts as required.

Stage 10: Project Demobilization

Removal of all recycled materials and construction equipment from the site.

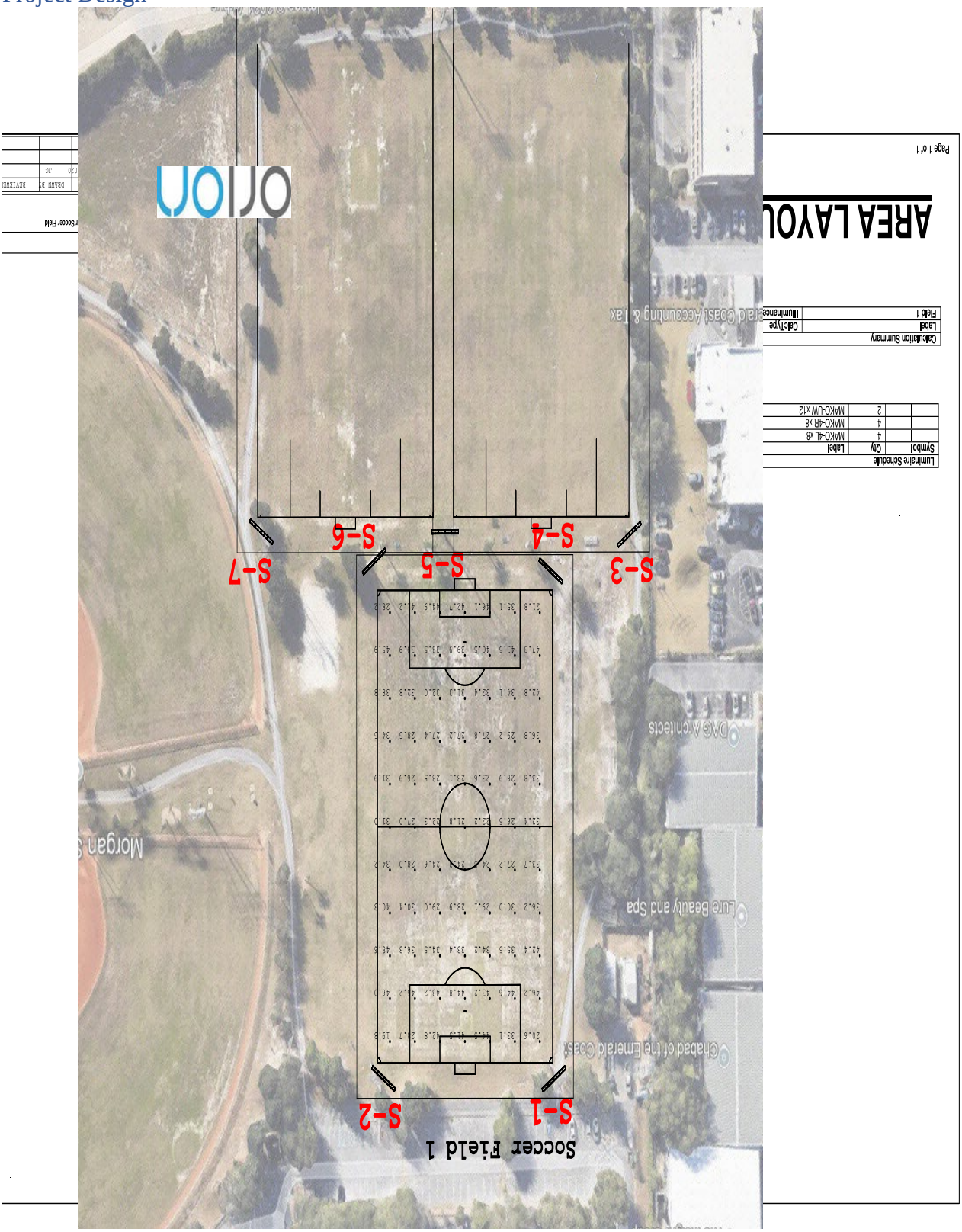
- Coordinate demobilization process with Customer and Electrical Subcontractor.
    - Removal of recycling and construction debris with necessary manifest.
    - Re-inventory and place into staging area any remaining materials
    - Removal of equipment.
    - Orion Subcontractor exit process.
- Weekly meetings with all key contacts as required.

Stage 11: Final Project Submittals

Prepare and provide all final project submittals and close-out documents.

- Review all end-of-project submissions and submittals.
    - O&M Manual to be included.
- Product and labor warranty review
- Final product training
- Review warranty process.
- Stage warranty materials

Project Design



Luminaire Schedule			
Symbol	Qty	Label	
	4	MAKO-4L x8	
	4	MAKO-4R x8	
	2	MAKO-UW x12	

Calculation Summary	
Label	CalcType
Field 1	Illuminance

AREA LAYOU

Page 1 of 1

Soccer Field

DRAWN BY	REVIEWED
JG	

Luminaire Schedule

Symbol	Qty	Label	Tag	Description	LLF	Lum. Watts	Lumens per Fixture
	4	ALLP1D1xxxFD8CSBRT4 32000LM 5 DP	DP	HARRIS Area Light Lumen Select Gen 1, 32,000 Lumens, 5000K, Type IV	0.935	233.59	33238

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Footcandle Req.
Parking Lot West	Illuminance	Fc	3.09	8.8	1.0	3.09	8.80	1 FC Min

AREA LAYOUT

IMPORTANT

1.) Presentation plans only. Not for construction use.

1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from these reflectances or assumed characteristics may affect the actual performance of the luminaries. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

3) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

5) STANDARD REFLECTION VALUES
CEILING: .8
WALLS: .5
FLOOR: .2
RACKING: .5

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Morgan Sports Center West
Destin, FL
P1341171

DRAWING	DATE	DRAWN BY	REVIEWED
REV 0	11/15/2024	JG	

2210 Woodland Drive,
Manitowoc, WI 54220

UEI: JZJ4KYXV8QF6
CAGE: 1TK58

Luminaire Schedule							
Symbol	Qty	Label	Tag	Description	LLF	Lum. Watts	Lumens per Fixture
	9	ALLP1D1xxxFD8CSBRT4 32000LM 5 DP	DP	HARRIS Area Light Lumen Select Gen 1, 32,000 Lumens, 5000K, Type IV	0.935	233.59	33238

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Footcandle Req.
Parking Lot East	Illuminance	Fc	5.30	10.5	1.3	4.08	8.08	1 FC Min

AREA LAYOUT

IMPORTANT

1.) Presentation plans only. Not for construction use.

(1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from these reflectances or assumed characteristics may affect the actual performance of the luminaries. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

2) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

3) STANDARD REFLECTION VALUES
CEILING .8
WALLS: .5
FLOOR: .2
RACKING: .5

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Morgan Sports Center East
Destin, FL
P1341171

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Page 1 of 1

Luminaire Schedule

Symbol	Qty	Label	Tag	Description	LLF	Lum. Watts	Lumens per Fixture
	2	MAKO-4L x4	x4 MAKO-4L	4 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	2	MAKO-4R x4	x4 MAKO-4R	4 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	4	MAKO-UW	x1 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	4	MAKO-UW x4	x4 MAKO-UW	4 Head Sport Light, 141klm	1.000	1000	141621

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Footcandle Req.
Flounder Field Infield	Illuminance	Fc	52.80	65.6	42.3	1.25	1.55	50 FC AVG
Flounder Field Outfield	Illuminance	Fc	37.55	53.6	22.5	1.67	2.38	30 FC AVG
Grouper Field Infield	Illuminance	Fc	51.84	57.8	45.2	1.15	1.28	50 FC AVG
Grouper Field Outfield	Illuminance	Fc	33.53	51.6	21.9	1.53	2.36	30 FC AVG

AREA LAYOUT

IMPORTANT

1.) Presentation plans only. Not for construction use.

(1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from these reflectances or assumed characteristics may affect the actual performance of the luminaries. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

2.) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

3.) STANDARD REFLECTION VALUES
CEILING .8
WALLS .5
FLOOR .2
RACKING..5

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Destin, FL
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Luminaire Schedule							
Symbol	Qty	Label	Tag	Description	LLF	Lum. Watts	Lumens per Fixture
	1	MAKO-4L	x1 MAKO-4L	1 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4L x2	x2 MAKO-4L	1 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	3	MAKO-4L x4	x4 MAKO-4L	4 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	2	MAKO-4L x8	x8 MAKO-4L	8 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4R x2	x2 MAKO-4R	1 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	3	MAKO-4R x4	x4 MAKO-4R	4 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	2	MAKO-4R x8	x8 MAKO-4R	8 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	1	MAKO-UW	x1 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	1	MAKO-UW x2	x2 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	4	MAKO-UW x4	x4 MAKO-UW	4 Head Sport Light, 141klm	1.000	1000	141621
	8	MAKO-UW x8	x8 MAKO-UW	8 Head Sport Light, 141klm	1.000	1000	141621

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Footcandle Req.
Dolphin Field Infield	Illuminance	Fc	52.01	69.6	35.6	1.46	1.96	50 FC AVG
Dolphin Field Outfield	Illuminance	Fc	35.33	59.5	24.0	1.47	2.48	30 FC AVG

Summary

IMPORTANT

1.) Presentation plans only. Not for construction use.

(1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed conditions and characteristics of the proposed environment. Any deviation from these conditions or assumed characteristics may affect the actual performance of the luminaries. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

2) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

3) STANDARD REFLECTION VALUES
CEILING: .8
WALLS: .5
FLOOR: .2
RACKING: .5

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Morgan Sports Center (Dolphin Field)
Destin, FL
P1341171

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AREA LAYOUT

IMPORTANT

1.) Presentation plans only. Not for construction use.

(1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from these reflectances or assumed characteristics may affect the actual performance of the luminaries. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

2.) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

3.) STANDARD REFLECTION VALUES
CEILING .8
WALLS .5
FLOOR .2
RACKING .5

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Morgan Sports Center (Dolphin Field)
Destin, FL
P1341171

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Luminaire Schedule							
Symbol	Qty	Label	Tag	Description	LLF	Lum. Watts	Lumens per Fixture
	1	MAKO-4L	x1 MAKO-4L	1 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4L x2	x2 MAKO-4L	1 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	3	MAKO-4L x4	x4 MAKO-4L	4 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	2	MAKO-4L x8	x8 MAKO-4L	8 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4R x2	x2 MAKO-4R	1 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	3	MAKO-4R x4	x4 MAKO-4R	4 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	2	MAKO-4R x8	x8 MAKO-4R	8 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	1	MAKO-UW	x1 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	1	MAKO-UW x2	x2 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	4	MAKO-UW x4	x4 MAKO-UW	4 Head Sport Light, 141klm	1.000	1000	141621
	8	MAKO-UW x8	x8 MAKO-UW	8 Head Sport Light, 141klm	1.000	1000	141621

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Footcandle Req.
Cobra Field Infield	Illuminance	Fc	56.23	77.8	40.3	1.40	1.93	50 FC AVG
Cobra Field Outfield	Illuminance	Fc	37.04	62.3	26.4	1.40	2.36	30 FC AVG

Summary

IMPORTANT

1.) Presentation plans only. Not for construction use.

(1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from these reflectances or assumed characteristics may affect the actual performance of the luminaries. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

(2) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

(3) STANDARD REFLECTION VALUES
CEILING .8
WALLS .5
FLOOR .2
RACKING .5

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Morgan Sports Center Cobra Field
Destin, FL
P1341171

DRAWING	DATE	DRAWN BY	REVIEWE
REV 0	11/15/2024	JG	

AREA LAYOUT

IMPORTANT

1.) Presentation plans only. Not for construction use.

(1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from those reflectances or assumed characteristics may affect the actual performance of the luminaries. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

2) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

3) STANDARD REFLECTION VALUES
CEILING: .8
WALLS: .5
FLOOR: .2
RACKING: .5

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Morgan Sports Center Cobra Field
Destin, FL
P1341171

DRAWING	DATE	DRAWN BY	REVISIONS
REV 0	11/15/2024	JG	

Luminaire Schedule							
Symbol	Qty	Label	Tag	Description	LLF	Lum. Watts	Lumens per Fixture
	1	MAKO-4L	x1 MAKO-4L	1 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4L x2	x2 MAKO-4L	1 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	3	MAKO-4L x4	x4 MAKO-4L	4 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	2	MAKO-4L x8	x8 MAKO-4L	8 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4R x2	x2 MAKO-4R	1 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	3	MAKO-4R x4	x4 MAKO-4R	4 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	2	MAKO-4R x8	x8 MAKO-4R	8 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	1	MAKO-UW	x1 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	1	MAKO-UW x2	x2 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	4	MAKO-UW x4	x4 MAKO-UW	4 Head Sport Light, 141klm	1.000	1000	141621
	8	MAKO-UW x8	x8 MAKO-UW	8 Head Sport Light, 141klm	1.000	1000	141621

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Footcandle Req.
Barracuda Field Infield	Illuminance	Fc	52.61	61.7	41.3	1.27	1.49	50 FC AVG
Barracuda Field Outfield	Illuminance	Fc	36.20	61.6	25.4	1.43	2.43	30 FC AVG

Summary

IMPORTANT

1.) Presentation plans only. Not for construction use.

1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from these reflectances or assumed characteristics may affect the actual performance of the luminaires. Based on the factors, Orion Energy Systems, Inc. can not guarantee these results.

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3) STANDARD REFLECTION VALUES
CEILING: .8
WALLS: .5
FLOOR: .2
RACKING: .5

orion

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Morgan Sports Center Barracuda Field
Destin, FL
P1341171

DRAWING	DATE	DRAWN BY	REVISI
REV 0	11/15/2024	JG	

Amberjack Field
Barracuda Field
A3
B4
A2
B5
B3
A4
A1
B6
Morgan Sports Center
Morgan Sports Center
A5
A6
B1
D2
D1
C6
B2
C5
DESTIN FC

Luminaire Schedule							
Symbol	Qty	Label	Tag	Description	LLF	Lum. Watts	Lumens per Fixture
	2	MAKO-4L x4	x4 MAKO-4L	4 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4L x8	x8 MAKO-4L	8 Head Sport Light, Left Aligned, 139klm	1.000	1000	139578
	1	MAKO-4R x2	x2 MAKO-4R	1 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	4	MAKO-4R x4	x4 MAKO-4R	4 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	1	MAKO-4R x8	x8 MAKO-4R	8 Head Sport Light, Right Aligned, 139klm	1.000	1000	139578
	1	MAKO-UW x2	x2 MAKO-UW	1 Head Sport Light, 141klm	1.000	1000	141621
	9	MAKO-UW x4	x4 MAKO-UW	4 Head Sport Light, 141klm	1.000	1000	141621
	9	MAKO-UW x8	x8 MAKO-UW	8 Head Sport Light, 141klm	1.000	1000	141621

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Footcandle Req.
Amberjack Field Infield	Illuminance	Fc	53.49	71	41	1.30	1.73	50 FC AVG
Amberjack Field Outfield	Illuminance	Fc	33.88	51	21	1.61	2.43	30 FC AVG

Summary

IMPORTANT

1.) Presentation plans only. Not for construction use.

(1) GENERAL NOTES
CONFIDENTIAL INFORMATION Please Note: This data is based upon certain specific assumed reflectances and characteristics of the proposed environment. Any deviation from these reflectances or assumed characteristics may affect the actual performance of the luminaries. Based on the testers, Orion Energy Systems, Inc. can not guarantee these results.

2) NO OBJECTS CONSIDERED IN CALCULATIONS UNLESS OTHERWISE NOTED ON THE PRINT.

3) STANDARD REFLECTION VALUES
CEILING: .8
WALLS: .5
FLOOR: .2
RACKING: .5

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Morgan Sports Center
Destin, FL
P1341171

DRAWING	DATE	DRAWN BY	REVISIONS
REV 0	11/15/2024	JG	

Amberjack Field
Barracuda Field
A3
B4
A2
B5
B3
A4
A1
B6
Morgan Sports Center
Morgan Sports Center
A5
A6
B1
B2
D2
D1
C6
C5
DESTIN FC
D6
C1
Page

Project Timeline

Destin Morgan Sports Center Lighting
Proposed / Estimated Work Schedule

Location	Number of Poles	Number of Fixtures	Weeks
Parking Lot West	4	8	01/27/25 – 01/30/25
Parking Lot West	9	18	01/27/25 – 01/30/25
Field 1 – Soccer	4	32	01/31/25 – 02/06/25
Field 2 – Soccer Shared Pole with Field 3	6	52	02/07/25 – 02/14/25
Field 3 - Soccer			
Field 4 – Amberjack – Shared Poles with Barracuda, Cobia, and Dolphin	4	32	02/17/25 – 02/21/25
Field 5 – Barracuda/ Baseball	4	32	02/17/25 – 02/21/25
Field 6 – Cobia – Baseball	4	40	02/24/25 – 02/28/25
Field 7 – Dolphin - Baseball	4	40	02/24/25 – 02/28/25
Field 8 – Flounder – Baseball	4	18	03/03/25 – 03/07/25
Field 0 – Grouper - Baseball	4	18	03/10/25 – 03/14/25

Performance Differentiators Summary



MAKO Market Differentiators
2. MAKO Mount
Flexible Connection For New & Retrofit Installations
Patented Design Mounts Quickly and Easily in All Applications
Universally Mounts to Wood, Concrete, Steel
Plug and Play, Zero Maintenance Solution
Quick and Simple Sealed Connection Eliminates all Electrical Connections and Exposed Cabling Ensuring Long Term System Performance
Built For the Future
Adaptable Design Provides Means of Connection for Integrated Systems (ie Cameras, Asset Tracking etc)
2
m3
MAKO m3

MAKO Market Differentiators



3. MAKO Driver

- Mission Critical N+1 Redundancy
  - Patented Design Automatically Detects and Compensates for One System Level Failure, Ensuring No Down Time In Sporting Season
- Runs **30C** Cooler, **8X** Lifetime of Competition
  - High Efficiency Drivers Are Located 10FT Above Ground Level, With Direct Coding to the Environment. (Not Contained Within an Electrical Enclosure, Which Traps Heat and Reduces Product Lifetime)
- Field Replaceable *Without* Certified Electrician
  - Patented Military-Grade Connectorized Solution Allows Quick and Easy Driver Replacement If Required
- Intelligent, Future-Proof and Upgradeable
  - Custom Electronics Continuously Monitor and Report Field Voltage, Power Draw, Temperatures, etc, and Are Fully Upgradeable Wirelessly
- One Driver Serves All Applications
  - MAKO Driver Operates at ALL AC Voltages, and is Stocked In the USA



mako m3

UEI: JZJ4KYXV8QF6
CAGE: 1TK58

2210 Woodland Drive,
Manitowoc, WI 54220

MAKO Market Differentiators



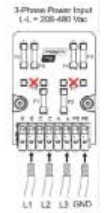
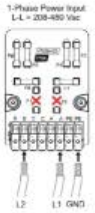
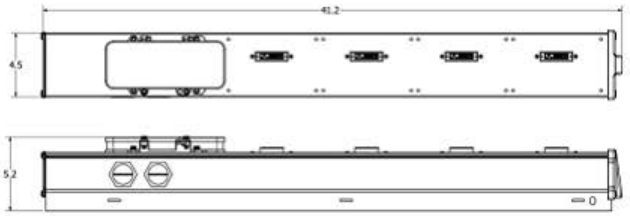
4. MAKO Spine

- Flexible Connection For New & Retrofit Installations
  - Patented Design Mounts Quickly and Easily in All Applications





- Maximum Level of Protection Against Lightning and Dirty Power
  - 100kA Surge Protection, Power Filtering Circuit, and Automated Alerts to Notify If System Has Been Compromised By a Power Event
- Robust and Reliable
  - Field Configurable Fusing Operates Both 1-Phase and 3-Phase, Allowing For Compensation in Faulty Infrastructure (Power Loss)
  - Completely Eliminates Failure Prone Field Wiring

DLC LISTED PREMIUM · DLC LUNA · ida · UL · CE · UKCA · SAA

mako m3

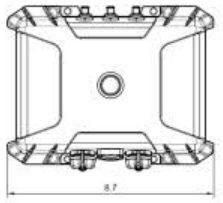
UEI: JZJ4KYXV8QF6
CAGE: 1TK58
2210 Woodland Drive,
Manitowoc, WI 54220

MAKO Market Differentiators



5. MAKO Gateway

- Secure Cellular Connection *Without* the Recurring Cost
  - System Operates on Proprietary Wireless Protocol, With All Costs Included in Upfront Purchase
- Local and Remote Lighting Control and Scheduling
  - Directly Controls Lighting Through Touchscreen Tablet, Personal Device, Or Internet Connection Worldwide
- 24/7 Monitoring and System Updates
  - Full System Telemetry is Continuously Monitored and Alert Messages Are Provided to Identify and Diagnose any Abnormalities
- Dynamic Customizable Scenes
  - Easy Interface For Programming and Executing Unlimited Dynamic Scenes
- Site-Wide Lighting Integration
  - Integrates Ancillary Lighting (Parking Area, High Bay Etc) Into One Control System



mako m3

Letter of Reference – Luis Suarez

School Board
Karen Perez, Chair
Jessica Vaughn, Vice Chair
Nadia T. Combs
Lynn L. Gray
Stacy A. Hahn, Ph.D.
Patricia "Patti" Rendon
Henry "Shake" Washington

Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

Superintendent
Van Ayres

Chief of Schools
Sue Burkett

Region Superintendent
Gary Brady
Chamberlain High School

Principal
Jake Russell
Assistant Principal for Curriculum
Danielle Buchert
Assistant Principal for Administration
Luis Suarez
Assistant Principal for Student Affairs
Jennifer Montgomery
Ashley Olson

Luis Suarez
Assistant Principal for Administration
Chamberlain High School
9401 North BLVD
Tampa, FL 33612
813-975-7677 Ext 225

To: Seminole County Parks & Rec.

I am extremely delighted to recommend to you the exemplary quality services of Mako M3 Innovation. They provided all Hillsborough County Public Schools with new LED lighting for all the athletic fields. You will find that compared to other providers in the market, the quality of services and pricing is among the best in the region. They have a strong personable and reliable team that will answer the call at any time. I strongly recommend Mako M3 Innovation for all your lighting projects and know that you will not be disappointed.

Feel free to contact me for more information.

Sincerely,

Luis Suarez

Connect with Us • HillsboroughSchools.org • P.O. Box 3408 • Tampa, FL 33601-3408 • (813) 272-4000
Raymond O. Shelton School Administrative Center • 901 East Kennedy Blvd. • Tampa, FL 33602-3507

MAKO Basic Warranty – 10 Years

MAKO Basic Warranty

10 Yr Parts

M3 Innovation warrants to the purchaser that the covered products shall be free from defects in materials for a period of 10 years, or until maximum hours of coverage have accumulated, starting on the product ship date. Under this warranty, materials to replace defective parts will be provided to maintain the operation of your lighting system to the guaranteed levels within the original design criteria are fully covered.

M3 Innovation's Warranty obligations are triggered upon a material impact in the original design criteria specified. M3 will utilize telemetry monitoring as well as any additional information provided by the customer to determine when the usage of the field has been materially impacted.

M3 Innovation will exercise all reasonable efforts under this Contract but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

Your Requirements
You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure full cooperation with M3, M3's technicians, and M3's support staff. You agree to check and replace fuses.

What is Not Covered Under the Warranty
Cosmetic Defects, Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to Hardware, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-M3 equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning). This warranty excludes all labor cost and materials including: fuses, and surge protection device.

Limitation of Warranty
-EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL M3 INNOVATION BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY INRENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
-Limitation of Liability: To the extent permitted by applicable law, the liability of M3, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at M3 Innovation's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
-Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state of federal agency, M3 shall replace said parts with comparable parts and materials with equal operating characteristics solely at M3 Innovation's discretion. The cost of replacement of any obsolete cellular-related technology shall be borne by you. Prior to completing any such work, M3 shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

Transfer and Assignment
Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of M3; however, a successor in interest by merger, operation of law, assignment, or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

Governing Law
Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of New York.

Subrogation
In the event M3 Innovation repairs or replaces any Covered Product(s), parts, or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to M3. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before M3 Innovation retains any amounts it may recover.

Signature : _____
Vice President of Business Development

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Revision : M3-enUS-01

Attachment No. 1 – Responsive Bidder Qualification Statement

See attached Document with the packet.

Attachment No. 2 – Public Entity Crime Form

See attached Document with the packet.

Attachment No. 3 – Drug Free Workplace Certification Form

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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: Orion Energy Systems, Inc

ADDRESS: 2210 Woodland Drive

CITY: Manitowoc STATE: MI ZIP CODE: 54220

TELEPHONE NUMBER: 904-990-7041

SIGNATURE: Omar Rivera DATE: 11/12/2024

NAME (TYPED OR PRINTED): Omar Rivera

TITLE: SVP of Product and Strategy

END OF SECTION

Attachment No. 4 – Bid Bond Form

See attached Document with the packet.

Attachment No. 5 – Anti-Human Trafficking Affidavit

See attached Document with the packet.

Attachment No. 6 – Anti-Collusion Statement

RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Orion Energy Systems, Inc Bidder's Company Name	Omar Rivera Authorized Signature
	Omar Rivera Authorized Signatory (Print Name)
2210 Woodland Drive, Manitowoc, WI 54220 Address	SVP of Product Strategy & Innovation Title
904-990-7041 Phone #	 Fax #
391847269 Federal ID # or SS #	

Proof of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2024

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

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

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: PHONE (A/C, No, Ext): 800-272-2443 FAX (A/C, No): 608-273-1725 E-MAIL ADDRESS: info@m3ins.com
INSURED ORIOENE-01 Orion Energy Systems, Inc. Voltrek, LLC, and Stay-Lite Lighting, Inc. 2210 Woodland Drive Manitowoc WI 54220	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentry Insurance a Mutual Comp — 24988 INSURER B : Great American Insurance Compa — 16691 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 189804043 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			A0245694004	4/15/2024	4/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			A0245694001	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			TUE 4369991 02	4/15/2024	4/15/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A0245694006	4/15/2024	4/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kim Schwenn

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Proof of Licensing and Certifications

FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 12, 2013

JOHN UECKER
ORION ENERGEY SYSTEMS, INC.
2210 WOODLAND DRIVE
MANITOWOC, WI 54220

Qualification documents for ORION ENERGY SYSTEMS, INC. were filed on August 7, 2013 and assigned document number F13000003423. Please refer to this number whenever corresponding with this office.

Your corporation is now authorized to transact business in Florida.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov. Please notify this office if the corporate address changes.

Should you have any questions regarding this matter, please contact this office at (850) 245-6052.

Maryanne Dickey
Regulatory Specialist II
New Filing Section
Division of Corporations

Letter Number: 913A00019224

www.sunbiz.org
Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

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

LITLAND, RICHARD WALTER

ORION ENERGY SYSTEMS, INC
2210 WOODLAND DR
MANITOWOC WI 54220

LICENSE NUMBER: EC13006009

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2024

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Addendums

N/A

Supplemental Documentation

Data Sheet – Harris Area Light Lumen Select, Gen 1

HARRIS AREA LIGHT LUMEN SELECT, GEN 1

ALLP1

Applications
The ALLP1 is a cost-effective area light designed to offer optimal flexibility to the customer. The ALLP1 provides multiple combinations of options to maximize labor and energy savings. The ALLP1 Area Light provides uniform distribution for area and site lighting in retail, commercial, and residential applications including driveways and parking areas.

Project Name:	
Catalog Number:	
Type:	
Note:	
Date:	



ALLP1B1UNVFD8CSBRT43CRSP

IK08 Rated · 3G Vibration Rating · IP65 · DarkSky · FIELD ADJUSTABLE WATTAGE/LIGHT OUTPUT AND CCT · UL CERTIFIED · UL WET RATED · DLC LISTED PREMIUM

Construction & Design

- Type II, III, IV, and Type V light distributions
- Field selectable lumens provide a late point adjustment at the installation site
- 12,000 to 42,000 lumens
- Nine lumen packages
- Precision engineered lens made of optical grade polycarbonate for maximum light intensity
- Anti-corrosion stainless steel hardware
- Heavy duty die-cast aluminum housing with external heat-sink for optimal thermal management
- Fixture comes standard in bronze
- Field selectable CCT between 3000K, 4000K or 5000K
- Minimum 80 CRI
- Efficacy up to 158 LPW

Additional Options

- Lens field install kits for each light distribution type (Type II, III, IV, V)
- Multiple mounting options
- Light shield kit options

Electrical

- Available in 120v-277v and 277v-480v
- 10kV/5kA Surge Protection Standard
- Power Factor >0.90*
- Total Harmonic Distortion < 20%*

*Note: Varies based on option

Control and Sensor Options

- Factory installed NEMA 3-pin photocell receptacle comes standard (shorting cap included)
- Photo control and occupancy sensor options available
- Fixture comes sensor ready for field installed Motion sensor options

Lumen Maintenance

See lumen maintenance table on page 2

Fixture Certifications & Listings

- UL/cUL Wet Locations
- IK08 Impact Rating
- IP65 Rated
- 3.0G Vibration load rating per ANSI C136.31
- DarkSky Compliant. 3000K must be selected with direct pole mount to meet International DarkSky Association approval criteria
- DesignLights Consortium™ Premium qualified luminaire
- Visit the DLC QPL for listed models

Warranty

See Orion's Product Limited Warranty for more details and information

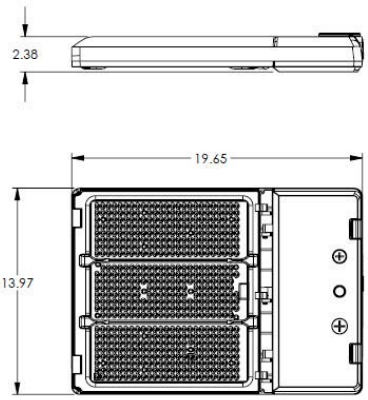
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Additional Specification Information

ture options can affect performance values.

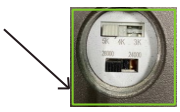
[2] Calculated hours based on TM-21 projections and components used at the time of testing. Warranty is not associated with Calculated Lumen Maintenance



Ambient Operating Temperatures

Nominal Lumen Code	Standard Range
All Lumen Packages	-40°C to 50°C (-40°F to 122°F)

Sensor Type	Operating Range
All Sensors	-30°C to 50°C (-22°F to 122°F)



HARRIS AREA LIGHT LUMEN SELECT, GEN 1

ALLP1

Accessories (Sold Separately-Field Installed)

Mounting Options	
EXT-ALLP-SFT-001	Bronze Slip-fitter, 2-3/8" Tenons
EXT-ALLP-TRN-001	Bronze Trunnion Mount
EXT-ALLP-ADJ-001	Bronze Adjustable Pole Mount, 3" Round Pole, Max 5" Round, Min. 3" Square Pole
EXT-ALLP-WM-001	Bronze Adjustable Wall Mount Arm Kit
EXT-ALLP-DPM-001	Bronze Direct Pole Mount, Dark Sky Compliant, 3" Round Pole, Max 5" Round, Min. 3" Square Pole
Light Shield Options	
EXT-ALLP-FLS-001	Bronze Back and Side Light Shields, A1/B1/C1
EXT-ALLP-FLL-001	Bronze Back and Side Light Shields, D1
Control Options[1]	
EXT-ALLP-PE3-001	Twist-lock Photocell On/Off Daylight Sensing Only, 120v-277v
EXT-ALLP-PE3-002	Twist-lock Photocell On/Off Daylight Sensing Only, 347v
EXT-ALLP-PE3-003	Twist-lock Photocell On/Off Daylight Sensing Only, 480v
Motion Sensor Options[1,2]	
EXT-LSW-RC	Remote Control for Sensor Commissioning (For HB02DPR and HB01DMS-A Sensors)
HB02DPR	PIR Occupancy/Daylight Sensor, High and Low End Trim, 0-10v Dimming, 20' max. mounting height
HB01DMS-A	Microwave Occupancy Sensor, Photosensor, Low End Trim, 0-10v Dimming, IR Remote Programmable, 45' max. mounting height
EXT-ALLP-WBM40	Vesta Keilton Bluetooth Mesh Outdoor Wireless Fixture Controller, PIR Occupancy Sensor, HIGH/LOW/OFF, 0-10V Dimming, High End Trim, Luminaire Level Lighting Control, Wireless Zones, Time-of-Day Scheduling, Keilton Mobile App Programmable, Black
Lens Kit Options - Field Replacement	
ROL-ALLP1-S-T2	Replacement Lens: ALLP, Light distribution Type II (T2), Small (A1/B1/C1)
ROL-ALLP1-S-T3	Replacement Lens: ALLP, Light distribution Type III (T3), Small (A1/B1/C1)
ROL-ALLP1-S-T4	Replacement Lens: ALLP, Light distribution Type IV (T4), Small (A1/B1/C1)
ROL-ALLP1-S-T5	Replacement Lens: ALLP, Light distribution Type V (T5), Small (A1/B1/C1)
ROL-ALLP1-L-T2	Replacement Lens: ALLP, Light distribution Type II (T2), Large (D1)
ROL-ALLP1-L-T3	Replacement Lens: ALLP, Light distribution Type III (T3), Large (D1)
ROL-ALLP1-L-T4	Replacement Lens: ALLP, Light distribution Type IV (T4), Large (D1)
ROL-ALLP1-L-T5	Replacement Lens: ALLP, Light distribution Type V (T5), Large (D1)

Accessories (Field Installed)



Slipfitter
(EXT-ALLP-SFT-001)



Trunnion Mount
(EXT-ALLP-TRN-001)



Adjustable Arm Mount
(EXT-ALLP-ADJ-001)



Adjustable Wall Arm Mount
(EXT-ALLP-WM-001)



Direct Pole Mount
(EXT-ALLP-DPM-001)



Light Shield
(EXT-ALLP-FLx-001)

Additional Specification Information

[2] Use of Sensor and Photocell together is not recommended.

[1] Sensor options are only approved for use when using the max lumen switch position. Power usage and dimming levels are only accurate when using max lumen switch position.

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HARRIS AREA LIGHT LUMEN SELECT, GEN 1

ALLP1

Accessories (Field Installed)



Photocell
(EXT-ALLP-PE3-00x)



Sensor
(EXT-ALLP1-VMB40)

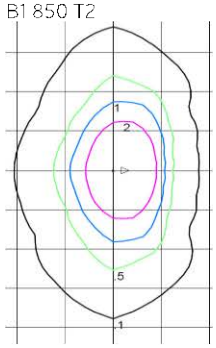


Lens Kit
(ROL-ALLP1x-Tx)

ISO Footcandle Plots

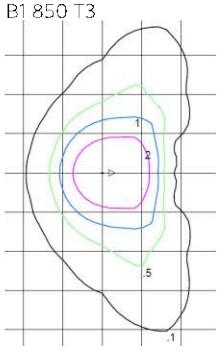
Visit or onlighting.com to obtain all .IES files

B1 850 T2



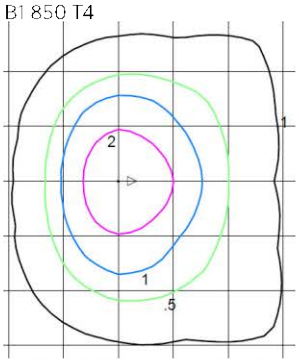
Distance are in Units of Mounting Height
Mounting Height 30'
Max. Calculated Value: 6.58 Fc

B1 850 T3



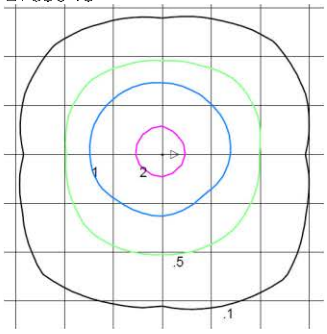
Distance are in Units of Mounting Height
Mounting Height 30'
Max. Calculated Value: 4.92 Fc

B1 850 T4



Distance are in Units of Mounting Height
Mounting Height 30'
Max. Calculated Value: 3.82 Fc

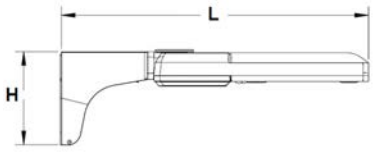
B1 850 T5



Distance are in Units of Mounting Height
Mounting Height 30'
Max. Calculated Value: 2.48 Fc

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CITY OF DESTIN FLORIDA

DESTIN MORGAN SPORTS LIGHTING RFB NO. 24-14-REC

From: Orion Lighting Design Team

Parking Lot Lighting Based on National Standards and IES recommendation as Per Below:

SEARCH | CLEAR | Recommended Maintained Illuminance Targets [a,b,c,d,e,f] | SAVE SEARCH | PRINT TO PDF

Application Task/Area	E_h (Horiz.) Fc@Ft	E_h Max Avg Min	E_h Unif.	E_h Unif. Ratio Basis	E_v (Vert.) Fc@Ft	E_v Max Avg Min	E_v Unif.	E_v Unif. Ratio Basis
PARKING LOTS (and Top Floor of Parking Garages) [6]								
■ Drive Aisles / Parking Areas [1,2,3] | ANSI/IES RP-8-18 | Table 17-2						Room/Area: Room/Area		
☐ All Parking Lots	0.2@0.0	Min	20:1	Max:Min	0.1@5	Min	20:1	Max:Min
■ Transaction Areas (Pedestrian & Vehicle) [3] | ANSI/IES RP-8-18 | Table 17-2						Room/Area: Room/Area		
☐ General Areas [2,4]								
☐ Pre-curfew	0.9@0.0	Min	15:1	Max:Min	0.5@5	Min	15:1	Max:Min
☐ Post-curfew	0.2@0.0	Min	15:1	Max:Min	0.1@5	Min	15:1	Max:Min
☐ Transaction Machines [3]								
☐ Pre-curfew					2.8@TS			
☐ Post-curfew					1.4@TS			

Product Warranty

Orion Energy Systems, Inc.

Product Limited Warranty (Luminaires)

Subject to the terms, conditions, exclusions, procedures and limitations set forth herein, Orion Energy Systems, Inc. and its affiliates ("Orion") warrant to the Qualified Purchaser (as defined below) of a product listed below which is sold by Orion (the "Product") that such Product will be free from defects in materials and workmanship under normal use and service from the Qualified Purchaser's date of purchase of the applicable Product until the end of the warranty period listed below:

PRODUCT	TYPE	WARRANTY PERIOD
Luminaires Interior	LED	5 YEARS
Luminaires Exterior	LED	5 YEARS
Linear Fluorescent Luminaires	T8, T5	1 YEAR

For purposes of this Limited Warranty, a "Qualified Purchaser" is the purchaser who purchases the Product directly from Orion or from an authorized reseller who has purchased the Product directly from Orion. The limited warranty period for any replacement parts or products provided by Orion and for any Products repaired or replaced under this Limited Warranty shall be the remainder of the original warranty period above. Any assistance Orion provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty.

Notwithstanding anything to the contrary in this Limited Warranty: (a) this Limited Warranty does not apply to the finish, or any power supplies (ballast, drivers, transformers, etc.), electrical components, controls or components used in the Product which are not manufactured by Orion (any applicable warranties for items manufactured by third parties are the sole responsibility of such third parties; (b) Orion shall have no liability under this Limited Warranty unless Orion is given written notice of a defect in the Product (as provided herein) within thirty (30) days of discovery of such defect by the Qualified Purchaser; and (c) Orion's liability for all claims of any kind or for any losses or damages arising out of, or resulting from the use or inability to use the Product shall not exceed the purchase price of the Product or component(s) which give rise to the claim.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ORION EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). TO THE EXTEND SUCH EXCLUSION AND DISCLAIMER OF IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE WARRANTY PERIOD DESCRIBED ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Qualified Purchaser. Any oral or written description of the Product is for the sole purpose of identifying it and shall not be construed as an express warranty.

NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND ORION.

Exclusive Remedy. Orion's sole and exclusive obligation and liability under this Limited Warranty, and the Qualified Purchaser's sole and exclusive remedy, is limited to, at Orion's option, the repair or replacement of the Product to the extent the Product is covered by this Limited Warranty, as Orion determines in its reasonable discretion. If Orion determines, in its reasonable discretion, that a Product covered by this Limited Warranty fails to comply with this Limited Warranty, then Orion, at its option, will repair or replace the Product or cause such repair or replacement with the same or a functionally equivalent Product or component part (subject to the component part required to repair the fixture(s) still being commercially available); provided, however, in no event shall Orion be liable or responsible for the costs of labor and equipment to remove the defective Product and install a repaired or a replacement Product. Orion will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with Orion's prior written permission. Orion reserves the right to examine any Product claimed to be defective in order to determine to Orion's reasonable satisfaction that warranty coverage applies and/or to determine the cause of failure and patterns of usage.

Warranty Exclusions. If the Product contains LED components, the Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 20% of the total number of LED components in the Product.

This Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by any of the following: (a) induced vibration; (b) harmonic oscillation or resonance (e.g., associated with movement of air currents around the Product); (c) exposure to electrical surges, dips, power spikes, or excessive cycling of power to the Product in excess of 8 times in any 24 hour period; (d) the electrical system that supplies power to the Product is not protected with Transient Voltage Surge Suppressors or does not meet Power Quality specifications as outlined in IEEE 1159 (Institute of Electrical Engineers); (e) power surges; (f) improper power supply; (g) improper installation (unless the Product was installed by Orion); (h) improper or unauthorized installation, operation, maintenance, handling, or storage; (i) repairs, alterations or modifications (unless performed by Orion); (j) misuse; (k) abuse; (l) abnormal operating or environmental conditions; (m) corrosive atmospheres (e.g., chemicals, alkaline, acids or other chemical fumes); (n) accidents; fire; (o) floods; (o) acts of war or terrorism; (p) animal or insect activity; (q) or any acts of God or other force majeure events; (r) failure to comply with normal and proper storage, use, maintenance, or environmental instructions, practices, procedures or codes; (s) failure to comply with any storage, installation, use, maintenance, ambient operating range or environmental instructions, practices, recommendations, or procedures of Orion;
(t) sabotage or intentional damage or vandalism; (u) civil disturbances; (v) use of the Product with third party supplied products (e.g., controls), processes, or materials; (w) and other occurrences beyond Orion's reasonable control. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Customer-supplied components shall be void of all written, promised, and implied warranties, including but not limited to this Limited Warranty. All customer-supplied components shall be properly compatible with Orion products and shall be installed "as-is". Orion shall have no liability for any damages or costs incurred relating to or arising out of customer-supplied components.

How To Make a Warranty Claim. The Qualified Purchaser may make a claim under this Limited Warranty by contacting Orion or an authorized Orion representative and providing the following: (a) a copy of the original invoice and any other documents related to the purchase of the Product; (b) if the claim is related to an electrical component, power quality records of the electric circuit that the affected Product was connected to, for the prior 12 months; and (c) all records of maintenance and/or testing of the Product.

Limitation of Liability. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES WHATSOEVER, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES OR DOWNTIME COSTS, DAMAGED TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY WITH RESPECT TO THE PRODUCT OR ORION'S ACTS OR OMISSIONS OR OTHERWISE. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

Some states do not allow the exclusion or limitation of consequential or incidental losses or damages; therefore, such limitations or exclusions may not apply to the Qualified Purchaser.

Miscellaneous. This Limited Warranty applies only to the Qualified Purchaser and may not be transferred or assigned. Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Limited Warranty.

Effective Date: March 3, 2023

Orion Energy Systems, Inc.

Product Limited Warranty (Air Movement Products)

Subject to the terms, conditions, exclusions, procedures and limitations set forth herein, Orion Energy Systems, Inc. and its affiliates ("Orion") warrant to the Qualified Purchaser (as defined below) of a product listed below which is sold by Orion (the "Product") that such Product will be free from defects in materials and workmanship under normal use and service from the Qualified Purchaser's date of purchase of the applicable Product until the end of the warranty period listed below:

PRODUCT	CLASS	TYPE	WARRANTY PERIOD
PureMotion Air Movement	ISON	Air Movement	1 YEAR
PureMotion Light	ISON	Air Movement with LED Light	1 YEAR
PureMotion UVC	ISON	Air Movement with UV-C	1 YEAR

For purposes of this Limited Warranty, a "Qualified Purchaser" is the purchaser who purchases the Product directly from Orion or from an authorized reseller who has purchased the Product directly from Orion. The limited warranty period for any replacement parts or products provided by Orion and for any Products repaired or replaced under this Limited Warranty shall be the remainder of the original warranty period above. Any assistance Orion provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty.

Notwithstanding anything to the contrary in this Limited Warranty: (a) this Limited Warranty does not apply to the finish, or any power supplies (ballast, drivers, transformers, etc.), electrical components, controls or components used in the Product which are not manufactured by Orion (any applicable warranties for items manufactured by third parties are the sole responsibility of such third parties; (b) Orion shall have no liability under this Limited Warranty unless Orion is given written notice of a defect in the Product (as provided herein) within thirty (30) days of discovery of such defect by the Qualified Purchaser; and (c) Orion's liability for all claims of any kind or for any losses or damages arising out of, or resulting from the use or inability to use the Product shall not exceed the purchase price of the Product or component(s) which give rise to the claim.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ORION EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). TO THE EXTEND SUCH EXCLUSION AND DISCLAIMER OF IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE WARRANTY PERIOD DESCRIBED ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Qualified Purchaser. Any oral or written description of the Product is for the sole purpose of identifying it and shall not be construed as an express warranty.

NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND ORION.

Exclusive Remedy. Orion's sole and exclusive obligation and liability under this Limited Warranty, and the Qualified Purchaser's sole and exclusive remedy, is limited to, at Orion's option, the repair or replacement of the Product to the extent the Product is covered by this Limited Warranty, as Orion determines in its reasonable discretion. If Orion determines, in its reasonable discretion, that a Product covered by this Limited Warranty fails to comply with this Limited Warranty, then Orion, at its option, will repair or replace the Product or cause such repair or replacement with the same or a functionally equivalent Product or component part (subject to the component part required to repair the fixture(s) still being commercially available); provided, however, in no event shall Orion be liable or responsible for the costs of labor and equipment to remove the defective Product and install a repaired or a replacement Product. Orion will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with Orion's prior written permission. Orion reserves the right to examine any Product claimed to be defective in order to determine to Orion's reasonable satisfaction that warranty coverage applies and/or to determine the cause of failure and patterns of usage.

Warranty Exclusions. If the Product contains LED components, the Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 20% of the total number of LED components in the Product.

This Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by any of the following: induced vibration; harmonic oscillation or resonance (e.g., associated with movement of air currents around the Product); exposure to electrical surges, dips, power spikes, or excessive cycling of power to the Product in excess of 8 times in any 24 hour period; the electrical system that supplies power to the Product is not protected with Transient Voltage Surge Suppressors or does not meet Power Quality specifications as outlined in IEEE 1159 (Institute of Electrical Engineers); power surges; improper power supply; improper installation (unless the Product is installed by Orion); improper or unauthorized installation, operation, maintenance, handling, or storage; repairs, alterations or modifications (unless performed by Orion); misuse; abuse; abnormal operating or environmental conditions; corrosive atmospheres (e.g., chemicals, alkaline, acids or other chemical fumes); accidents; fire; floods; acts of war or terrorism; animal or insect activity; or any acts of God or other force majeure events; failure to comply with normal and proper storage, use, maintenance, or environmental instructions, practices, procedures or codes; failure to comply with any storage, installation, use, maintenance, ambient operating range or environmental instructions, practices, recommendations, or procedures of Orion; sabotage or intentional damage or vandalism; civil disturbances; use of the Product with third party supplied products (e.g., controls), processes, or materials; and other occurrences beyond Orion's reasonable control. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Customer-supplied components shall be void of all written, promised, and implied warranties, including but not limited to this Limited Warranty. All customer-supplied components shall be properly compatible with Orion products and shall be installed "as-is". Orion shall have no liability for any damages or costs incurred relating to or arising out of customer-supplied components.

How To Make a Warranty Claim. The Qualified Purchaser may make a claim under this Limited Warranty by contacting Orion or an authorized Orion representative and providing the following: (a) a copy of the original invoice and any other documents related to the purchase of the Product; (b) if the claim is related to an electrical component, power quality records of the electric circuit that the affected Product was connected to, for the prior 12 months; and (c) all records of maintenance and/or testing of the Product.

Limitation of Liability. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES WHATSOEVER, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES OR DOWNTIME COSTS, DAMAGED TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY WITH RESPECT TO THE PRODUCT OR ORION'S ACTS OR OMISSIONS OR OTHERWISE. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

Some states do not allow the exclusion or limitation of consequential or incidental losses or damages; therefore, such limitations or exclusions may not apply to the Qualified Purchaser.

Miscellaneous. This Limited Warranty applies only to the Qualified Purchaser and may not be transferred or assigned. Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Limited Warranty.

Effective Date: May 1, 2021

Orion Energy Systems, Inc.

Product Limited Warranty (Daylight Harvesting Light Pipes)

Subject to the terms, conditions, exclusions, procedures and limitations set forth herein, Orion Energy Systems, Inc. and its affiliates ("Orion") warrant to the Qualified Purchaser (as defined below) of a product listed below which is sold by Orion (the "Product") that such Product will be free from defects in materials and workmanship under normal use and service from the Qualified Purchaser's date of purchase of the applicable Product until the end of the warranty period listed below:

PRODUCT	CLASS	TYPE	WARRANTY PERIOD
Daylight Harvesting Light Pipes	APOLLO	N/A	1 YEAR

For purposes of this Limited Warranty, a "Qualified Purchaser" is the purchaser who purchases the Product directly from Orion or from an authorized reseller who has purchased the Product directly from Orion. The limited warranty period for any replacement parts or products provided by Orion and for any Products repaired or replaced under this Limited Warranty shall be the remainder of the original warranty period above. Any assistance Orion provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty.

Notwithstanding anything to the contrary in this Limited Warranty: (a) this Limited Warranty does not apply to the finish, or any components used in any Product which are not manufactured by Orion (any applicable warranties for items manufactured by third parties are the sole responsibility of such third parties; (b) Orion shall have no liability under this Limited Warranty unless Orion is given written notice of a defect in the Product (as provided herein) within thirty (30) days of discovery of such defect by the Qualified Purchaser; and (c) Orion's liability for all claims of any kind or for any losses or damages arising out of, or resulting from the use or inability to use the Product shall not exceed the purchase price of the Product or component(s) which give rise to the claim.

This Limited Warranty does not apply to any roofing materials, labor, and workmanship related to the installation of the Product, and Orion disclaims any liability related to or resulting from the installation of the Product, specifically including damages to roofing structures. The Qualified Purchaser should consult with their roofing supplier and/or contractor to determine what, if any, effects the installation of the Product may have on the warranties on the roofing structures/systems at the location where originally installed.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ORION EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). TO THE EXTEND SUCH EXCLUSION AND DISCLAIMER OF IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE WARRANTY PERIOD DESCRIBED ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Qualified Purchaser. Any oral or written description of the Product is for the sole purpose of identifying it and shall not be construed as an express warranty.

NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND ORION.

Exclusive Remedy. Orion's sole and exclusive obligation and liability under this Limited Warranty, and the Qualified Purchaser's sole and exclusive remedy, is limited to, at Orion's option, the repair or replacement of the Product to the extent the Product is covered by this Limited Warranty, as Orion determines in its reasonable discretion. If Orion determines, in its reasonable discretion, that a Product covered by this Limited Warranty fails to comply with this Limited Warranty, then Orion, at its option, will repair or replace the Product or cause such repair or replacement with the same or a functionally equivalent Product or component part (subject to the component part required to repair the fixture(s) still being commercially available(; provided, however, in no event shall Orion be liable or responsible for the costs of labor and equipment to remove the defective Product and install a repaired or a replacement Product. Orion will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with Orion's prior written permission. Orion reserves the right to examine any Product claimed to be defective in order to determine to Orion's reasonable satisfaction that warranty coverage applies and/or to determine the cause of failure and patterns of usage.

Warranty Exclusions. This Limited Warranty shall be void should any defect, damage, or loss to the Product be caused by water intrusion from other than the Daylight Harvesting Light Pipes product itself. This Limited Warranty shall be void should any defect, damage or loss to the Product be caused by condensation due to environmental conditions.

This Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by any of the following: improper installation (unless the Product is installed by Orion); improper or unauthorized installation, operation, maintenance, handling, or storage; repairs, alterations or modifications (unless performed by Orion); misuse; abuse; abnormal operating or environmental conditions; corrosive atmospheres (e.g., chemicals, alkaline, acids or other chemical fumes); accidents; fire; floods; acts of war or terrorism; animal or insect activity; any acts of God or other force majeure events; failure to comply with normal and proper storage, use, maintenance, or environmental instructions, practices, procedures or codes; failure to comply with any storage, installation, use, maintenance, ambient operating range or environmental instructions, practices, recommendations, or procedures of Orion; sabotage or intentional damage or vandalism; civil disturbances; use of the Product with third party supplied products (e.g., controls), processes, or materials; and other occurrences beyond Orion's reasonable control. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Customer-supplied components shall be void of all written, promised, and implied warranties, including but not limited to this Limited Warranty. All customer-supplied components shall be properly compatible with Orion products and shall be installed "as-is". Orion shall have no liability for any damages or costs incurred relating to or arising out of customer-supplied components.

How To Make a Warranty Claim. The Qualified Purchaser may make a claim under this Limited Warranty by contacting Orion or an authorized Orion representative and providing the following: (a) a copy of the original invoice and any other documents related to the purchase of the Product; (b) if the claim is related to an electrical component, power quality records of the electric circuit that the affected Product was connected to, for the prior 12 months; and (c) all records of maintenance and/or testing of the Product.

Limitation of Liability. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES WHATSOEVER, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES OR DOWNTIME COSTS, DAMAGED TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY WITH RESPECT TO THE PRODUCT OR ORION'S ACTS OR OMISSIONS OR OTHERWISE. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

Some states do not allow the exclusion or limitation of consequential or incidental losses or damages; therefore, such limitations or exclusions may not apply to the Qualified Purchaser.

Miscellaneous. This Limited Warranty applies only to the Qualified Purchaser and may not be transferred or assigned. Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Limited Warranty.

Effective Date: May 1, 2021

UEI: JZJ4KYXV8QF6
CAGE: 1TK58

Issued: 2023-09.07
ID#: 6090723

DarkSky Approved Luminaire

DarkSky International grants this approval to:

M3 Innovation

for achieving certification of the following commercial DarkSky friendly product family:

Mako M3

Thank you for your part in the world-wide effort to protect and preserve the natural nighttime environment and our heritage of dark skies.

James Brigagliano
Lighting Program Manager

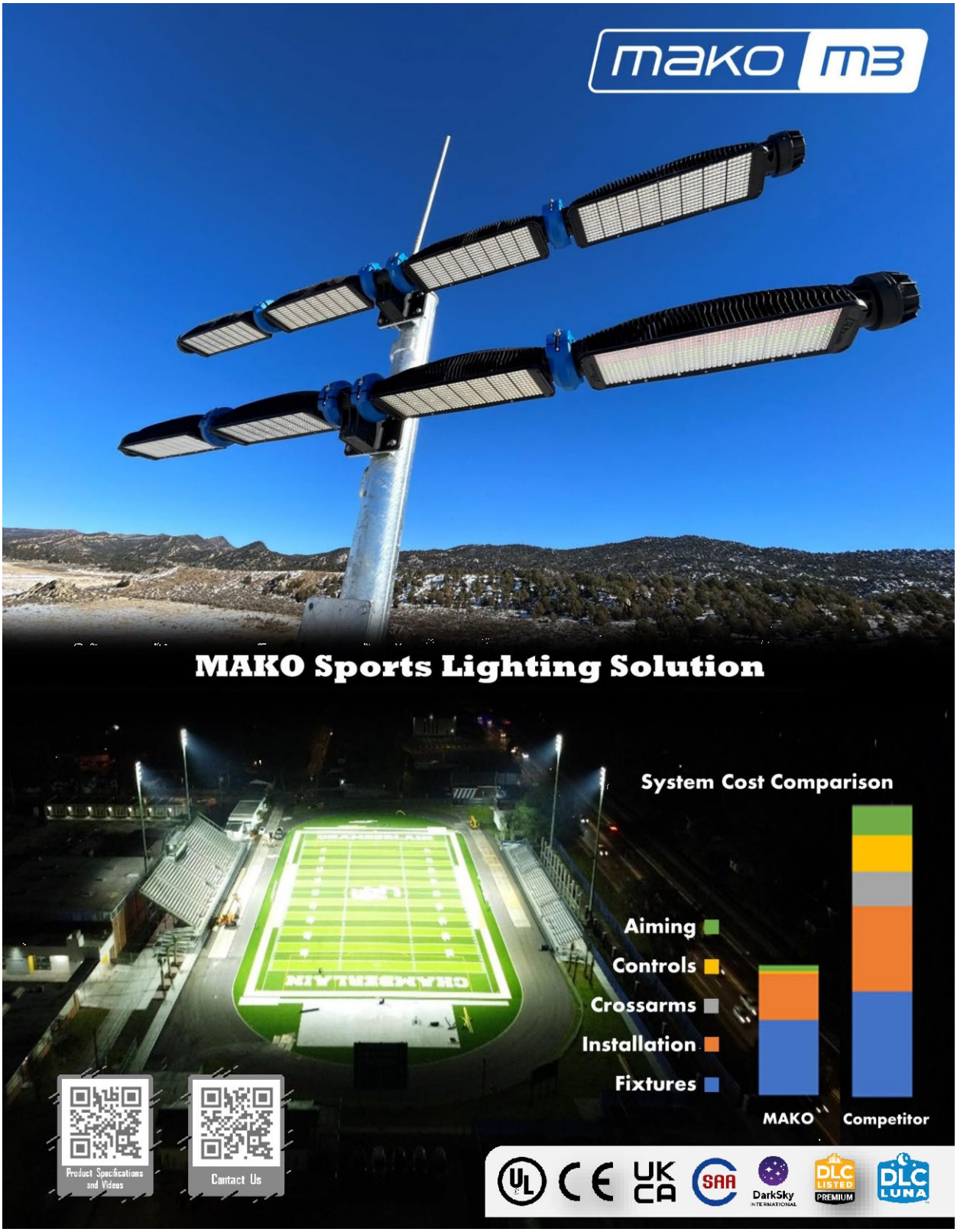
DARKSKY APPROVED
Reduces light pollution
Certified by DarkSky.org

Ruskin K. Hartley
DarkSky Executive Director

2210 Woodland Drive,
Manitowoc, WI 54220

MAKO Brochure

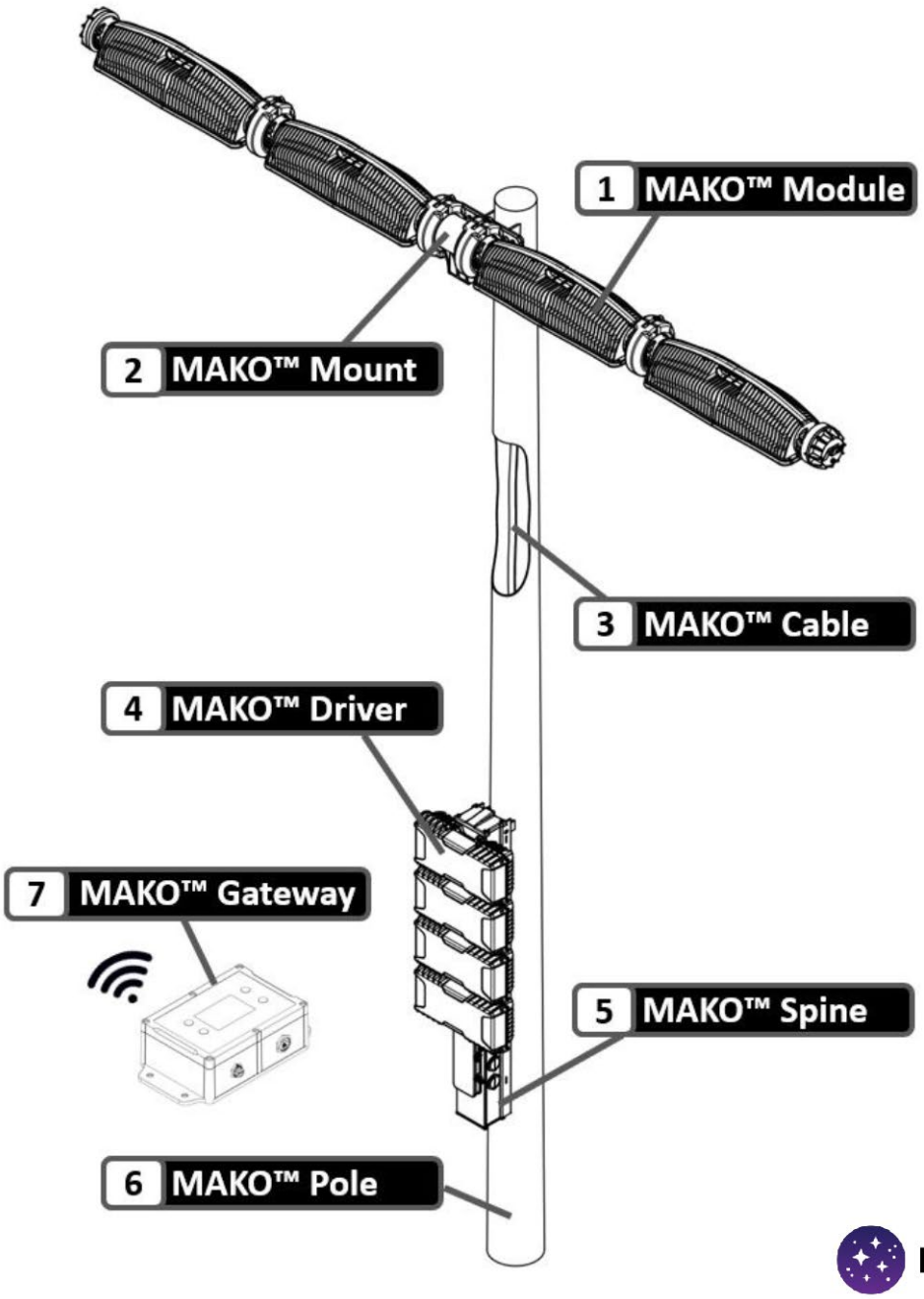



mako m3
MAKO Sports Lighting Solution
System Cost Comparison
Aiming
Controls
Crossarms
Installation
Fixtures
MAKO
Competitor
Product Specifications and Videos
Contact Us
DarkSky INTERNATIONAL
DLC LISTED PREMIUM
DLC LUNA

Data Sheet – MAKO System M3K-001-1000WD

MAKO System

M3K-001-1000WD



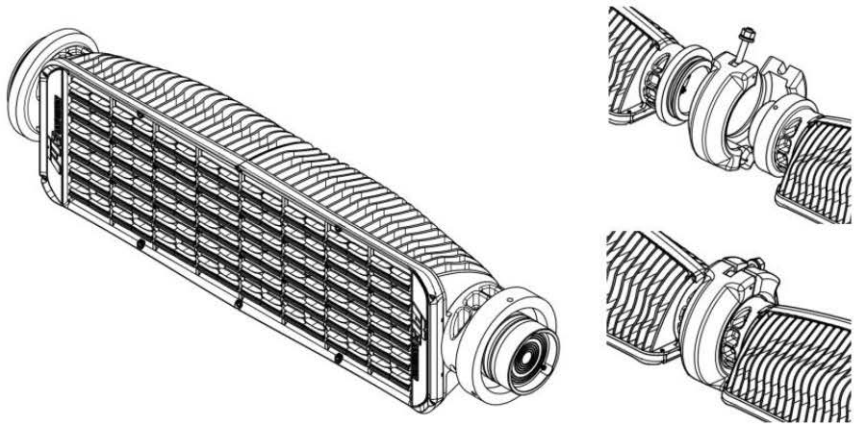
DLC LISTED PREMIUM

DarkSky

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mako m3

MAKO Module
M3K-010



Product Features

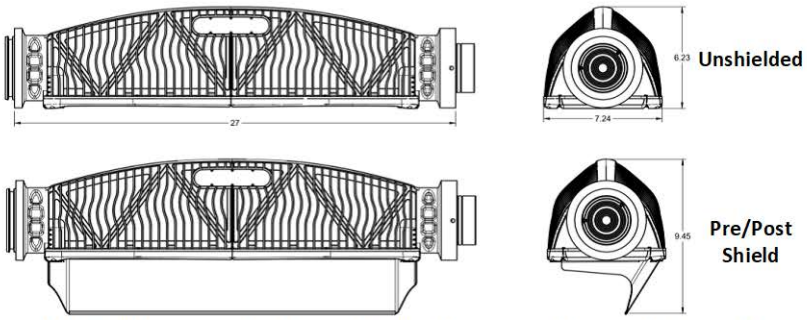
- Up to 150,000 lumens of white light weighting 25.5 lbs
- 96,000 lumens of modular and quickly interchangeable RGB Light
- Quick installation – No complicated wiring or aiming required
- Extremely Low On-Field Glare Rating – Less than 200,000 peak candela at any point on field
- Sleek and structural design; 2x stronger, ½ the weight, and ¼ the EPA of traditional LED sports lighting products
- Eliminates the cost of bulky cross-arms and unreliable wiring connections
- Ultra-corrosion resistant alloy – less than 0.03% Cu with Electrophoresis Coating

Product Performance

	M3K-010-5K	M3K-010-3K	M3K-010-RGB
Lumen Output	Up to 150,000	Up to 144,000	Up to 96,000
Nominal Power	1000W		
CCT	5000K	3000K	N/A
CRI	70		N/A
Optical Distributions	L,R,UW		
Operating Temperature Range	-40C to +45C		
L70 (IESNA TM-21-11)	>130,000		
Electrical Certifications	UL8750, UL1598, DLC		
Environmental Certifications	IP66, NEMA 4x, ANSI C136.31 3G		
Effective Projected Area (EPA)	1.2 (sq. ft)		
Weight	25.5lbs (11.57kg)		
Shield Available	Yes		

** M3K-010-3K 3000K CCT option required for DarkSky approval **

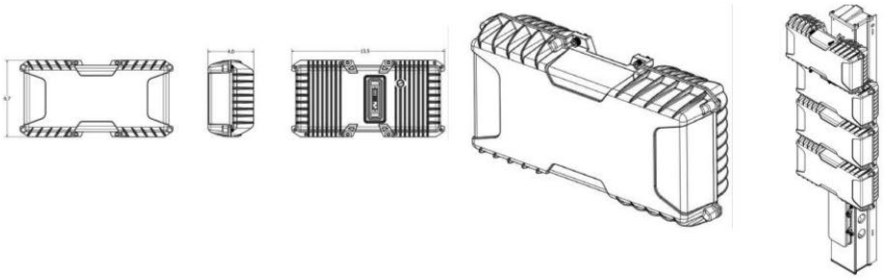
Dimensional Details



* Product shall be installed +/- 10° from parallel. DarkSky approved only when fixed in the downward position (0 degrees) *

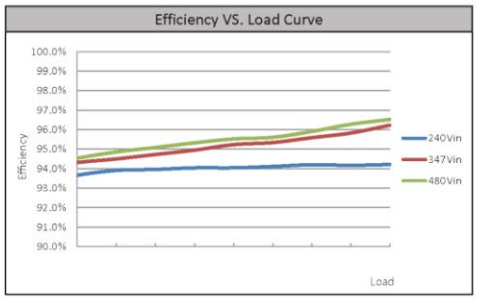
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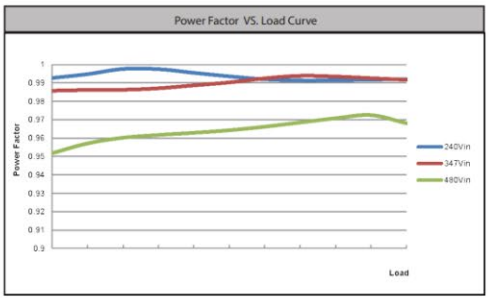
MAKO Driver
M3K-015

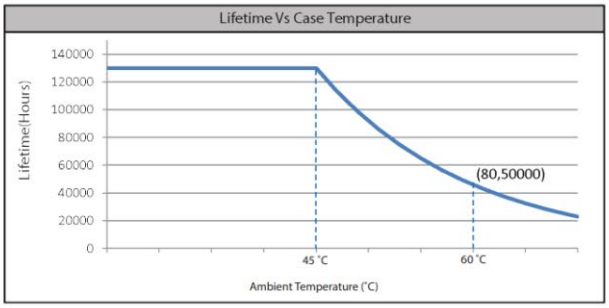


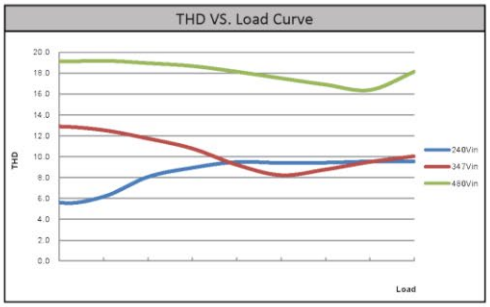
Product Features

- High Power - 1200W, 3-Channel Output
- Light Weight - 8.6lbs
- High Efficiency - >95%
- Universal Input - 190-528VAC
- Field Replaceable - Easy installation and quick disconnect at base of pole - No Electrician Needed
- Reliable -
  - 130,000hr lifetime at 45C ambient temperature
  - Dynamic power factor correction detects, corrects, and runs through dirty power or power pollution
- Redundant - System failure detection and automatic correction with 50% Power Reserve
- Intelligent - System monitoring and dimming over custom protocol provides automated alerts for preventative maintenance









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MAKO Driver
M3K-015

Description

The MAKO "M3K-015" Driver is custom designed and optimized to be the most efficient and reliable driver in the Sports Lighting Industry. Built from the ground up using mission-critical military power supply design methodology, the MAKO Driver offers many technology innovations to enhance system lifetime. Reliability, redundancy, system health monitoring, and ease of replacement ensure the MAKO sports lighting system remains at peak performance for the lifetime of your project.

Main Characteristics

- Input voltage range:190-528VAC.
- Built-in active PFC function.
- Three channel outputs independent control.
- Max Output Power 400W per channel. Total 1200W(240-528Vac),1000W(190-240Vac)
- Output Current, ranging from 180-1800mA.
- Output Voltage, ranging from 150-215Vdc.
- Dimming Control method: RS485
- High efficiency: 95% Typ.
- Output voltage, output current, output power sensing
- Output short circuit protection, overvoltage protection
- Surge level 4kV common mode and 6kV differential mode with external SPD.
- Non Isolated, Class I.

Electrical Input

Efficiency (Typ.) Note.1:	95% @ 240-480VAC
Voltage Range(Vac) Note.2:	190~528Vac
Frequency Range:	47~63 Hz
Power Factor:	>0.9 at 240~480Vac input with 75%-100% load conditions
THD:	<20% at 240~480Vac input, with 100% load conditions
AC Current:	6.5A MAX at 240Vac, 3.0A Max at 480Vac
Turn-On Time:	<1s Goal
Leakage Current:	<5mA

Electrical Output

Output Channel:	Three independent Channel output
Current Adjustment Range:	Dim to Off, 10%-100%
Output Voltage Range(Vdc):	150Vdc~215Vdc (Three channels are all the same.)
Rated Current (mA):	1800mA (Three channels are all the same.)
Rated Current (mA) Fault Mode:	2700mA (The rest two channels are available)
Output Current Range (mA):	180mA - 1800mA
Output Current Range (mA) Fault Mode:	270mA~2700mA (the rest two channels are available)
Output Current Tolerance:	150mA
Rated Power (W):	400W per channel, 1200W total (240-528Vac), 1000W total (190-240Vac)
Turn on Delay Time:	settable from 2.5s at 240Vac
Output Ripple Current:	16.6% of Io_max. ((PKK-AV)/AV) with LED default mode an full load, <4% @ frequency <10kHz
Dimming Range:	0%, 3%-100%
Efficency:	Up to 97%

Protection

Overload Voltage (V)(Typ.):	250V(Max), Protection type: Transfer to Fault Mode: 528VAC Disable
Under Voltage	150VDC, 180VAC Disable
Short Circuit:	Protection type: Transfer to Fault Mode
Over Temperature:	Protection type: Shut down at Tc=100˚C; Recovery at Tc=95˚C
Short Circuit:	Output Auto-Recovery, when fault is removed
Overpower:	Maintained power output Operation
Redundancy:	N+1 Redundancy
Ingress Protection:	IP66

Aux Output

Aux Output Voltage:	12VDC typ.
Aux Output Voltage Range:	10.5VDC-13.5VDC
Aux Output Current:	1000mA max
Protection:	Short-circuit protected

Environment

Operating Temperature:	-40~+45˚C, refer to the derating curve for detail
Operating Humidity:	5~95%RH, non-condensing
Storage Temperature & Humidity:	-40~+90˚C, 5%-95%RH
Temperature Coefficient:	0.03%/˚C (0~55˚C)
Vibration:	IEC 60068-2-6, Random: 5Hz or 500Hz(2.09G); 20min per axis for all X,Y,Z direction
Operation Altitude:	0 to 5,000 Meters (16,400ft)
Tc max:	90˚C

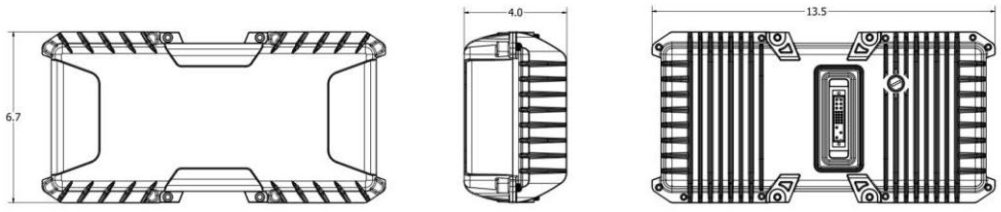
Safety & EMC

Safety Standard	UL8750
Withstand Voltage	Mains VS Output:Non isolated; Mains VS 485 Double isolated; Mains vs Housing: Basic isolated Output VS 485: Double isolated; Output VS Housing: Basic Isolated
Isolation Resistance	I/P-FG, O/P-FG:100M Ohms/500VDC/ 25˚C/70%RH
EMC Emission	EN55011
EMC Immunity	Compliance to EN61000-4-2,3,4,5,6,8,11, EN61547, light industry level (surge:L--N:±6KV,L, N--FG:±6KV)

Others

MTBF	250,000 hours, measured at full load, 25˚C ambient temperature MIL-HDBK-217F(25˚C) 250K Hours Estimated
Dimension (L*W*H)	342.9mm*169.9mm*103mm
Weight	3.9kg

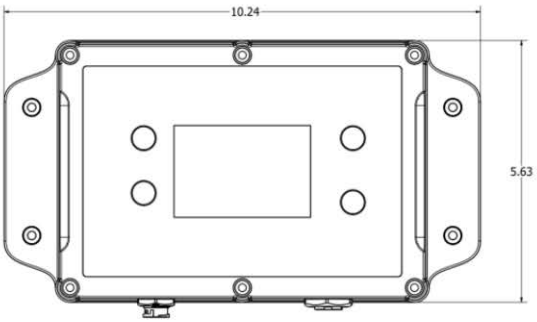
Dimension Details

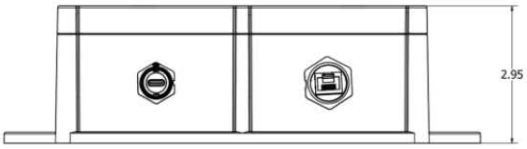


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MAKO Gateway
M3K-GTW







Features

- Only All-encompassing exclusive Sports Lighting Control System on the market
- Intuitive Control of MAKO M3 Sports Entertainment Solution and IoT devices
- Cellular connectivity included for 24/7 monitoring and system updates

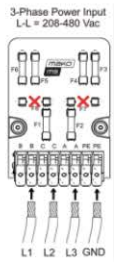
The Mako SES Control System allows for dynamic wireless communication to form a local mesh network. The primary function of the Mako SES Control System is to create multiple zones, dynamic behaviors, events, and schedules. The Mako SES Control System has built in Wi-Fi for local wireless communication. The system comes equipped with an LCD screen and simple push button for easy end user interface.

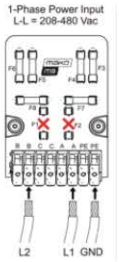
- IP65 rated with built in surge protection
- Programmable push buttons for manual control
- Multiple Zones, Behaviors, Events, and schedules
- Built in Wi-Fi for local wireless access
- Ethernet port and cellular for network connectivity
- AES 128-bit encryption
- BMS and other system integration options
- Optional Cloud and Remote Access services available

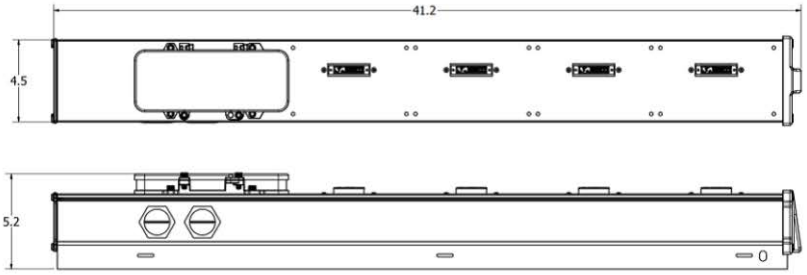
Description:	T30-4G Cellular connected gateway
Input Power:	USB-C Universal Input
Operating Environment:	Outdoor Rated at -40C to 55C, IP65 (when latched)
Cellular:	4G CAT 1 cellular module
Wi-Fi:	Built in Wireless Access
Radio:	ESP32 Wi-Fi+SOC
Certifications:	FCC/IC UL CSA ROHS
Warranty:	5-year

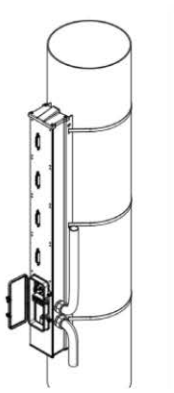
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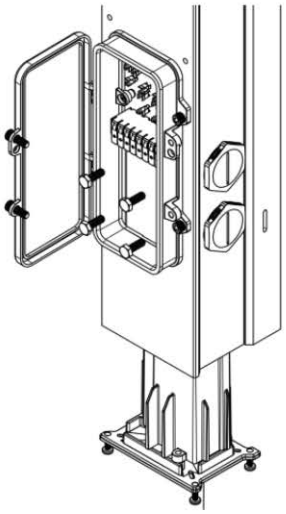
MAKO Spine
M3K-024

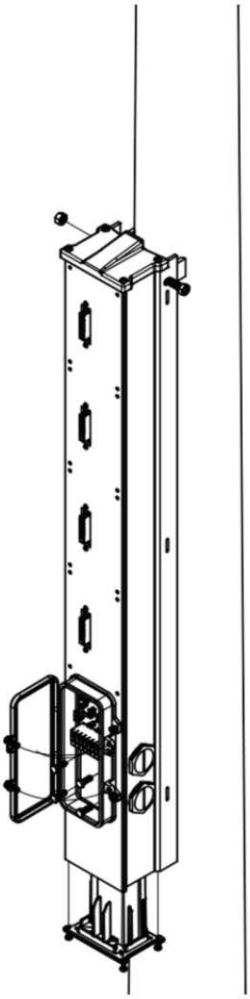












MAKO Spine

Rugged solid-state mission critical defense system backplane for power and communication
Fast connect and disconnect of MAKO Driver without need of electrician
Integrated 100kA surge protection
battery backup on board to support control use, egress lighting, and security cameras in loss of power events
Integrated Junction Box
Sealed and lockable access point for installation and maintenance
Eliminates cumbersome and costly external fuse enclosures
Patented MST Field-Adapt quickly converts from 1-phase to 3-phase in seconds
Universal input voltage of 208VAC to 480VAC
Easy Tool-Free connection to existing power at base of pole

MAKO SES Control System

Only All-encompassing exclusive Sports Lighting Control System on the market
Intuitive control of MAKO Sports Entertainment Solution and IoT devices
Cellular connectivity included for 24/7 monitoring and system updates

Expandable Sensor and Auxiliary Power

Low voltage quick access expansion port for IoT sensors
Simple, quick, and low-cost snap-in camera module for streaming video capability
2-hour emergency lighting module with up to 2500 lumen output

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Representations and Certifications

52.212-3 Offeror Representations and Certifications--Commercial Products and Commercial Services (NOV 2023)

The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.sam.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs N/A.

52.204-26 Covered Telecommunications Equipment or Services--Representation (OCT 2020)

(c) Representations.
(1) The Offeror represents that it [] does, [X] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [X] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(d) Representations. The Offeror represents that—

(1) It [] will, [X] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [X] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

Past Performance

Reference One (1)

Name of the Company	Home Depot
POC Name	Vincent Deckers
POC Email	Vincent_deckers@homedepot.com
Your Role (Prime or Sub)	Prime Contractor
Project Dates	2019 - Current
Contractual Award	$240,000,000.00

Narrative Description of General Scope of Project / Other than Management

Orion Energy Systems, Inc is responsible for performing audits within 1,800 retail locations. Additionally, we provided custom designs and the manufacturing for retro kits for sustainable fitment of existing fixtures and incorporated controls.

Reference Two (2)

Name of the Company	VAC-CON
POC Name	Mike Sollitt
POC Email	msollitt@aol.com
Your Role (Prime or Sub)	Prime Contractor
Project Dates	2008 - Current
Contractual Award	Varied Contractual Award, between $10,000 - $250,000 per service.

Narrative Description of General Scope of Project / Other than Management

Orion Energy Systems, Inc is responsible for a variety of end-user manufacturers. This includes the design within existing and new builds within the United States. The areas include high bay manufacturing, detailed inspection areas, and offices.

Reference Three (3)

Name of the Company	Ford Motor Company
Location of Project	14 locations throughout the United States.
POC Name	Alex Stefanou
POC Email	Astefan1@ford.com
Your Role (Prime or Sub)	Prime Contractor
Project Dates	2008 - Current
Contractual Award	$14,000,000.00

Narrative Description of General Scope of Project / Other than Management

Orion Energy Systems, Inc is responsible for performing various audits, including office buildings, manufacturing plants, and outdoor areas. Additionally, we provided comprehensive energy saving lighting solutions to save energy and reduce maintenance cycle times. We manufactured energy-saving LED lighting fixtures.

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:

Name: Orion Energy Systems, Inc.

Address: 2210 Woodland Drive

City, State, Zip: Manitowoc, WI 54220

Telephone No.: (904) 626-3242

Email: sgreen@oesx.com

	Check One
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   Orion Energy Systems, Inc.

   The address of the principal place of business is:

   2210 Woodland Drive, Manitowoc WI 54220

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: April 06, 1996

   b. State of Incorporation: Wisconsin

   c. ~~President~~ CEO's name: Mike Jenkins, CEO

   d. ~~Vice~~ President's name: Scott Green, President Orion Services Group

e. Secretary's name: _____

f. Treasurer's name: Per Brodin, CFO

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

28 years

Under what other former names has your organization operated?

N/A

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Electrical Contractor's Licensing Board - License # EC13006009

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

None

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Orion Project Management team has over 100 years of combined experience in lighting retrofit installations. Richard Litland is a Master Electrican with licenses nationwide. Andre Green with 20 years of experience will oversee the project.

10. State the name of the individual who will have personal supervision of the work:

Scott Green and Andre Green

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Nicholas J. Zepnick of Foley & Lardner LLP Attorneys at Law

777 E. Wisconsin Ave., Milwaukee WI 53202

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

~~None~~ ORION is A public company

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Orion Energy Systems, Inc. is a publicly traded company on NASDAQ.

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	9
b.	Non-Governmental Related Work	10
	Total Work (a +b):	19

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Bank of America	150 N. College St., Charlotte NC 28255	(414) 615-9320

16. What will be your turnaround time for written responses to City inquires?

12-24 hours

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Maria A. Jean

(Title) President

Subscribed and sworn to before me

This 19th day of November, 2024

Alexandria Acosta

Notary Public (Signature)

My Commission Expires: 11/3/2028

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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 Destin Morgan Sports Center Lighting RFB NO. 24-14- REC

2. This sworn statement is submitted by Orion Energy Systems, Inc whose business address is 9143 Philips Hwy, Suite 420, Jacksonville Florida 32256

and (if applicable) Federal Employer Identification Number (FEIN) is 39-1847269 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Scott Green and my relationship to the entity named above is President, Orion Services Group

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)

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

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

____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: 11/19/24

(Signature)

STATE OF FLORIDA
COUNTY OF Duval

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 19 day of November, 2024, and is personally known to me, or has provided _____ as identification.

Alexandria Acosta
Notary Public

My Commission expires:

END OF SECTION

Notary Public State of Florida
Alexandria Acosta
My Commission HH 609312
Expires 11/3/2028

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Scott Green (insert name) as President Orion Services Group (insert title) on behalf of Orion Energy Systems, Inc (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Orion Energy Systems, Inc (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Orion Energy Systems, Inc (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

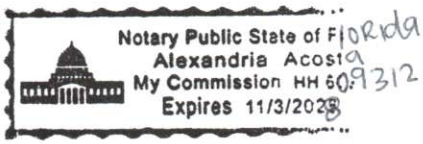
Printed Name: Scott A. Green
Title: President
Nongovernmental entity: Yes
Date: 11/19/24

STATE OF Florida
COUNTY OF Duval

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by Scott Green as President on behalf of Orion Energy Systems Inc, who is personally known to me or who produced _____ as identification this 19th day of November, 2024.

Alexandria Acosta
Notary Public

(Notary Seal)



ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 24-14-REC
DESTIN MORGAN SPORTS COMPLEX
LIGHTING

November 21, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location of Osprey platforms. Attached.

Clarifications:

1. Lightning rod: grounding- Is this a requirement for the parking lots, too?
   If required by the lightning manufacturer

2. Is there a preferred Eagle nesting platform?
   No

3. RFP note: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
4. Question: Regarding access control; please provide additional details- is this for each site: fields and parking lots?
   Only for the laydown area as needed by the winning bidder.

5. What date can respondents expect to get answers?
   Questions and answers will be provided through an addendum, to plan holders.

6. Will questions and answers be emailed to all respondents?
   Questions and answers will be provided through an addendum, to plan holders.

7. Orion requests a (1) week extension since proposal is to be mailed, received by 11/26 - there is limited time to get answers and then to go back out for material quotes, if needed.
   The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

8. Did the city decide to put eagle nest platforms on all poles or just a few?
   Yes, there are three proposed. Please see attached map.

9. Do you require new wires underground to the poles?
   No, we do not.

10. Who would handle the removal of the existing bird nest(s)?
    The City will remove the remaining nests.

11. Who is responsible for repairs of any fencing, fields, or pavements that could be damaged during installation?
    The winning bidder would be responsible.

12. Do you want the light head for light head installation on the parking lot lights?
    Presuming the "light head" is the hardware connecting the pole with the light fixture, yes.

13. Does each pole require the platforms for the Osprey nests or are there specified poles?
    No. Only three are proposed to have platforms. Please see map for marked locations.

14. The RFB does not specify the location of the drivers for the lighting system. Most manufacturers can provide a remote driver system typically mounted at a height accessible by a ladder for ease of maintenance. Are remote drivers required or preferred?
    Approximately 10' on pole, remote drivers are required.

15. To prevent damage to the sensitive electronic components in modern LED systems, it is common industry standard to require new grounding systems on retrofits of existing poles. What are the grounding requirements for the new LED system?
    As required per lighting manufacturer's specs.

16. The maximum ground resistance per NFPA code is 25 ohms. If new grounding systems are not required, what are the testing requirements for the existing pole grounding? Who is responsible for testing and verifying grounding meets code?
    The winning bidder will be responsible for testing/verifying grounding meets code.

17. The RFB specifies a horizontal footcandle value no more than 0.2 fcs at the property line. Glare is measured in candela. Candela values from LED luminaires can vary greatly from manufacture to manufacture. How will glare be evaluated? What are the candela or glare requirements or values for the new LED system? Will there be candela value requirements at the complex property line?
    Glare impact scans shall be provided from the field edge on a map of the surrounding area and shall be submitted showing the maximum candela until less than 10,000 candela is met.

18. Which poles get osprey platforms? What are the structural requirements for the platforms and will engineered drawings be required?
    See the attached sketch. Yes, platforms must meet the wind code.

The bid opening date remains as Tuesday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Orion Energy Systems, Inc

Print Name

Omar Rivera

Signature

11/22/2024

Date

November 22nd, 2024

City of Destin- Morgan Sports Center Lighting
4200 Indian Bayou Trail
Destin, FL 32541

From: Wes Livingston

PSG Energy Services is honored to submit our proposal for the new LED lights and poles at the Bolton High School. In the pages following this cover letter, you will find our pricing, photometric design, and the product information. PSG has installed similar LED Lighting systems across the state of Georgia in facilities like Truist Park (Atlanta Braves Stadium), Foley Field (UGA Baseball Stadium), Callaway Stadium (Troup Co, GA), Marist School, Madison County High School, Central Georgia Technical College, and many others.

If you have any questions, please don't hesitate to reach out to me.

Respectfully,
Wes Livingston
(704) 604-2165
wlivingston@psg-energy-services.com
www.psg-energy-services.com

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10. Proof of Licensing
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Executive Summary/Project Approach and Schedule:

PSG has been providing our clients with turnkey lighting projects for the last 16 years. During this time, PSG's mission has been to create a positive and lasting experience for our clients through intelligent design, customer service and a commitment to our core values. PSG specializes in Sports Lighting, Next-Generation Lighting & Intelligent Controls, Renewable/Building Efficiency (Solar EPC), Electrification & Site Infrastructure (EV Charging), Utility/Roadway Work, and can assist with virtually any project requiring electrical work. In the past year, PSG has completed Sports Lighting Installations at the following locations in the state of Georgia (among others):

- Callaway Stadium, LaGrange, GA (Football Field)
- Marist School, Atlanta, GA (Soccer Field)
- Foley Field, University of Georgia, Athens, GA (Baseball)
- Madison County High Schools, Danielsville, GA (Football, Baseball, Softball)
- Meade Fields, Peachtree City, GA (Softball)
- Central Georgia Technical College, Macon, GA (Football)

PSG is proposing the same fixtures from CHM Lighting that have been installed at these fields and are also installed at Truist Park (Atlanta Braves Stadium).

PSG will procure and install the new poles and fixtures from CHM Lighting as part of the agreement with the City of Destin in the timeline that is outlined in the bid. Once material arrives, the installation will take approximately 15-20 working days for existing fixture removal, fixture installation and aiming. In addition to the sports lighting, PSG will use a crew to install the new LED lighting for the parking lots at Morgan Sports Complex. The spec sheets and photometric design that follow this response outline PSG's design for the project.

PSG's project team consists of Wes Livingston and Scott Engberg for sales/customer support and Kevin Williams and Andy Clark for installation. Wes and Scott have a combined 30+ years of experience in lighting and construction and will be the City of Destin's Cs point of contacts for any questions during the RFP process and for post installation support. Kevin, Andy and their installation teams have completed hundreds of similar installations and have over 40 years of experience in leading teams for electrical projects. The City of Destin project will be supported out of PSG's office in Macon, GA (4301 Mead Rd) where PSG's accounting, warehouse and back house teams are located.

- Below are references for similar scope that PSG has completed in the past 12 months
  - City of Peachtree City, GA
    - Meade Field, Peachtree City, GA
    - Installation of new LED lighting fixtures for softball fields at Meade Fields in Peachtree City, GA
    - September-October 2024
    - Harold Layton- hlayton@peachtree-city.org
  - Central Georgia Technical College
    - Warner Robins, GA
    - Installation of new poles and LED light fixtures for football field at Central Georgia Technical College's Warner Robins Campus
    - Installation included new service to the field and wiring/gear required for power
    - August-September 2024
    - Travarious Strother- tstrother@flintemc.com
  - Madison County Charter Schools
    - Madison County High School, Danielsville, GA
    - Installation of new LED light fixtures for football, baseball, and softball fields. Football field includes color changing light fixtures.
    - August 2024
    - Amanda Wommack- awommack@madison.k12.ga.us
  - Marist School
    - Atlanta, GA
    - Installation of new poles and LED light fixtures for soccer fields
    - February-March 2024
    - Derek Waugh- waughd@marist.com
  - Callaway Stadium, Troup County, GA
    - La Grange, GA
    - Installation of new poles and LED light fixtures for Callaway Stadium (football) in Troup County, GA. Removal of existing poles included as part of the project.
    - January-February 2024
    - Jay Anderson- janderson@troupcountyga.org

Luminaire Schedule						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 2 TV		27	0.950	Single	USR2800GXX70N21GCITV	770
NEMA 3 TV		185	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		72	0.950	Single	USR2800GXX70N41GCITV	770

Calculation Summary									
Project: Baseball									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
BB Field 1 - Infield	Illuminance	Fc	50.9	66	34	1.5	1.9	30' x 30'	25
BB Field 1 - Outfield	Illuminance	Fc	30.7	42	17	1.8	2.5	30' x 30'	68
BB Field 2 - Infield	Illuminance	Fc	51.4	67	42	1.2	1.6	30' x 30'	25
BB Field 2 - Outfield	Illuminance	Fc	32.3	43	17	1.9	2.5	30' x 30'	65
BB Field 3 - Infield	Illuminance	Fc	52.6	68	42	1.3	1.6	30' x 30'	25
BB Field 3 - Outfield	Illuminance	Fc	32.3	43	17	1.9	2.5	30' x 30'	65
BB Field 4 - Infield	Illuminance	Fc	51.5	67	40	1.3	1.7	30' x 30'	25
BB Field 4 - Outfield	Illuminance	Fc	31.6	42	18	1.8	2.3	30' x 30'	67

Calculation Summary									
Project: Softball									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
SB Field 1 - Infield	Illuminance	Fc	51.6	63	35	1.5	1.8	20' x 20'	25
SB Field 1 - Outfield	Illuminance	Fc	32.8	44	18	1.8	2.4	20' x 20'	72
SB Field 2 - Infield	Illuminance	Fc	52.3	63	40	1.3	1.6	20' x 20'	25
SB Field 2 - Outfield	Illuminance	Fc	32.0	43	17	1.9	2.5	20' x 20'	73

Calculation Summary									
Project: Soccer									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
Soccer Field 1	Illuminance	Fc	34.3	45	23	1.5	2.0	30' x 30'	70
Soccer Field 2	Illuminance	Fc	35.2	47	24	1.5	2.0	30' x 30'	60
Soccer Field 3	Illuminance	Fc	34.8	44	22	1.6	2.0	30' x 30'	60

Scenario/Channel Summary			
Scenario: CHM Lighting			
Channel	**M.H.**	**# Lums**	**Total kW**
A01	60'	5/5	7.70 kW
A02	60'	5/5	7.70 kW
A03	60'	5/5	7.70 kW
A04	60'	5/5	7.70 kW
A05	60'	5	3.85 kW
A06	60'	5	3.85 kW
A07	60'	5	3.85 kW
A08	60'	5	3.85 kW
B01	70'	10/10	15.40 kW

Scenario/Channel Summary			
Scenario: CHM Lighting			
Channel	**M.H.**	**# Lums**	**Total kW**
B02	70'	10/10	15.40 kW
B03	70'	10/10	15.40 kW
B04	70'	10/10	15.40 kW
B05	60'	6	4.62 kW
B06	60'	6	4.62 kW
B07	60'	6	4.62 kW
B08	60'	6	4.62 kW
C01	50'	4	3.08 kW
C02	50'	6	4.62 kW

Scenario/Channel Summary			
Scenario: CHM Lighting			
Channel	**M.H.**	**# Lums**	**Total kW**
C03	60'	5	3.85 kW
C04	60'	5	3.85 kW
C05	60'	5	3.85 kW
C06	60'	5	3.85 kW
C07	60'	5	3.85 kW
C08	60'	5	3.85 kW
S01	70'	7	5.39 kW
S02	70'	7	5.39 kW
S03	60'	7	5.39 kW

Scenario/Channel Summary			
Scenario: CHM Lighting			
Channel	**M.H.**	**# Lums**	**Total kW**
S04	60'	7	5.39 kW
S05	60'	7	5.39 kW
S06	70'	7	5.39 kW
S07	70'	12	9.24 kW
S08	70'	12	9.24 kW
S09	70'	7	5.39 kW
S10	70'	7	5.39 kW

CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

Comments

#	Date

Revisions

Drawn By: UA
Checked By:
Date:11/4/2024
Scale:

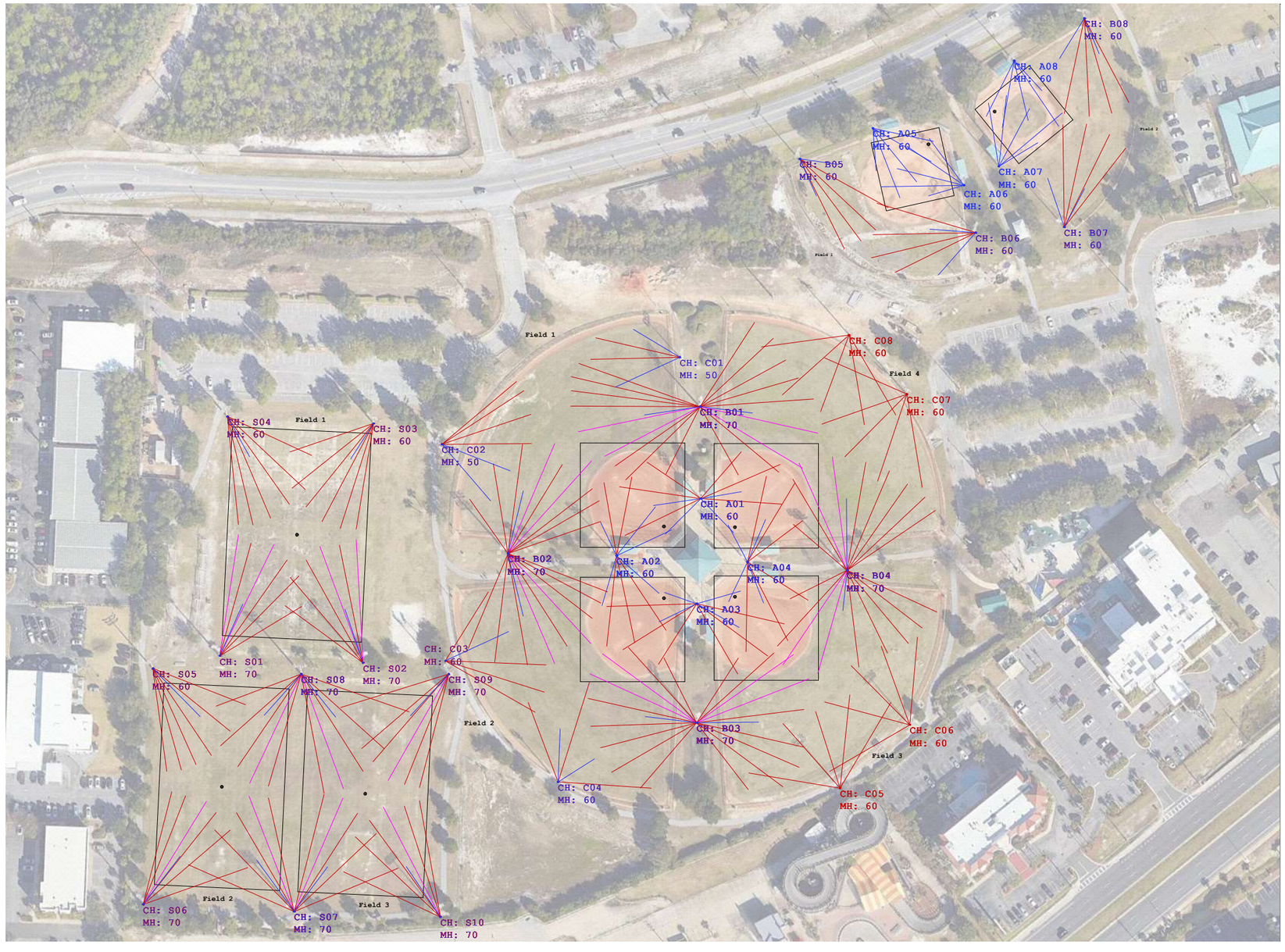
Morgans Sports Complex

CA4705-424

Luminaire Schedule						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 2 TV		27	0.950	Single	USR2800GXX70N21GCITV	770
NEMA 3 TV		185	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		72	0.950	Single	USR2800GXX70N41GCITV	770

Scenario/Channel Summary			
Scenario: CHM Lighting			
Channel	**M.H.**	**# Lums**	**Total kW**
A01	60'	5/5	7.70 kW
A02	60'	5/5	7.70 kW
A03	60'	5/5	7.70 kW
A04	60'	5/5	7.70 kW
A05	60'	5	3.85 kW
A06	60'	5	3.85 kW
A07	60'	5	3.85 kW
A08	60'	5	3.85 kW
B01	70'	10/10	15.40 kW
B02	70'	10/10	15.40 kW
B03	70'	10/10	15.40 kW
B04	70'	10/10	15.40 kW
B05	60'	6	4.62 kW
B06	60'	6	4.62 kW
B07	60'	6	4.62 kW
B08	60'	6	4.62 kW
C01	50'	4	3.08 kW
C02	50'	6	4.62 kW
C03	60'	5	3.85 kW
C04	60'	5	3.85 kW
C05	60'	5	3.85 kW
C06	60'	5	3.85 kW
C07	60'	5	3.85 kW
C08	60'	5	3.85 kW
S01	70'	7	5.39 kW
S02	70'	7	5.39 kW
S03	60'	7	5.39 kW
S04	60'	7	5.39 kW
S05	60'	7	5.39 kW
S06	70'	7	5.39 kW
S07	70'	12	9.24 kW
S08	70'	12	9.24 kW
S09	70'	7	5.39 kW
S10	70'	7	5.39 kW

Note:
Poles A01-A04 and B01-B04 are back-to-back configuration.



Overview
Scale: 1 inch= 170 Ft.

CHM LIGHTING
CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

#	Date	Comments

Revisions

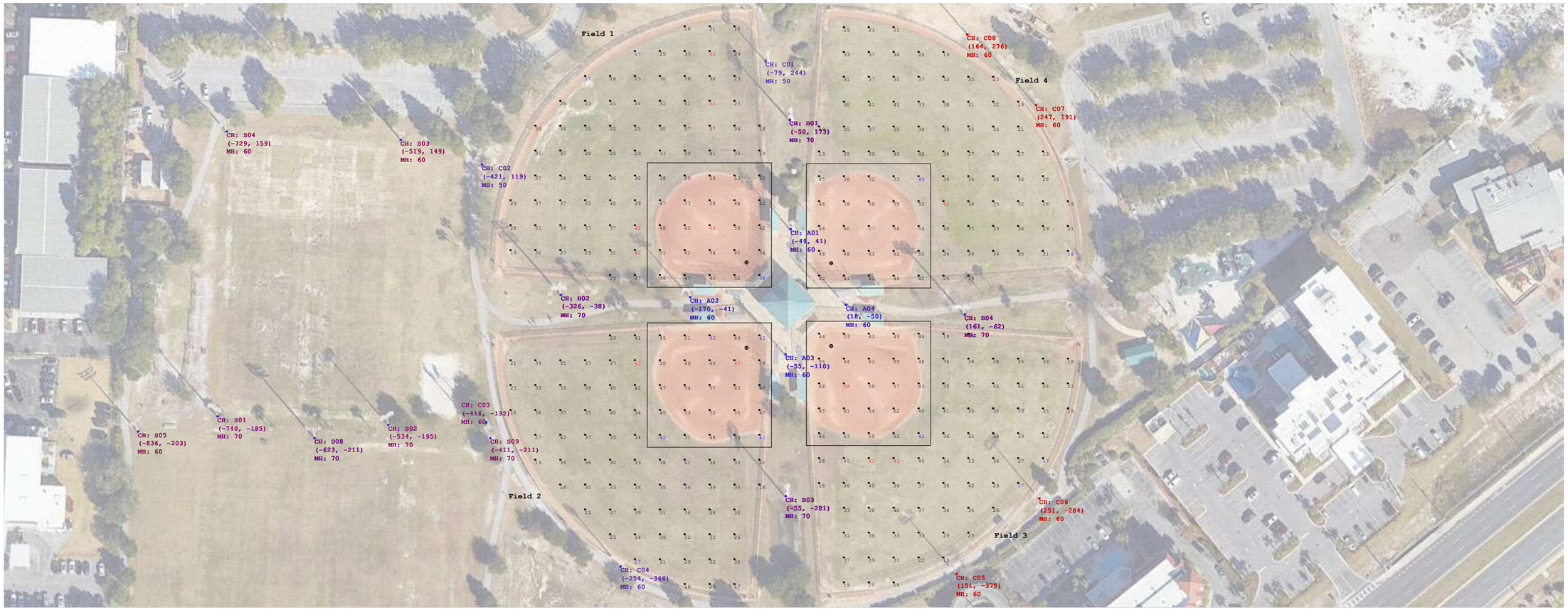
Drawn By: UA
Checked By:
Date:11/4/2024
Scale:

Morgans Sports Complex

CA4705-424

Luminaire Schedule						
Project: Baseball						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 2 TV		16	0.950	Single	USR2800GXX70N21GCITV	770
NEMA 3 TV		112	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		32	0.950	Single	USR2800GXX70N41GCITV	770

Calculation Summary									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
BB Field 1 - Infield	Illuminance	Fc	50.9	66	34	1.5	1.9	30' x 30'	25
BB Field 1 - Outfield	Illuminance	Fc	30.7	42	17	1.8	2.5	30' x 30'	68
BB Field 2 - Infield	Illuminance	Fc	51.4	67	42	1.2	1.6	30' x 30'	25
BB Field 2 - Outfield	Illuminance	Fc	32.3	43	17	1.9	2.5	30' x 30'	65
BB Field 3 - Infield	Illuminance	Fc	52.6	68	42	1.3	1.6	30' x 30'	25
BB Field 3 - Outfield	Illuminance	Fc	32.3	43	17	1.9	2.5	30' x 30'	65
BB Field 4 - Infield	Illuminance	Fc	51.5	67	40	1.3	1.7	30' x 30'	25
BB Field 4 - Outfield	Illuminance	Fc	31.6	42	18	1.8	2.3	30' x 30'	67



Baseball Fields 1-4
Scale: 1 inch= 130 Ft.

CHM LIGHTING
CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

#	Date	Comments

Revisions

Drawn By: UA
Checked By:
Date:11/4/2024
Scale:

Morgans Sports Complex

CA4705-424

Luminaire Schedule						
Project: Baseball						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 2 TV		16	0.950	Single	USR2800GXX70N21GCITV	770
NEMA 3 TV		112	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		32	0.950	Single	USR2800GXX70N41GCITV	770

Calculation Summary									
Project: Spill Light									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
Airport Rd - Horizonta Fc	Illuminance	Fc	0.1	0.2	0.0	N.A.	N.A.	30'	31
Hwy 98 - Horizontal Fc	Illuminance	Fc	0.0	0.1	0.0	N.A.	N.A.	30'	103
Indian Bayou Trial - Horizonta Fc	Illuminance	Fc	0.0	0.0	0.0	N.A.	N.A.	30'	75



BB Spill Light - Vertical Fc
Scale: 1 inch= 400 Ft.

CHM LIGHTING
CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

#	Date	Comments

Revisions

Drawn By: UA
Checked By:
Date:11/7/2024
Scale:

Morgans Sports Complex

CA4705-424

Luminaire Schedule						
Project: Softball						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 3 TV		16	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		28	0.950	Single	USR2800GXX70N41GCITV	770

Calculation Summary									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
SB Field 1 - Infield	Illuminance	Fc	51.6	63	35	1.5	1.8	20' x 20'	25
SB Field 1 - Outfield	Illuminance	Fc	32.8	44	18	1.8	2.4	20' x 20'	72
SB Field 2 - Infield	Illuminance	Fc	52.3	63	40	1.3	1.6	20' x 20'	25
SB Field 2 - Outfield	Illuminance	Fc	32.0	43	17	1.9	2.5	20' x 20'	73



Softball Fields 1 and 2
Scale: 1 inch= 80 Ft.

CHM LIGHTING
CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

#	Date	Comments

Revisions

Drawn By: UA
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Date:11/4/2024
Scale:

Morgans Sports Complex

CA4705-424

Luminaire Schedule						
Project: Softball						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 3 TV		16	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		28	0.950	Single	USR2800GXX70N41GCITV	770

Calculation Summary									
Project: Spill Light									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
Airport Rd - Horizonta Fc	Illuminance	Fc	0.0	0.0	0.0	N.A.	N.A.	30'	31
Hwy 98 - Horizontal Fc	Illuminance	Fc	0.0	0.0	0.0	N.A.	N.A.	30'	103
Indian Bayou Trial - Horizonta Fc	Illuminance	Fc	0.0	0.0	0.0	N.A.	N.A.	30'	75



SB Spill Light - Vertical Fc
Scale: 1 inch= 400 Ft.

CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

#	Date	Comments

Revisions

Drawn By: UA
Checked By:
Date:11/7/2024
Scale:

Morgans Sports Complex

CA4705-424

Luminaire Schedule						
Project: Soccer						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 2 TV		11	0.950	Single	USR2800GXX70N21GCITV	770
NEMA 3 TV		57	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		12	0.950	Single	USR2800GXX70N41GCITV	770

Calculation Summary									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
Soccer Field 1	Illuminance	Fc	34.3	45	23	1.5	2.0	30' x 30'	70
Soccer Field 2	Illuminance	Fc	35.2	47	24	1.5	2.0	30' x 30'	60
Soccer Field 3	Illuminance	Fc	34.8	44	22	1.6	2.0	30' x 30'	60



Soccer Field 1-3
Scale: 1 inch= 120 Ft.

CHM LIGHTING
CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

#	Date	Comments

Revisions

Drawn By: UA
Checked By:
Date:11/4/2024
Scale:

Morgans Sports Complex

CA4705-424

Luminaire Schedule						
Project: Soccer						
Scenario: CHM Lighting						
Label	**Symbol**	**Qty**	**LLF**	**Arrangement**	**Description**	**Lum. Watts**
NEMA 2 TV		11	0.950	Single	USR2800GXX70N21GCITV	770
NEMA 3 TV		57	0.950	Single	USR2800GXX70N31GCITV	770
NEMA 4 TV		12	0.950	Single	USR2800GXX70N41GCITV	770

Calculation Summary									
Project: Spill Light									
Scenario: CHM Lighting									
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**	**Grid Spacing**	**# Pts**
Airport Rd - Horizonta Fc	Illuminance	Fc	0.1	0.2	0.0	N.A.	N.A.	30'	31
Hwy 98 - Horizontal Fc	Illuminance	Fc	0.0	0.0	0.0	N.A.	N.A.	30'	103
Indian Bayou Trial - Horizonta Fc	Illuminance	Fc	0.0	0.0	0.0	N.A.	N.A.	30'	75



SC Spill Light - Vertical Fc
Scale: 1 inch= 400 Ft.

CHM LIGHTING / 700 E. McLEROY BLVD / SAGINAW, TX 76179

#	Date	Comments

Revisions

Drawn By: UA
Checked By:
Date:11/7/2024
Scale:

Morgans Sports Complex

CA4705-424

Customer: Date: Type:

Project:

USR2

FEATURES

SECOND GENERATION GLARE CONTROL FLOOD.

The USR2 luminaire provides replacement of up to 2000W HID in a form factor that is smaller and lighter allowing safe and easy retrofit of existing systems. With standard diode level internal glare control, the USR2 provides a vast reduction in on and off field glare that is not available in any other product. Available in 800W, the USR2 is an extremely versatile sports lighter ideal for arenas, sporting complexes and professional stadiums.



- Industry Leading, Diode Level Glare Control
- Dim to Off Technology
- Standard DALI-2 D4i Drivers
- Available 0-10V Dimming
- Controls Ready 24V Auxiliary
- Integral and Remote Driver Operation
- Standard Stainless-Steel Aiming Device
- Designed and Manufactured in Texas, USA

ORDERING GUIDE

PRODUCT	OUTPUT	FINISH	CCT/CRI	OPTIC	INPUT VOLTAGE	DRIVER	GLARE CONTROL	DIMMING
USR2	800						GC	
USR2 2ND GEN USR	**800** 777W	**Standard Configuration** **GY** GREY	**5070** 5000K 70CRI	**N2** NEMA 2 **N3** NEMA 3 **N4** NEMA 4	**A** 120V - 240V **B** 277V - 480V	**I** INTEGRAL **R**[2] REMOTE	**GC** GLARE CONTROL	**D4i** DALI-2 D4i **DTO** 0-10V
		Custom Configuration* **DB** DARK BRONZE **CC** CUSTOM	**3070** 3000K 70CRI **4070** 4000K 70CRI **5080** 5000K 80CRI **5770** 5700K 70CRI					

RECEPTACLE	CONTROL	FUSING	PRE-WIRE	TUNING
BLANK NONE **7P**[1] 7 PIN	**Standard Configuration** **BLANK** NONE **WIL** WiLUME WIRELESS CONTROLS **Custom Configuration*** **DMX** DMX MODULE	**BLANK** NONE **F1** 1 HOT LEG FUSE **F2** 2 HOT LEG FUSE	**BLANK** NONE **3T3P** 3' TAIL OF 16/3 CABLE WITH 3-PIN PLUG **3T5P** 3' TAIL OF 16/5 CABLE WITH 5-PIN PLUG **6T3X** 6' TAIL OF 16/3 CABLE **6T5X** 6' TAIL OF 16/5 CABLE	**BLANK** NONE **FT**[3] FTXXXX

1. Selection requires one of the following accessories: 36021, 36022, 36023, 36001, 36004
2. Remote Driver option requires separate driver enclosure to be ordered separate from luminare. Input voltage and phasing to be specified on RDE.
3. FT option allows factory reduction in drive current to meet project specific need. Contact factory for more details

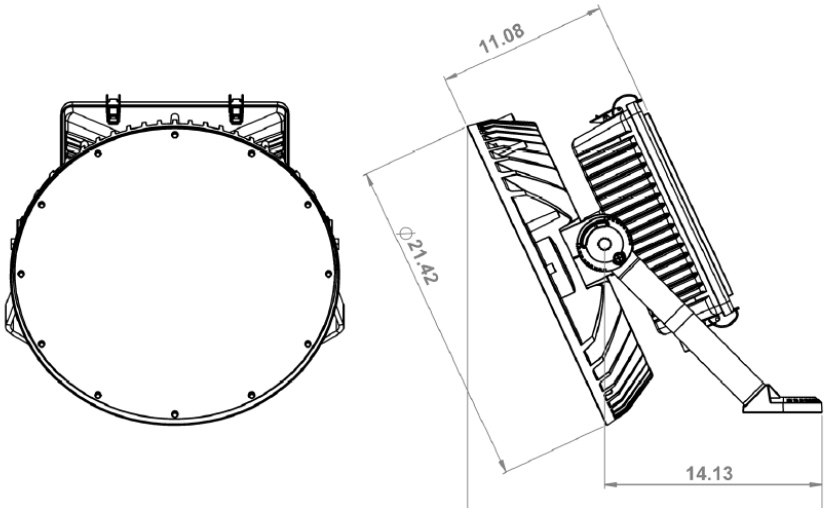
**Additional costs and lead times may apply. Contact factory for more information*

ACCESSORIES

19013 6' SS SAFETY CABLE
24151 USR2 ANODIZED TOP VISOR
36021 120-277V PHOTOCELL
36022 347V PHOTOCELL
36023 480V PHOTOCELL
36001 120-480V WILUME TWIST-LOCK CONTROLLER
36004 120-480V SHORTING CAP
81098 GALVANIZED SLIP FITTER FOR 2" PIPE

SPECIFICATIONS AND DETAILS ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION.
CONTACT CHM LIGHTING FOR UP TO DATE DETAILS. CHM LIGHTING IS A DIVISION OF CHM INDUSTRIES, INC.

DIMENSIONS



SPECIFICATIONS

GENERAL DESCRIPTION
The complete luminaire is ETL/cETL Listed in conformance to standards ANSI/UL1598 and CSA22.2 No. 250.0 with an ambient temperature rating of -40°C to 40°C and is suitable for wet locations. The complete assembly is designed to fit within the same packaging dimensions and weigh less than previous HID technology permitting safe, easy and straightforward retrofit of existing installations. All critical components are easily replaced with commercially available, off-the-shelf components within the tool-less entry driver housing including the driver, surge protective device (SPD) and control units. Thermal management of the LED, drivers and internal components is passive in design and does not utilize any active methods of cooling. Providing high beam efficiency and available peak candela greater than 900,000, the USR2 is ideal for sporting venues, aprons and general outdoor lighting applications. Every USR2 comes standard with a stainless-steel aiming device for easy target aiming in the field and a high visibility label on the glass that indicates the photometric distribution of the luminaire that is visible from the playing surface. The USR2 is available pre-wired and pre-aimed as part of a complete sports lighting system from CHM Sports.

HOUSING
The complete housing assembly is precision, heavy duty diecast aluminum with a rugged power coat finish that has a salt spray rating of 2,500 hours per ASTM B117. The driver housing cover utilizes (4) stainless steel draw latches to secure the cover to the driver housing which permits tool-less entry even while wearing work gloves. The integral driver housing cover includes a stainless-steel leash that attaches the cover to the driver housing such that the cover cannot be lost, damaged or dropped during service. Each driver is secured to the housing using a sliding, aluminum driver clip which permit replacement of the driver without having to remove any fasteners thereby eliminating the risk of dropping hardware during service. The remote specification unit includes a gasketed and powder coated wiring junction box that provide simple access to the wiring compartment without having to open the LED housing.

ELECTRICAL SYSTEM
In integral specification, the unit includes (4) premium, Class P drivers each powering a dedicated LED module which provides redundancy to the luminaire wherein a driver failure will only extinguish one quarter of the luminaire. Each driver includes integral transient surge protection in accordance with IEEE C62.41 6kV/6kV. The LED drivers have a minimum power factor of 0.95 with a Total Harmonic Distortion no greater than 20%. The drivers come standard with DALI-2 D4i Dimming, dim-to-off technology and 24V auxiliary output that can be used to power secondary sensors or controls installed in the future or at the factory. All drivers utilized by the USR2 are constant current in design where the output current to the LED is precisely controlled for predictable and accurate light output while the output voltage is automatically adjusted to compensate for operating temperature of the diode and driver-to-LED distance in remote applications. Each unit also includes a secondary surge protection device (SPD) that is fully potted, IP66 rated and UL1449 Listed. The SPD provides a maximum discharge current of 20kA and meets ANSI c82.77-5-2015: High C, ANSI C136.2-2015: Extreme Level and IEEE C62.41.2 Location C High. In remote specification, the unit is provided with a factory wired, diecast aluminum housing with pre-wired and labeled landing terminals for DC input from a CHM Remote Driver Enclosure (RDE).

LED ASSEMBLY
Each LED is provided with a precision cast, TIR optic. Standard internal glare control optic holders block unwanted glare in all viewing angles to improve comfort for players and spectators. The glare control is provided in a flat black finish to absorb, rather than reflect, spill light thereby eliminating secondary glare. The LED array is comprised of (4) metal core printed circuits boards (MCPCBs) that provide redundancy to the overall system such that failure of one PCB will not extinguish the other PCBs in the system. The USR2 uses high performance graphite thermal interface material (TIM) that provides high thermal conductivity while allowing for easy field replacement without having to clean or scrape the heat sink. Wiring connection to the PCB is via a poke-in connector that allows easy removal and replacement of the LED modules without the need to solder or splice. The entire LED housing is enclosed with an anti-reflective coated, 4mm thick high-performance glass utilizing silicon gasket-on-glass technology. This allows straight forward removal of the glass in the field and easy replacement of the lens. The LED housing includes (2) IP68 rated breather vents that allow the pressure inside the LED housing to stabilize during normal heating-cooling cycles. This technology extends the life of the gaskets utilized in the system and thereby extends the life of the unit. Utilizing (2) breathers allows for proper circulation of air throughout the system but prohibits ingress of water or particles into the assembly. The breather vents are installed under the trunnion mount casting and are completely shielded from UV exposure, rain and sprayed water. The entire assembly is IP67 rated. The LED utilized is a high power, ceramic base LED which is suitable for outdoor, harsh environments. All stated CRI values for the USR2 are listed as minimums. The typical CRI, in most instances, will be 2 to 5 points higher than the published minimum. To ensure long life, minimal lumen depreciation, high efficacy and cooler operating temperatures the 800W unit utilizes a LED drive current of 700mA, the 600W unit operates at 550mA.

WARRANTY
The entire product is covered by a minimum five (5) year limited fixture warranty. Supplementary warranty coverage is provided when supplied as part of a complete lighting solution from CHM. Longer term warranties are available, contact CHM Lighting for additional details.

USR2
SECOND GENERATION GLARE CONTROL FLOOD

SUPPLEMENTARY

STRUCTURAL LOADING		
DRIVER TYPE	WEIGHT	EPA
INTEGRAL	60	3.0
REMOTE	40	3.0

ELECTRICAL LOADING							
OUTPUT	LINE WATTS	120V AMPS	208V AMPS	240V AMPS	277V AMPS	347V AMPS	480V AMPS
800	777	6.5	3.7	3.2	2.8	2.2	1.6

PERFORMANCE TABLE							
DISTRIBUTION	WATTAGE	CRI	CCT	LUMENS	LPW	BEAM ANGLE	FIELD ANGLE
N2	800	70	3000K	88,260	114	14.9	29.6
		70	4000K-5700K	100,616	129		
		80	5700K	90,555	117		
N3	800	70	3000K	87,058	112	21.4	41.6
		70	4000K-5700K	99,246	128		
		80	5700K	89,322	115		
N4	800	70	3000K	83,549	108	33.3	61.7
		70	4000K-5700K	95,273	123		
		80	5700K	85,721	110		

Contact CHM for lumen output of CCT/CRI combinations not shown on the above table.

LUMEN MAINTENANCE FACTORS				
@ 25,000 HRS	@ 50,000 HRS	@ 100,000 HRS	L70 @ 25C (CALCULATED)	L70 @ 25C (REPORTED)
0.98	0.96	0.94	575,000	>84,000

RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: PSG Energy Services, LLC Partnership ☐

Address: 4301 Mead Rd Individual ☐

City, State, Zip: Macon, GA 31206 Other ☒

Telephone No.: 404-369-7002

Email: wlivingston@psg-energy-services.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   PSG Energy Services, LLC

   The address of the principal place of business is:

   4301 Mead Rd, Macon, GA 31206

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

PSG is an LLC with two principals, Teak Shore and Joshua Hughes.

The address of our business is 4301 Mead Rd, Macon, GA.

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

Our organization has been in business since 2015 and we've been under our present name since 2021.

Under what other former names has your organization operated?

Pronghorn Solutions Group.

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No.

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Please see insert sheet with our organizational experience.

10. State the name of the individual who will have personal supervision of the work:

Andy Clark.

11. State the name and address of attorney, if any, for the business of the responsive bidder:

n/a

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Joshua Hughes and Teak Shore are PSG's principal owners.

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

n/a

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	10
	Total Work (a +b):	10

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
First American Bank	300 College Ave, Athens, GA 30601	706-354-5026

16. What will be your turnaround time for written responses to City inquires?

24 hours

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None.

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None.

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No.

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Wes Livingston

(Title) Director- Public Sector

Subscribed and sworn to before me

This 22 day of November, 20 24

Notary Public (Signature)

My Commission Expires: 5/18/27

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
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 RFB 24-14-REC

2. This sworn statement is submitted by PSG Energy Services whose business address is 4301 Mead Rd, Macon, GA 31206

and (if applicable) Federal Employer Identification Number (FEIN) is 87-4430701 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Wes Livingston and my relationship to the entity named above is Director- Public Sector

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)

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

x 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)

x 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)

x 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.)

Wes Livingston Date: 11/22/2024

(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 22 day of November, 2024 and is personally known to me, or has provided as identification.

Notary Public

My Commission expires: 5/18/27

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 3
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: PSG Energy Services, LLC

ADDRESS: 4301 Mead Rd

CITY: Macon STATE: GA ZIP CODE: 31206

TELEPHONE NUMBER: 404-369-7002

SIGNATURE: Wes Livingston DATE: 11/22/2024

NAME (TYPED OR PRINTED): Wes Livingston

TITLE: Director- Public Sector

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as PSG Energy Services, LLC Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 26th day of November, 2024

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and. if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder. provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety. and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

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

Principal (Print Full Name):	Surety (Print Full Name):
PSG Energy Services, LLC	FCCI Insurance Company
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: Tameka B. Black
	Signature (attach power of attorney)
Title: _____	Title: Attorney-in-fact
Attest: _____	Attest: Tina M. Marsh, Attorney-in-fact
Signature and Title	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Douglas L. Rieder; Brian M. Perry; Debra Johnson; Margaret S. Meyers; Charles W. Seiler; F. Anderson Philips; Sonia Bowers; Michael J. Brown; W. Wesley Hamilton; Tina M. Marsh; Tameka B. Black

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of November, 2024

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Wes Livingston (insert name) as Director- Public Sector (insert title) on behalf of PSG Energy Services (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. PSG Energy Services (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, PSG Energy Services (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Wes Livingston
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF Georgia
COUNTY OF Monroe

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this 22 day of November, 2024.

Notary Public

(Notary Seal)

RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

PSG Energy Services
Bidder's Company Name

Wes Livingston
Authorized Signature

Wes Livingston
Authorized Signatory (Print Name)

4301 Mead Rd, Macon, GA 31206
Address

Director- Public Sector
Title

404-369-7002
Phone #

Fax #

87-4430701
Federal ID # or SS #

RFP NO. 24-14-REC
EXHIBITS A-B

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING

PART I Bid submitted by:

Company: PSG Energy Services

Address: 4301 Mead Rd

City & State: Macon, GA Zip Code: 31206

Telephone: ( ) 404-369-7002 E-mail: wlivingston@psg-energy-services.com Fax: ( )

Number of Years in Business: 7 Contact Name Wes Livingston

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	$
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	$
Replacement/retrofit of lighting for two (2) parking lot areas	$
10 year Warranty Service	$

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Wes Livingston, Director of Public Sector
(Print or Type)

Signature: Wes Livingston

Date of Bid: 11/22/2024

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2024

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

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

PRODUCER
Sterling Seacrest Pritchard, Inc.
2500 Cumberland Pkwy
Suite 400
Atlanta GA 30339

CONTACT NAME: Marie Bearden
PHONE (A/C, No, Ext): (404) 602-5670 **FAX (A/C, No):** (404) 602-5661
E-MAIL ADDRESS: mbearden@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Co	25623
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Travelers Indemnity Co of America	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SOUTLIG-01
PSG Energy Services LLC
800 Battery Avenue SE
Suite 410
Atlanta GA 30339

COVERAGES **CERTIFICATE NUMBER:** 596044027 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC X OTHER: Per Project Form			6301Y952494	8/21/2024	8/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CG D3 21 01 04	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 20,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA1Y954715	8/21/2024	8/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP1Y956954	8/21/2024	8/21/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB1Y95532A	8/21/2024	8/21/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Forms: CG D4 58 02 19 XTEND Endorsement for Manufactures and Wholesalers; CG D2 46 04 19 Blanket Additional Insured (Includes Products-Completed Operations If Required by Contract); CG T1 00 02 19 Commercial General Liability Coverage Form (page 16); CG D3 21 01 04 Total General Aggregate Limit Designated Project(s) - General Aggregate Limit; CA T3 53 02 15 Business Auto Extension Endorsement; CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with your Insurance; EU 00 01 07 16 Excess Follow-Form and Umbrella Liability Insurance (pages 14-16); WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement; WC 99 03 76 Waiver of Our Right to Recover from Others Endorsement - California (Blanket Waiver; WC 99 03 J9 Kansas Waiver of Our Right to Recover from Others Endorsement; WC 42 03 04 Texas Waiver of Our Right to Recover from Others Endorsement; WC 99 06 R3 Notice of Cancellation to Designated Persons or Organizations; IL T4 05 05 19 Designated Person or Organization - Notice of Cancellation Provided by Us
RFB NO. 24-14-REC - DESTIN MORGAN SPORTS CENTER LIGHTING

CERTIFICATE HOLDER

City of Destin, Florida
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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

ZAMZOW, GAREY WAYNE

PSG ENERGY SERVICES, LLC
4301 MEAD ROAD
MACON GA 31206

LICENSE NUMBER: EC13014097

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/09/2024

Do not alter this document in any form.

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

ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 24-14-REC
DESTIN MORGAN SPORTS COMPLEX
LIGHTING

November 21, 2024

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Additions:

1. Location of Osprey platforms. Attached.

Clarifications:

1. Lightning rod: grounding- Is this a requirement for the parking lots, too?
   If required by the lightning manufacturer

2. Is there a preferred Eagle nesting platform?
   No

3. RFP note: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
4. Question: Regarding access control; please provide additional details- is this for each site: fields and parking lots?
   Only for the laydown area as needed by the winning bidder.

5. What date can respondents expect to get answers?
   Questions and answers will be provided through an addendum, to plan holders.

6. Will questions and answers be emailed to all respondents?
   Questions and answers will be provided through an addendum, to plan holders.

7. Orion requests a (1) week extension since proposal is to be mailed, received by 11/26 - there is limited time to get answers and then to go back out for material quotes, if needed.
   The bid opening date remains as Thursday, November 26, 2024, at 2 pm.

8. Did the city decide to put eagle nest platforms on all poles or just a few?
   Yes, there are three proposed. Please see attached map.

9. Do you require new wires underground to the poles?
   No, we do not.

10. Who would handle the removal of the existing bird nest(s)?
    The City will remove the remaining nests.

11. Who is responsible for repairs of any fencing, fields, or pavements that could be damaged during installation?
    The winning bidder would be responsible.

12. Do you want the light head for light head installation on the parking lot lights?
    Presuming the "light head" is the hardware connecting the pole with the light fixture, yes.

13. Does each pole require the platforms for the Osprey nests or are there specified poles?
    No. Only three are proposed to have platforms. Please see map for marked locations.

14. The RFB does not specify the location of the drivers for the lighting system. Most manufacturers can provide a remote driver system typically mounted at a height accessible by a ladder for ease of maintenance. Are remote drivers required or preferred?
    Approximately 10' on pole, remote drivers are required.

15. To prevent damage to the sensitive electronic components in modern LED systems, it is common industry standard to require new grounding systems on retrofits of existing poles. What are the grounding requirements for the new LED system?
    As required per lighting manufacturer's specs.

16. The maximum ground resistance per NFPA code is 25 ohms. If new grounding systems are not required, what are the testing requirements for the existing pole grounding? Who is responsible for testing and verifying grounding meets code?
    The winning bidder will be responsible for testing/verifying grounding meets code.

17. The RFB specifies a horizontal footcandle value no more than 0.2 fcs at the property line. Glare is measured in candela. Candela values from LED luminaires can vary greatly from manufacture to manufacture. How will glare be evaluated? What are the candela or glare requirements or values for the new LED system? Will there be candela value requirements at the complex property line?
    Glare impact scans shall be provided from the field edge on a map of the surrounding area and shall be submitted showing the maximum candela until less than 10,000 candela is met.

18. Which poles get osprey platforms? What are the structural requirements for the platforms and will engineered drawings be required?
    See the attached sketch. Yes, platforms must meet the wind code.

The bid opening date remains as Tuesday, November 26, 2024, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Wes Livingston

Print Name

Wes Livingston

Signature

11/22/2024

Date

City of Destin

PROJECT: RFP 24-14-REC Field Lighting Scoresheet Summary

SCORE TABLULATION SUMMARY SHEET

	Techline	EAG-LED	M. Gay	Qualite	Premier	Orion	PSG
Joe Bodi	85	50	80	55	70	35	
Steve O'Connor	75	30	75	50	50	40	
Lisa Firth	90	35	90	55	45	30	
Jeff Cozadd	80	48	72	60	45	40	
Total Score (Max 400 Pts)	330	163	317	220	210	145	0

ITEM # 2024-904

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director
Michael Burgess, Public Works Director

DATE: 12/6/24

SUBJECT: RFB 24-04-PW ROW and Grounds Maintenance, authorization to enter into a contract

I. BACKGROUND: The FY25 City Budget allocated funds for the maintenance of city right-of-ways and grounds. RFB 24-04-PW Right-of-Way and Grounds Maintenance Project was advertised on October 1, 2024.

II. DISCUSSION: RFB 24-04-PW was opened November 7 , 2024. Six bids were received from the following companies:

ZIIC Outdoors	$631,700
Bays Lawn & Landscaping	$462,000
Progreen Lawn	$405,926.23
Ozzie Lawn Care	$ incomplete
Gulf Coast Env.	**$304,694**
Rotolo	$451,774.52

The Bid Committee met on December 5th, 2024 to evaluate the bids. The bid committee determined the Ozzie Lawn Care bid was non-responsive because they did not provide both price sheets. The other bids were discussed in detail. The Committee agreed that the low bid from Gulf Coast Environmental Contractors was both responsive and responsible.

The bid committee voted unanimously to recommend Gulf Coast Environmental Contractors to City Council for their consideration and approval.

The RFB, Bid submittals, Committee Results, and Contract are included as attachments in this

item.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): General Median Maintenance was budgeted for FY 2025 in roadway median maintenance accounts aligning with the districts (Harbor CRA, Town Center CRA, and General fund Transportation/median maintenance for the remainder). The proposal includes other properties that are currently landscaped by Parks staff. A budget transfer will be required to properly account in accordance with Florida State accounting standards. Staff recommend distributing the landscaping (maintenance) estimates from FY2025 median maintenance budgets for proper accounting. Below is the effect on budget with no budget transfer, if GCE is chosen. As mentioned above, there will be a month of cost savings for zones 1 and 2 that are also not reflected below.

			Jan - Dec 2025				
PO Line#		Unit Price	qty	unit	Net Price	ORG	ORG
	MEDIAN MAINTENANCE						
1	Harbor Blvd (Marler Bridge to Airport Rd)	$ 2,108.81	12	MO	$ 25,305.75	10255231	Towr
1	Harbor Blvd (Marler Bridge to Airport Rd)	$ 2,108.81	12	MO	$ 25,305.75	11055235	Harb
2	US 98 (Airport Rd to Matthew Blvd)	$ 3,141.75	12	MO	$ 37,701.00	0154183	Gen I
3	US 98 (Matthew Blvd to Kel-Wen)	$ 1,326.54	12	MO	$ 15,918.50	0154183	Gen I
4	US 98 (Kel-Wen Circle to Walton County)	$ 1,694.96	12	MO	$ 20,339.50	0154183	Gen I
5	Mountain Dr	$ 679.79	12	MO	$ 8,157.50	11055235	Harb
6	Main Street	$ 573.92	12	MO	$ 6,887.00	10255231	Towr
7	Legion Dr	$ 231.08	12	MO	$ 2,773.00	10255231	Towr
8	Airport Road	$ 1,349.08	12	MO	$ 16,189.00	10255231	Towr
9	Scenic 98 (Matthew Blvd to Walton Count	$ 1,172.63	12	MO	$ 14,071.50	0154183	Gen I
	OTHER PROPERTY LANDSCAPING						
10	Commons Drive	$ 1,542.00	12	MO	$ 18,504.00	0154183	Gen I
11	Mattie Kelly Arts Property	$ 1,138.38	12	MO	$ 13,660.50	0157283	Parks
12	City Hall, Annex, Destin Fishing Museum	$ 1,925.40	12	MO	$ 23,104.75	0151324	Gen I
13	Destin Cemetery	$ 3,925.88	12	MO	$ 47,110.50	0153950	Ceme
14	Destin Public Library	$ 604.81	12	MO	$ 7,257.75	0157180	Libra
15	Marler St Parking Lot	$ 260.46	12	MO	$ 3,125.50	12254500	Parki
16	Second Application of Pine Straw	$ 19,282.50	1	YR	$ 19,282.50	0154183	Gen I
		$ 43,066.79			$ 304,694.00		

	0154183-546001 GF Medians-Maintenance	10254183-546001 TC CRA Median-Maintenance	11054183-546001 Harbor CRA Median-Maintenance	0151324-546000 GF Facilities-Maintenance	0153950-546000 Cemetery - Maintenance	0157180-546000 Library - Maintenance	0157283-546000 Parks - Maintenance	12254 5460 Parki Mainte
FY 25 Adopted Budget*	$ 331,360	$ 80,724	$ 32,290	$ -				
Budget Transfers	-	-	-	-	-	-	-	
Revised Budget	331,360	80,724	32,290	-	-	-	-	
Previous Expenses/Encumbrances	(16,420)	-	-	-	-	-	-	
Available Program Budget	314,940	80,724	32,290	-	-	-	-	
This Agreement +(-)	(125,817)	(51,155)	(33,463)	(23,105)	(47,111)	(7,258)	(13,661)	
FY 25 Remaining Program Budget	$ 189,123	$ 29,569	$ (1,173)	$ (23,105)	$ (47,111)	$ (7,258)	$ (13,661)	$

We will engage GCEC in all zones on January 1 except for Zone 1 (their work will start Feb 1 2025), and zones 2 thru 4 (still under the FDOT establishment period for about another year and a half).

C. Level of Service (LOS): Maintenance of Medians and road shoulders along sections of US98 and several collector class roadways and City-maintained properties.

D. Legislative Sponsor:

III. CONCLUSION: Gulf Coast Environmental was deemed both responsive and responsible by the Bid Committee and also submitted the lowest bid.

IV. RECOMMENDED MOTION: I move that the City Council accept the bid from Gulf Coast Environmental Contractors for RFB 24-04-PW and authorize the City Manager to enter into a contract for calendar year 2025.

Attachments:

1. RFB 24-04-PW ROW & Grnds Maint. Rebid 10-2-24
2. Median & Grounds Maint bid results
3. GCE Contractors Inc. City of Destin RFB 24 04 PW November 2024
4. 2024 1216 Budget Impact Median Maint and Landscaping
5. Bay Enterprises of NWFL, Inc. (only 1 copy no digital)
6. Progreen bid
7. Rotolo bid - RFB 24-04-PW Rebid (Final)
8. Ozzie Land Care, LLC - Incomplete
9. ZIIC OUTDOORS Bid Submittal
10. ROW and Grounds Maintenance Contract Jan1 thru Dec31 2025 final

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 24-04-PW

MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

City of Destin, Florida
October 1, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: _____

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. **Completed bid form (Exhibit A)**
2. **Statement of Qualifications, Experience & Availability (narrative)**
3. **Proof of required Workman's Compensation Insurance documents**
4. **Completed W-9** [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
5. **Bid Packet initialed on ALL pages.**
6. **Proof of adequate liability insurance**
7. **Copy of State license (if required for job)**
8. **Copy of City license (if business office is located in Destin)**
9. **Completed Public Entity Crimes Form (Exhibit B)**
10. **Completed Drug Free Form (Exhibit C)**
11. **Addenda (if applicable)**
12. **Three References - Minimum**
13. **Other documents as requested in bid package**

Initials of Bidder: _____

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals, not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way and grounds maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids 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 **"RFB No. 24-04-PW, MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder**, no later than 2:00 p.m. CT, on Thursday November 7, 2024, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

I. **PURPOSE**: The purpose of RFB No. 24-04-PW is to secure sealed Bids for providing right of way and grounds maintenance services for city-owned/controlled properties.

II. **SCOPE OF WORK**: The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.

III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

A. Completed Bid Form (Exhibit A)

B. Statements of Qualification, Experience and Availability (narrative)

C. Copies of required Insurance Documents

D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.

E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)

F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)

G. Other documents as required by this Bid Solicitation

H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above-listed mandatory information can result in the elimination of the Bid from consideration.

IV. INSTRUCTION TO RESPONDENTS

A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 7, 2024, no later than 2:00 P.M. (CT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (7) days prior

to the submittal deadline.

D. If any addendums are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.

F. ***Provide One (1) original, so designated, six (5) copies (for a total of seven (6) printed submissions)*** and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of October 1, 2024
Last Day for Questions to be Submitted	October 31, 2024
Due Date/Bid Opening	November 7, 2024
Tentative Date - Bid Committee Evaluation	November 14, 2024
Tentative Date - City Council Meeting	December 2, 2024
Tentative Date- Notice of Award	Week of December 2, 2024
Tentative Date -Execution of Contract	Week of December 9, 2024
Tentative Date- Notice to Proceed	Week of December 9, 2024
Tentative Day 1 of Contract	January 1, 2025

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a contractor with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must provide business licensure information and/or certificates.

Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements.** Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-04-PW may be directed to the individuals below:

For Technical Questions
Michael Burgess, Public Works Dir.
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-6869
mburgess@cityofdestin.com

OR

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of $1,000,000 combined single limit and Vehicle Liability Insurance in the amount of $500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the 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. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ Fax: ( ) _____

Number of Years in Business: _____ Email: _____

PART II *Bidding RFB No. 24-04-PW, Miscellaneous Right-of-Way Maintenance Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. TURF MAINTENANCE

A. LITTER REMOVAL

All areas to be maintained as part of this contract shall be policed for litter prior to mowing per the provided schedule in Exhibit A (Monday thru Friday, Saturdays are allowed if weather prevents Monday-Friday service). In addition, all litter will be removed prior to mowing.

B. MOWING

Turf shall be cut on a weekly basis at a height of 2.5-3.0 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 2.5 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Initials of Bidder: _____

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

C. EDGING

Contractor shall be responsible for edging all curbs and sidewalks (both edges) on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf/hardlines and turf/bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices to include vegetation growing in the joints of any concrete.

E. TURF FERTILIZATION

Contractor shall have the full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical, and/or chemical methods per the mowing schedule to ensure that all turf areas have a maintained weed free appearance. Chemical applications of weed killer shall be quarterly.

G. ANT CONTROL

Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been eliminated.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper soil pHs as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

J. WATERING

Contractor shall be responsible for damage to items to include residential and city-owned sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structural pruning should be performed annually during the dormant months (winter hard pruning). Structural pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old/dead wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and produce an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this pruning if conditions present itself and the contractor has received authorization by the City. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State (FDOT) and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas per the mowing schedule by mechanical, physical and/or chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines. Chemical treatment for weeds in beds shall be quarterly.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and bases of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly, Tree-form Oleanders and others. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed the contractor is responsible for adjusting improper pHs (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

E. WATER

NOTE: See section VII, Irrigation Systems.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

A. Contractor will be responsible for one complete application of grade A pine straw mulch which will occur in the month of February. Pine straw is to be spread at a minimum depth of 3 inches, such that none of the old or previously laid mulch is visible. The cost table provided requests pricing for an additional pine straw application that would occur in September.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. TRENCHING

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. CLEAN UP PROCEDURES

As a part of each maintenance visit, a general clean-up program will occur. The clean-up program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris prior to mowing. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed after mowing and edging have been completed. This will encompass complete removal of weeds at curbs, pavement lines, sidewalks, storm sewer inlets, and any other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

B. WEED CONTROL

All parking lot areas, roadside curb and gutters, and sidewalks shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may temporarily suspend maintenance requirements or request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or may suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions within the project areas.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal, shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a monthly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point of Contact. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each monthly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.

B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.

C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

D. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a pH and nutrient balanced soil.

G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each

Monday. The report must specify the date, location, and all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

XI. QUALITY CONTROL, PENALTIES FOR NON-COMPLIANCE/NON-PERFORMANCE

Report Submission: A weekly report for work completed (M-F and possibly Saturday) will be submitted to the City by 12pm on the first business day of the following week.

City Staff Inspection: During the morning of the first business day of the week, City staff will inspect the project areas and will document, measure and/or photograph any deficiencies (work not completed per the contract schedule or any aspects of the work that do not meet contractual specifications or standards) found and will compare those findings with the contractor's submitted report.

Communication of Inconsistencies: Inconsistencies between staff's field inspection and the submitted report will be communicated to the contractor via email (sent with delivery and read confirmation to all known contractor emails) by the close of business on the first business day (cc'ing the City Manager and City Attorney) or as soon as possible thereafter.

Corrective Actions: The contractor will have 48 hours to complete corrective actions (those activities required to rectify noted deficiencies to contractual standards). Additional time may be provided by the Public Works Department for issues like inclement weather, holidays, etc. Any additional time allotted will be communicated in writing.

Revised Report: Once corrective actions have been completed, a revised weekly report will then be required from the contractor.

Penalties for Non-Compliance: Failure to perform the necessary corrective actions within the 48 (or City permitted) hours allotted will result in non-payment for that zone for that week. The City reserves the right to enforce penalties for non-compliance as noted above, in accordance with applicable laws and contractual agreements.

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES, & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow (weekly for 8 months, bi-weekly for 4 months)	44
Edge (Bed lines), bi-weekly	26
Edge (Hardlines), same as mowing. *Must meet FDOT requirements*, includes front and back of sidewalks	44
Monofilament Trim, same as mowing	44
Bed Weed Control	Quarterly (Feb, May, August, November)
Shrub/Groundcover Trim *Must meet FDOT requirements*	Quarterly
Tree Pruning *Must meet current FDOT requirements*	Annually, per FDOT Requirements
Palm Pruning *Must meet current FDOT requirements, no carrot topping*	Annually
Debris Policing and Disposal (all Properties)	Same as mowing
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	As needed
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Quarterly (Feb, May, August, November)
Turf Weed Control	Quarterly (Feb, May, August, November)
Overseed	n/a

BID SHEET SUBMITTED BY:

_____

Name of Company Submitting Bid

Section I *(List your proposed cost (bid) for each of the items listed as well as the total for all.) A map of the sections of the roadways to be maintained is included in this packet. The portion of Commons Drive from Indian Bayou Trail to Airport is not included in the attached map as its inclusion in the final contract will be reviewed and approved by the City Manager.*

Zone	Zone Description	Annual Cost (bid)
1	**HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD):** aka US98, this includes all landscaped medians and FDOT ROW.	$ _____
2	**US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ _____
3	**US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ _____
4	**US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ _____
5	**MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all roadside ROWs and the roundabout at the intersection of Mountain Drive and Benning Drive.	$ _____
6	**MAIN STREET:** From Harbor Blvd/US 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the median in front of the American Legion. This includes all medians and all roadside ROWs.	$ _____
7	**LEGION DRIVE:** From Main Street to Beach Drive to include the single median and all roadside ROWs.	$ _____
8	**AIRPORT ROAD:** From US98 to Main Street to include all medians, and all roadside ROWs.	$ _____
9	**SCENIC HIGHWAY 98**: (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROWs, and all City owned parallel and off-street parking areas along Scenic Hwy 98.	$ _____

Initials of Bidder: _____

10	**COMMONS DRIVE:** From Airport Road to Indian Bayou Trail. Includes both roadway shoulders and swales.	$ _____
11	**MATTIE KELLY ARTS PROPERTY:** 4323 Commons Drive W, approximately 6 acres. Vegetated Parking, Event Area and building surrounds.	$ _____
12	**CITY HALL, CITY HALL ANNEX, & DESTIN HISTORY & FISHING MUSEUM,** all grounds.	$ _____
13	**DESTIN CEMETERY,** upper and lower lots, includes weed/grass trimming around fence lines and all headstones, monuments, and markers.	$ _____
14	**DESTIN PUBLIC LIBRARY,** 150 Sibert Ave	$ _____
15	**MARLER STREET PARKING LOT,** 285 Harbor Blvd	$ _____
	Second Application of Pine Straw in September of each year (all serviced zones)	$ _____
	Total (to include 2nd Pine Straw Application)	$ _____

Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.

B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

$ _____Per staff hour worked

C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus _____**%.** Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

_____

Bid Authorized By (Name and Title)

_____

Authorized Signature:

Date:_____/_____/_____

END OF EXHIBIT A

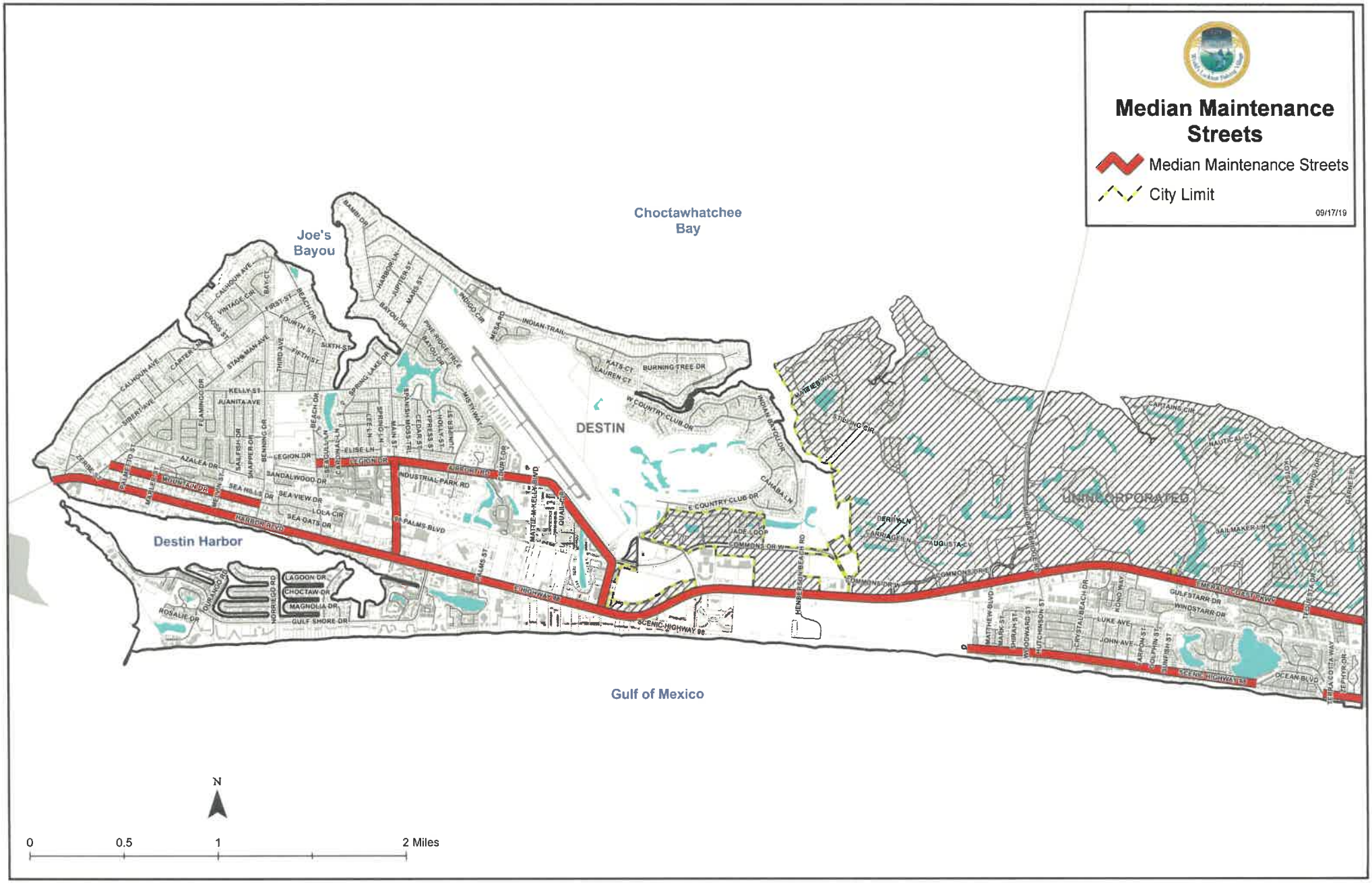

Median Maintenance Streets
Median Maintenance Streets
City Limit
09/17/19
Choctawhatchee Bay
Joe's Bayou
Destin Harbor
Gulf of Mexico
DESTIN
UNINCORPORATED
HIGHWAY 98
SCENIC HIGHWAY 98
INDIAN TRAIL
BURNING TREE DR
W COUNTRY CLUB DR
E COUNTRY CLUB DR
INDIAN BASS CIR
CAPTAINS CIR
HAUTEA-CT
SAILMAKER LN
MATTIE M KELLY BLVD
INDUSTRIAL PARK RD
AIRPORT RD
LEGION DR
SANDALWOOD DR
SEA HILLS DR
SEA VIEW DR
LOLA CIR
SEA OATS DR
PALMS BLVD
PALMS ST
MOUNTAIN DR
AZALEA DR
KELLY ST
JUANITA AVE
CALHOUN AVE
VINTAGE CIR
FIRST ST
BEACH DR
FOURTH ST
SIXTH ST
STAN MAN AVE
THIRD AVE
FIFTH ST
SPRING LAKE DR
PINE RIDGE TRCE
MAYOR DR
MESA RD
INDIGO CIR
HARBOR LN
JUPITER ST
MARS ST
BAYOU DR
BAY CT
CROSS ST
CARTER CT
FLAMINGO DR
SILBERT AVE
SNAPPER DR
BENNING DR
BEACH DR
SPANISH MAIN ST
CEDAR ST
HOLLY ST
JUNIPER ST
MISTY WAY
ELISE LN
CARDINAL LN
SEAGULL LN
ZERBE RD
PALMETTO ST
MARLIN ST
LAGOON DR
CHOCTAW DR
MAGNOLIA DR
GULF SHORE DR
NORRIS CID RD
TOURANGE DR
ROSALIE DR
CAMBAY LN
FERRY LN
CARRIAGE LN
AUGUSTA CV
JADE LOOP
COMMONS DR W
COMMONS DR
HEMBREE BEACH RD
QUAIL RUN
MATTHEW BLVD
SHIRAH ST
WOODWARD ST
HUTCHINSON ST
CRYSTAL BEACH DR
HONO WAY
LUKE AVE
JOHN AVE
HARPON ST
DOLPHIN ST
DUMFISH ST
EMERALD COAST PKWY
GULFSTARR DR
WINDSTARR DR
LEEWARD LN
OCEAN BLVD
SEBASTIAN WAY
SEPHYR DR
CARNE DR
SKYVIEW DR
SKYWIND DR
N
0
0.5
1
2 Miles

EXHIBIT B

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 for **RFB 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE**.

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:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 n 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.)

_____

Authorized Signature

_____/_____/_____

Date

Initials of Bidder: _____

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_____, 20____, and is personally known to me, or has provided_____as identification.

Notary Public My Commission expires:

Initials of Bidder: _____

EXHIBIT C

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 contractual services that are under this bid a copy of the statement specified in item 1 above.

4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

Initials of Bidder: _____

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

RFB 24-04-PW – Right-of-Way and Grounds Maintenance Project

November 7, 2024 – 2:00 PM

BIDDERS:	Base Bid
1) ZTC Outdoors, LLC	$631,700
2) Bays Lawn & Landscaping	$462,000
3) Progreen Lawn	$405,926.23
4) Ozzie Land Care, LLC	(Incomplete)
5) Gulf Coast Environmental Contractors, Inc	$304,694
6) Rotolo Consultants, Inc	$451,774.52
7)	

Present at the bid opening:

Rey Bailey	City Clerk
Kim Montermoso	Deputy City Clerk
Jeff Cozad	Grants/Projects Manager
Michael Burgess	Public Works Director

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: Gulf Coast Environmental Contractors, Inc.

Address: 1765 E. Nine Mile Rd. Suite 1, #110

City & State: Pensacola, FL Zip Code: 32514

Telephone: (850) 433-6770 Fax: (850) 435-9326

Number of Years in Business: 23 Email: Tracy@gcecinc.com

PART II *Bidding RFB No. 24-04-PW, Miscellaneous Right-of-Way Maintenance Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. TURF MAINTENANCE

A. LITTER REMOVAL

All areas to be maintained as part of this contract shall be policed for litter prior to mowing per the provided schedule in Exhibit A (Monday thru Friday, Saturdays are allowed if weather prevents Monday-Friday service). In addition, all litter will be removed prior to mowing.

B. MOWING

Turf shall be cut on a weekly basis at a height of 2.5-3.0 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 2.5 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Initials of Bidder: JCH

BID SHEET SUBMITTED BY:

Gulf Coast Environmental Contractors, Inc.
Name of Company Submitting Bid

Section I *(List your proposed cost (bid) for each of the items listed as well as the total for all.) A map of the sections of the roadways to be maintained is included in this packet. The portion of Commons Drive from Indian Bayou Trail to Airport is not included in the attached map as its inclusion in the final contract will be reviewed and approved by the City Manager.*

Zone	Zone Description	Annual Cost (bid)
1	**HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD):** aka US98, this includes all landscaped medians and FDOT ROW.	$ 50,611.50
2	**US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 37,701.00
3	**US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 15,918.50
4	**US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 20,339.50
5	**MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all roadside ROWs and the roundabout at the intersection of Mountain Drive and Benning Drive.	$ 8,157.50
6	**MAIN STREET:** From Harbor Blvd/US 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the median in front of the American Legion. This includes all medians and all roadside ROWs.	$ 6,887.00
7	**LEGION DRIVE:** From Main Street to Beach Drive to include the single median and all roadside ROWs.	$ 2,773.00
8	**AIRPORT ROAD:** From US98 to Main Street to include all medians, and all roadside ROWs.	$ 16,189.00
9	**SCENIC HIGHWAY 98**: (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROWs, and all City owned parallel and off-street parking areas along Scenic Hwy 98.	$ 14,071.50

Initials of Bidder: JCH

10	**COMMONS DRIVE:** From Airport Road to Indian Bayou Trail. Includes both roadway shoulders and swales.	$ 18,504.00
11	**MATTIE KELLY ARTS PROPERTY:** 4323 Commons Drive W, approximately 6 acres. Vegetated Parking, Event Area and building surrounds.	$ 13,660.50
12	**CITY HALL, CITY HALL ANNEX, & DESTIN HISTORY & FISHING MUSEUM,** all grounds.	$ 23,104.75
13	**DESTIN CEMETERY,** upper and lower lots, includes weed/grass trimming around fence lines and all headstones, monuments, and markers.	$ 47,110.50
14	**DESTIN PUBLIC LIBRARY,** 150 Sibert Ave	$ 7,257.75
15	**MARLER STREET PARKING LOT,** 285 Harbor Blvd	$ 3,125.50
	Second Application of Pine Straw in September of each year (all serviced zones)	$ 19,282.50
	Total (to include 2nd Pine Straw Application)	$ 304,694.00

Initials of Bidder: JCH

Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.

B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

$ 85.00 Per staff hour worked

C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 10 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

Tracy Hayes, President

Bid Authorized By (Name and Title)

Authorized Signature:

Date: 11 / 6 / 24

END OF EXHIBIT A

Initials of Bidder: TCH

Gulf
Coast
Environmental
Contractors, Inc.

Office (850) 433-6770
Cell (850) 776-9712
Fax (850) 435-9326
1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

INTRODUCTION

Gulf Coast Environmental Contractors, Inc. is a 100% Woman-Owned Corporation, organized under the laws of the State of Florida, July 2001. Our office is located in Pensacola, Florida, Escambia County. The Company currently has a total of 60 full time employees. All personnel, vehicles, and equipment are commercially equipped for safety and commercially insured. Our crews are experienced, professionally trained, uniformed, and fully equipped. We hold multiple certifications in the State of Florida. We are FDOT MOT certified, as well. In addition, several of our employees have undergone and successfully completed Level 2 background screenings. We also possess a TWIC badge, granted by the Department of Homeland Security, which allows our Company access to the nation's maritime facilities. Gulf Coast Environmental Contractors, Inc. is available and is willing to travel anywhere within a 150 mile radius.

Gulf Coast Environmental Contractors, Inc. specializes in all aspects of Lawn Care, Landscaping, Athletic Field Maintenance, Tree & Shrub Trimming/Removal, & Irrigation services. We also perform Concrete Installation work such as Driveways, Sidewalks, Retaining walls, Curb and Gutter, etc. We have been providing these services in the Gulf Coast Panhandle Region for over twenty-three (23) years.

The majority of our contracts are with City, County, and other municipal entities. We have held numerous contracts with agencies such as the City of Pensacola, Escambia County Board of Commissioners, the Mobile Housing Authority, and the School District of Okaloosa County, etc. Our contracts range anywhere from $100.00 to $1+ million in size, in which all work is inspected by either City, County, State, or other managing officials.

COMPANY INFORMATION

Legal Name:	Gulf Coast Environmental Contractors, Inc.		
Physical Address:	251 East Johnson Avenue, Pensacola, FL 32514		
Mailing Address:	1765 East Nine Mile Road, Suite 1, #110 Pensacola, FL 32514		
Principal Officer:	Tracy Hayes, President		
Point of Contact:	Scott Hayes, Project Manager		Kyle Brown, Office Manager
	Cell 850-776-9968	OR	Cell 850-776-9712
	Scott@gcecinc.com		Kyle@gcecinc.com
Business Info:	Woman-Owned, Florida S-Corp, Established 7/1/2001		

Jett

Gulf
Coast
Environmental
Contractors, Inc.

Office (850) 433-6770
Cell (850) 776-9712
Fax (850) 435-9326
1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

COMPANY EXPERIENCE & REFERENCES

1. Contract Owner: Webber Infrastructure Management
   Contact Name: Mark Norris
   Address: 3050 Copter Road, Pensacola, FL 32514
   Telephone: 850-728-8949
   Email: mark.norris@wwebber.com

   Contract Description: Mowing & Litter Removal on FDOT Right of Ways
   Dates of Service: 2016 – CURRENT

2. Contract Owner: Escambia County Parks & Recreation
   Contact Name: Adam Reed
   Address: 1651 East Nine Mile Rd, Pensacola, FL 32514
   Telephone: 850-554-1995
   Email: awreed@myescambia.com

   Contract Description: Grounds Maintenance at Pensacola Beach, Ashton Brosnaham Park & John Jones Park
   Dates of Service: 2014 – CURRENT

3. Contract Owner: City of Pensacola Neighborhood Services
   Contact Name: Bill Kimball
   Address: 222 West Main Street, Pensacola, FL 32502
   Email: bkimball@cityofpensacola.com

   Contract Description: Community Maritime Park Grounds Maintenance
   Dates of Service: 2020 - CURRENT

   Contract Description: Admiral Mason Storm Water Park Maintenance
   Dates of Service: 2015 - CURRENT

   Contract Description: Veterans Park Landscaping Maintenance
   Dates of Service: 2015 - CURRENT

   Contract Description: Corinne Jones Park Maintenance Contract
   Dates of Service: 2019 – CURRENT

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CURRENT STAFFING LEVELS

Staff-

Tracy Hayes President 25 Years Experience

- Limited Commercial Landscape Study, Course Completed 10/2001
- Member of Florida Nursery, Growers & Landscape Association

Scott Hayes Director of Operations/Quality Control 28 Years Experience

- Member of Florida Nursery, Growers & Landscape Association
- Hazardous Material Technician, Course Completed 3/2004
- CPR Certified, Course Completed 3/2004
- Limited Commercial Landscape Study, Course Completed 12/2011
- Landscape Continuing Education, 4 Credits Completed 12/2012
- Landscape Continuing Education, 4 Credits Completed 12/2013
- Landscape Continuing Education, 4 Credits Completed 12/2014
- Landscape Continuing Education, 4 Credits Completed 12/2015
- Landscape Continuing Education, 4 Credits Completed 12/2016
- Landscape Continuing Education, 4 Credits Completed 12/2017
- Landscape Continuing Education, 4 Credits Completed 12/2018
- Landscape Continuing Education, 4 Credits Completed 12/2019
- Landscape Continuing Education, 4 Credits Completed 12/2020
- Landscape Continuing Education, 4 Credits Completed 12/2021
- Landscape Continuing Education, 4 Credits Completed 12/2022
- Landscape Continuing Education, 4 Credits Completed 12/2023
- FDOT Temporary Traffic Control Advanced, Course Completed 1/2020

Kyle Brown Manager/Quality Control 15 Years Experience

- Bachelor of Science Degree, Completed 5/2011
- Limited Commercial Landscape Study, Course Completed 12/2013
- Limited Commercial Fertilizer Applicator, Certification Received 12/2013
- FL Green Industries Best Management Practices, Course Completed 12/2013
- Landscape Continuing Education, 4 Credits Completed 12/2014
- Landscape Continuing Education, 4 Credits Completed 12/2015
- Landscape Continuing Education, 4 Credits Completed 12/2016
- State of Florida Licensed Commercial Applicator, Certification Received 11/2015
- FDOT Maintenance of Traffic (MOT), Course Completed 6/2017
- Landscape Continuing Education, 4 Credits Completed 12/2017
- Landscape Continuing Education, 4 Credits Completed 12/2018
- Certified FNGLA Horticulture Professional, Certification Received 9/24/19
- Landscape Continuing Education, 4 Credits Completed 12/2019
- Landscape Continuing Education, 4 Credits Completed 12/2020

JCH

- Landscape Continuing Education, 4 Credits Completed 12/2021
- Landscape Continuing Education, 4 Credits Completed 12/2022
- Landscape Continuing Education, 4 Credits Completed 12/2023

Cheryl Thompson Bookkeeper 25 Years Experience

- High School Diploma

Terry Lucas Superintendent/Quality Control 15 Years Experience

- High School Diploma
- FL Green Industries Best Management Practices, Course Completed 12/2013
- Limited Commercial Fertilizer Applicator, Certification Received 1/2014

Rodney Tanton Superintendent/Quality Control 19 Years Experience

- High School Diploma
- FDOT Temporary Traffic Control Advanced, Course Completed 1/2020

Dakota Hayes Superintendent/Quality Control 8 Years Experience

- High School Diploma
- Certified State of Florida Pest Control Operator

Robert Loring Licensed Irrigation Contractor & Pest Control 35 Years Experience

- High School Diploma
- Certified State of Florida Pest Control Operator, Certification Received 7/2/19
- Certified State of Alabama Pest Control Operator, Certification Received 6/1/20
- Certified Escambia County Irrigation Contractor, Certification Received 11/7/19

Rodney Ward Pest Control Operator/Quality Control 25 Years Experience

- High School Diploma
- Certified State of Florida Pest Control Operator

Nathan Loring Pest Control Operator 10 Years Experience

- High School Diploma
- Certified State of Florida Pest Control Operator

Andrew Martin Irrigation Technician 15 Years Experience

- High School Diploma

Raul Mosqueda Crew Foreman 17 Years Experience

- High School Diploma
- FDOT Certified Driver (Medical Card)

Mario Celio Crew Foreman 14 Years Experience

- High School Diploma
- FDOT Certified Driver (Medical Card)

Fermin Guzman Crew Foreman 12 Years Experience

- High School Diploma

Fernando Hernandez Crew Foreman 12 Years Experience

- High School Diploma

JCH

Jason Clifton Crew Foreman 21 Years Experience

- High School Diploma

Jerimy Dickson Crew Foreman 12 Years Experience

- High School Diploma

Derek VanDyk Crew Foreman 10 Years Experience

- High School Diploma

Jesus Becerra Crew Foreman 11 Years Experience

- High School Diploma

Herbert Pilon Mechanic 34 Years Experience

- High School Diploma
- Certified Welder & Fabrication, Pensacola State College
- Certified Small Engine Technician, NAS Pensacola

Various Positions General/Skilled Labor Ranges from 1-15 Years Experience

JCH

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PROCEDURES TO ENSURE SERVICES, AS SPECIFIED

All work is coordinated through our Office Manager. The Office Manager and the Project Manager are responsible for overseeing the work of all Superintendent's & crews. They visit each site serviced on a regular basis to verify that all assignments are being completed as required. They ensure that all contract specifications are met, as well as ensure the quality of service that has been provided.

A Superintendent is assigned to each project. The Superintendent monitors the work of the assigned crew and provides quality control inspections on a daily basis.

All employees have cell phones for communication. We also have a full time mechanic on staff and on call to handle any equipment issues, either on the work site or in our work shop. The mechanic ensures that the crew's equipment has as little down time as possible, thus allowing the crews to work more efficiently.

Gulf Coast Environmental Contractors, Inc. understands all requirements, as specified in RFB #24-04-PW for Miscellaneous Right of Way and Grounds Maintenance Continuing Services Contract. We agree to perform all services in a workman-like manner and in accordance with The City of Destin's specifications.

LIST OF EQUIPMENT

Mowers (46 Units)

Quantity	*Model #*	*Description*
1	STT61V-27CH	61" Scag Mower
2	STT61-35BVAC	61" Scag Mower
1	STT-35BVAC	72" Scag Mower
2	THP19-KAE523	52" Toro Walk behind Mower
8	STT61V-35BVAC	61" Scag Mower
23	STT11-61V-35BV	61" Scag Mower
1	STT11-72V-35BV	72" Scag Mower
1	SMTC-52V	52" Scag Mower
1	ECX180CKA21000	21" Ex-Mark self-propelled mower
1	ECS180CKA30000	30" Ex-Mark self-propelled mower
1	911174	21" Gravely self-propel mower
1	SVR11-52V-25CV1	52" Walk behind Mower
1		Exmark Slope Mower
2		Steiner Slope Mowers

Weed Eaters (53 Units)

Quantity	*Model #*	*Description*
33	FS110R	Stihl
16	FS91R	Stihl
4	FS90R	Stihl

JCH

Edgers (25 Units)

Quantity	*Model #*	*Description*
9	FC91	Stihl
6	FC95	Stihl
10	FC90	Stihl

Blowers (27 Units)

Quantity	*Model #*	*Description*
24	BR600 Magnum	Stihl
1	F9025	Billy Goat
1	BG55Z	Stihl
1	PO5412	Echo

Hedge Trimmers (16 Units)

Quantity	*Model #*	*Description*
4	HL100k	Stihl
4	HS45	Stihl
1	HL90	Stihl
7	HL91K	Stihl

Backpack Sprayers (16 Units)

Quantity	*Model #*	*Description*
16	5620	Stihl (4 gal.)

Pole saws (4 Units)

Quantity	*Model #*	*Description*
1	HT130	Stihl
1	HT133	Stihl
1	HT101	Stihl
1	HT130Z	Stihl

Chainsaws (3 Units)

Quantity	*Model #*	*Description*
1	P3314	Poulan
2	MS 193	Stihl

Concrete Equipment (3 Units)

Quantity	*Description*
1	Norton Concrete Saw
1	Stihl Handheld Concrete Saw
1	Portable Concrete Mixer
Several	Concrete Finishing Tools

Heavy Equipment (20 Units)

Quantity	*Model #*	*Description*
1	RTV900	2014 Kubota w/ 100 gal. spray tank system
1	RTV900	2017 Kubota RTV
6	HPX815E	2018 John Deere RTV w/ Beacon Lights
1	S800TX	2015 Vermeer Mini Skid Steer
1	5100E	2018 John Deere Utility Tractor
1	CX15	John Deere Flex Wing Rotary Cutter
1	SVL75-2	Kubota 75HP Track Skid Steer
1	L4701	Kubota 50HP Tractor Loader
1	4500Y	Ventrac Articulating Tractor
3	M5-111HDC	2020 Kubota Cab Tractors
3	RC54715	2020 Land Pride Cutters

JCH

Vehicles (35 Units)

Quantity	*Model #*	*Description*
1	W4500	GMC w/ Landscape Bed
4	2500	2006 Chevrolet Extended Cab
1	3500	2007 Chevrolet w/ Utility Bed
2	2500	2013 Chevrolet Extended Cab
1	F150	2013 Ford Extended Cab
1	3500	2003 Chevrolet w/ Flat Bed
1	2500	2003 Chevrolet w/ Utility Bed
1	F250	2003 Ford w/ Utility Bed
1	12 Passenger Econoline	2010 Ford Van
1	F-150	2014 Ford Single Cab
1	F-250	2011 Ford w/ Utility Bed
1	F-150	2018 Ford Crew Cab
1	F-250	2017 Ford Crew Cab
1	F-250	2012 Ford Crew Cab
1	1500	2006 Chevrolet Single Cab
1	2500	2014 Chevrolet Crew Cab
1	2500	2015 Chevrolet Crew Cab
1	F-250	2018 Ford Crew Cab
2	F-250	2013 Ford w/ Utility Bed
1	F-350	2013 Ford Dually
1	F-350	2011 Ford Crew Cab
1	F-250	2012 Ford Crew Cab
1	F-250	2005 Ford Crew Cab
1	2500	2002 Chevrolet Crew Cab
1	2500	2000 Chevrolet Extended Cab
1	F-350	2008 Ford w/ Utility Bed
1	F-250	2019 Ford Crew Cab
1	F-150	2019 Ford Crew Cab
2	F-250	2020 Ford Crew Cab

Trailers (25 Units)

Quantity	*Model #*	*Description*
1	20' Heavy Duty	2017 Big Tex Heavy Duty Trailer
1	18'	2006 Big Tex Utility Trailer
1	16'	2007 Big Tex Utility Trailer
1	14'	2006 Big Tex Utility Trailer
1	10'	2006 Big Tex Utility Trailer
1	7' x 14' Dump	2014 Big Tex Dump Trailer
2	14'	2014 Big Tex Utility Trailer
2	7' x 16' Enclosed	2014 Freedom Enclosed Trailer
3	7' x 20' Enclosed	2015 Freedom Enclosed Trailer
3	7' x 16' Enclosed	2017 Freedom Enclosed Trailer
1	16'	2017 Big Tex Utility Trailer
1	18'	2017 Big Tex Utility Trailer
1	7' x 16' Dump	2018 Big Tex Dump Trailer
2	18'	2019 Maxx D Trailer
3	22'	2019 Maxx D Trailer
1	5' x 10'	2019 Maxx D Trailer

Several Shovels, Rakes, Easy Grabbers, other small handheld tools & equipment, etc.
Additional equipment to be purchased, as necessary.

Jett

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2024

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
110 Carillon Parkway
Saint Petersburg FL 33716

License#: 2081754

CONTACT NAME: Claudia Caspary
PHONE (A/C, No, Ext): 727-391-9791 FAX (A/C, No): 727-393-5623
E-MAIL ADDRESS: stahlstpetecertificates@higginbotham.net

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

INSURED
Gulf Coast Environmental Contractors, Inc
1765 E Nine Mile Rd, Ste 1 #110
Pensacola FL 32514

GULFCOA125

COVERAGES **CERTIFICATE NUMBER:** 2078503173 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CLP 3 744 003	5/13/2024	5/13/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAP 3 744 004	5/13/2024	5/13/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP 3 744 005	5/13/2024	5/13/2025	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC 3 749 106	10/5/2024	10/5/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: RFB 18-02- REC, Misllaneous Right of Way and Median Landscape Maintenance Continuing Services Contract.
Blanket Additional insured with Products & Completed Operations and Blanket Waiver of Subrogation applies when required by written contract with respects to General Liability. Blanket Designated Insured and Blanket Waiver of Subrogation applies when required by written contract with respects to Auto Liability. General Liability & Auto Liability are Primary and Non-Contributory. Blanket Waiver of Subrogation applies if required by written contract with respects to Workers Compensation. Umbrella policy is follow form.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Contractors, Inc.

Office (850) 433-6770
Cell (850) 776-9712
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1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

LIST OF LICENSES TO BE UTILIZED ON RFB #24-04-PW

1. OKALOOSA COUNTY BUSINESS TAX RECEIPT #16978
2. ESCAMBIA COUNTY IRRIGATION LICENSE #SP01030
3. STATE OF FLORIDA PEST CONTROL LICENSE #JB287192, #JE354227, #JE296354, #JE247025, #JE201303, #JE253373, #JE296355
4. STATE OF FLORIDA DEPARTMENT OF AGRICULTURE COMMERCIAL LANDSCAPE MAINTENANCE LICENSES LC#212270, #LC181742
5. STATE OF FLORIDA DEPARTMENT OF AGRICULTURE LTD COMMERCIAL FERTILIZER APPLICATOR LICENSE #LF212621, #LF212744
6. STATE OF FLORIDA COMMERCIAL APPLICATOR LICENSE #CM23915
7. FNGLA CERTIFIED HORTICULTURE PROFESSIONAL #H12236
8. FDOT ADVANCED TEMPORARY TRAFFIC CONTROL CERTIFICATIONS #605077, 605078, #605079
9. FDOT TIER 1 ILLICIT DISCHARGE DETECTION & ELIMINATION CERTIFICATION #BT-19-0048

PLEASE CONTACT TRACY HAYES AT 850-433-6770 OR BY EMAIL TO TRACY@GCECINC.COM, SHOULD YOU HAVE ANY QUESTIONS REGARDING LICENSING.

JCH

2024 / 2025 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

BEN ANDERSON
Okaloosa County Tax Collector

The issuance of this receipt does not ensure competency.

BUSINESS NAME: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

ACCOUNT NUMBER: 16978
EXPIRES: SEPTEMBER 30, 2025

RECEIPT NUMBER: 260430724183
TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 1765 E NINE MILE RD
SUITE 1, 110
PENSACOLA, FL 32514

Paid
07/09/2024

TRANSFER:	0.00
ORIGINAL TAX:	35.00
EXEMPTION TYPE:	
EXEMPTION AMOUNT:	0.00
PENALTY:	0.00
COLLECTION COST:	0.00
TOTAL Paid	35.00

RENEW ANNUALLY AT
OkaloosaTax.com
E-check is ***FREE***

SCAN WITH PHONE TO RENEW

GULF COAST ENVIRONMENTAL CONTRACTORS, INC.
1765 E NINE MILE RD
SUITE 1, 110
PENSACOLA, FL 32514

THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW
Paid 0-24010065 35.00 07/09/2024

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to $250.

ANNUAL RENEWAL OPTIONS

ONLINE
OkaloosaTax.com
Echeck is ***FREE!***

MAIL
P.O. Box 1390
Niceville, FL 32578

DROP BOX
Located at each office location

PHONE
850.651.7300 or
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to **Ben Anderson Tax Collector**

When providing a check as payment, you authorize us to either use information from your check to make a one time electronic fund transfer from your account or process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED

Echeck it's ***FREE!***
Check
Cash
Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at **okaloosa.county-taxes.com/public** and then select the *Request a change to your Business Tax Account* link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at **Okaloosatax.com/CloseBusinessTaxAccount/** to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

Visit **OkaloosaTax.com**
Call **#TAX** (#829) from your mobile device.

JCH

Escambia County Building Services
3363 West Park Place
Pensacola, Florida 32505
Phone: (850) 595-3550 ~ Fax: (850) 595-3401
contractorlicense@myescambia.com

BELOW IS YOUR NEW ESCAMBIA COUNTY CONTRACTOR CERTIFICATE OF COMPETENCY (LICENSE):

Expired or cancelled insurance automatically inactivates a license. Proof of current insurance must be provided in order to reactivate the license. Any license may be put on inactive status for an annually paid fee.

Name, address, or status change must be sent to this office within thirty (30) days to change.

24-Hour Automated IVR Line: (850) 595-0881

Fax: (850) 595-3401

Escambia County Building Services
Contractor Competency Board

Board of Electrical Examiners
Pensacola, Florida

Contractor's Name: ROBERT LORING

Business Name: GULF COAST ENVIRONMENTAL CONTRACTORS INC

Category: SP (Lawn Sprinkler)

License #: SP01030

Issued: 10/31/2023 Exp. Date: 11/7/2024

LICENSED UNDER CH.489, FLORIDA STATUTES & ESCAMBIA COUNTY CODE OF ORDINANCES CH.18

For any questions, please call our office at **850-595-3550**

Revised 08/18

JCH

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 2, 2024	**JB287192**	**July 31, 2025**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2025**

AT

251 E JOHNSON AVE
PENSACOLA, FL 32514

GULF COAST ENVIRONMENTAL CONTRACTORS INC
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER

Cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

GULF COAST ENVIRONMENTAL CONTRACTORS INC
251 E JOHNSON AVE
PEST CONTROL COMPANY FIRM

JB287192

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **July 31, 2025**

COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 2, 2024	**JE354227**	**July 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2025**

AT

GULF COAST ENVIRONMENTAL CONTRACTORS
PENSACOLA, FL 32514

DAKOTA BRIAN HAYES
GULF COAST ENVIRONMENTAL CONTRACTORS INC
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514

Regular

WILTON SIMPSON, COMMISSIONER

Cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DAKOTA BRIAN HAYES
GULF COAST ENVIRONMENTAL CONTRACTORS INC
ID CARD HOLDER

JE354227

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **July 31, 2025**

COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

JCH

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 2, 2024	**JE296354**	**July 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2025**

AT

GULF COAST ENVIRONMENTAL CONTRACTORS
PENSACOLA, FL 32514

KYLE MICHAEL BROWN **Regular**
GULF COAST ENVIRONMENTAL CONTRACTORS INC
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514

WILTON SIMPSON, COMMISSIONER

Cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KYLE MICHAEL BROWN
GULF COAST ENVIRONMENTAL CONTRACTORS INC
ID CARD HOLDER

JE296354

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **July 31, 2025**

COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 2, 2024	**JE247025**	**July 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2025**

AT

GULF COAST ENVIRONMENTAL CONTRACTORS
PENSACOLA, FL 32514

NATHANIEL LORING **Regular**
GULF COAST ENVIRONMENTAL CONTRACTORS INC
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

NATHANIEL LORING
GULF COAST ENVIRONMENTAL CONTRACTORS INC
ID CARD HOLDER

JE247025

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **July 31, 2025**

COMMISSIONER

Signature
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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 2, 2024	**JE201303**	**July 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2025**

AT

GULF COAST ENVIRONMENTAL CONTRACTORS
PENSACOLA, FL 32514

ROBERT MICHAEL LORING
GULF COAST ENVIRONMENTAL CONTRACTORS INC
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514

Certified Operator

WILTON SIMPSON, COMMISSIONER

cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ROBERT MICHAEL LORING
GULF COAST ENVIRONMENTAL CONTRACTORS INC
ID CARD HOLDER

JE201303

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **July 31, 2025**

COMMISSIONER

Signature
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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 2, 2024	**JE253373**	**July 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2025**

AT

GULF COAST ENVIRONMENTAL CONTRACTORS
PENSACOLA, FL 32514

RODNEY DARIAN WARD
GULF COAST ENVIRONMENTAL CONTRACTORS INC
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514

Regular

WILTON SIMPSON, COMMISSIONER

cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

RODNEY DARIAN WARD
GULF COAST ENVIRONMENTAL CONTRACTORS INC
ID CARD HOLDER

JE253373

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **July 31, 2025**

COMMISSIONER

Signature
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3125 CONNER BLVD, BLDG. 8
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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 2, 2024	**JE296355**	**July 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2025**

AT

GULF COAST ENVIRONMENTAL CONTRACTORS
PENSACOLA, FL 32514

SCOTT DARWIN HAYES
GULF COAST ENVIRONMENTAL CONTRACTORS INC
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514

Regular

WILTON SIMPSON, COMMISSIONER

cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SCOTT DARWIN HAYES
GULF COAST ENVIRONMENTAL CONTRACTORS INC
ID CARD HOLDER

JE296355

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **July 31, 2025**

COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

JCtf

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 8, 2024	LC212270	December 31, 2024

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 31, 2024**

KYLE MICHAEL BROWN
4176 ROOSEVELT WAY
MILTON, FL 32583

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KYLE MICHAEL BROWN
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC212270

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **December 31, 2024**

WILTON SIMPSON
COMMISSIONER Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 3, 2022	LF212621	December 24, 2025

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 24, 2025**

KYLE MICHAEL BROWN
4176 ROOSEVELT WAY
MILTON, FL 32583

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KYLE MICHAEL BROWN
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF212621

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **December 24, 2025**

nicole fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

JCH

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 3, 2022	LF212621	December 24, 2025

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 24, 2025

KYLE MICHAEL BROWN
4176 ROOSEVELT WAY
MILTON, FL 32583

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KYLE MICHAEL BROWN
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF212621

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING December 24, 2025

Nicole Fried Signature
COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 3, 2022	LF212744	December 28, 2025

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 28, 2025

TERRY MICHAEL LUCAS
1765 E NINE MILE RD SUITE 1, #110
PENSACOLA, FL 32514

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

TERRY MICHAEL LUCAS
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF212744

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING December 28, 2025

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Jett

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23915

BROWN, KYLE MICHAEL
1765 E NINE MILE RD
SUITE 1 #110
PENSACOLA, FL 32514

Categories
3, 5A, 6

Issued: January 30, 2024

Expires: November 30, 2027

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

This above individual is licensed under the provisions of Chapter 487 F.S. to purchase and apply restricted use pesticides

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Authorized Purchasing Agent for Restricted Use Pesticide
Authorizing License: CM23915

BROWN, KYLE MICHAEL
1765 E NINE MILE RD
SUITE 1 #110
PENSACOLA, FL 32514

TRACY C HAYES
1765 E NINE MILE RD
STE. 1 #110
PENSACOLA, FL 32514

Issued: January 30, 2024

Expires: November 30, 2027

Signature of Licensee

Signature of Purchasing Agent

The above purchasing agent is authorized under the provisions of Chapter 487 F.S. to purchase restricted use pesticides for the named licensee

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
March 11, 2024	LC181742	December 31, 2024

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 31, 2024

SCOTT DARWIN HAYES
2180 W KINGSFIELD RD
CANTONMENT, FL 32533

WILTON SIMPSON, COMMISSIONER

Scott

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SCOTT DARWIN HAYES
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC181742

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING December 31, 2024

WILTON SIMPSON
COMMISSIONER

Signature

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

FNGLA®
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association

Confers on

Kyle Brown

H12236

The Title of

FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 09/30/2025
Certified Since: 9/26/2019

Eric Smith, FNGLA President

Merry Mott, FNGLA Certification Director

FDOT

RODNEY TANTON

Certificate:

605077

Issued: 01/24/2023

Expires: 01/17/2027

Instructor: M. H

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:

myTTConline

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
Ph: 407-901-0206

Verify this Certificate at www.motadmin.com.

FDOT

SCOTT HAYES

Certificate:

605078

Issued: 01/24/2023

Expires: 01/17/2027

Instructor: M. H

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:

myTTConline

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
Ph: 407-901-0206

Verify this Certificate at www.motadmin.com.

FDOT

TERRY LUCAS

Certificate:

605079

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Issued: 01/24/2023

Expires: 01/17/2027

Instructor: M. H

Training Provider:

myTTConline

myTTConline

83 Geneva Dr. Ste. 621394

Oviedo, FL 32762

Ph: 407-901-0206

Verify this Certificate at www.motadmin.com.

The Florida Department of Transportation
presents this

Certificate of Completion

to

Jason D Clifton

for successfully completing the

Tier 1 Illicit Discharge Detection and Elimination Training
CBT

03/29/2016
Date

FDOT

TRESS Number
BT-19-0048

EXHIBIT B

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 for **RFB 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE.**

2. This sworn statement is submitted by Gulf Coast Environmental Contractors, Inc. whose business address is:

1765 E. Nine Mile Rd. Suite 1, #110 Pensacola, FL 32514

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3735170.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Tracy Hayes 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:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 n 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.)

Authorized Signature

11 / 6 / 24
Date

Initials of Bidder: ACH

STATE OF FLORIDA, COUNTY OF Escambia

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 2024, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires: 04-13-25

KB

KYLE MICHAEL BROWN
Notary Public - State of Florida
Commission # HH 116880
My Comm. Expires Apr 13, 2025
Bonded through National Notary Assn.

Initials of Bidder CH

EXHIBIT C

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 contractual services that are under this bid a copy of the statement specified in item 1 above.

4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: Jacob Tarpley

DATE: 11/6/24

COMPANY: Gulf Coast Environmental Contractors, Inc.

STREET ADDRESS: 1765 E. Nine Mile Rd Suite 1, #110

CITY, STATE: Pensacola, FL

Initials of Bidder: JCT

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1765 E. NINE MILE RD. SUITE 1, #110

Requester's name and address (optional)

6 City, state, and ZIP code
PENSACOLA, FL 32514

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 7 3 5 1 7 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Jacqui Taylor Date ▶ 11/6/24

General Instructions

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

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

Purpose of Form

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

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

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

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

JCH

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 24-04-PW

MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

City of Destin, Florida
October 1, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: JCH

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. **Completed bid form (Exhibit A)**
2. **Statement of Qualifications, Experience & Availability (narrative)**
3. **Proof of required Workman's Compensation Insurance documents**
4. **Completed W-9** [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
5. **Bid Packet initialed on ALL pages.**
6. **Proof of adequate liability insurance**
7. **Copy of State license (if required for job)**
8. X **Copy of City license (if business office is located in Destin)**
9. **Completed Public Entity Crimes Form (Exhibit B)**
10. **Completed Drug Free Form (Exhibit C)**
11. X **Addenda (if applicable)**
12. **Three References - Minimum**
13. **Other documents as requested in bid package**

Initials of Bidder: JCH

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals, not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way and grounds maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids 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 **"RFB No. 24-04-PW, MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder**, no later than 2:00 p.m. CT, on Thursday November 7, 2024, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

Initials of Bidder: JCH

I. **PURPOSE:** The purpose of RFB No. 24-04-PW is to secure sealed Bids for providing right of way and grounds maintenance services for city-owned/controlled properties.

II. **SCOPE OF WORK:** The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.

III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

A. Completed Bid Form (Exhibit A)

B. Statements of Qualification, Experience and Availability (narrative)

C. Copies of required Insurance Documents

D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.

E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)

F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)

G. Other documents as required by this Bid Solicitation

H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above-listed mandatory information can result in the elimination of the Bid from consideration.

IV. **INSTRUCTION TO RESPONDENTS**

A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 7, 2024, no later than 2:00 P.M. (CT).** All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (7) days prior

to the submittal deadline.

D. If any addendums are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.

F. ***Provide One (1) original, so designated, six (5) copies (for a total of seven (6) printed submissions)*** and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of October 1, 2024
Last Day for Questions to be Submitted	October 31, 2024
Due Date/Bid Opening	November 7, 2024
Tentative Date - Bid Committee Evaluation	November 14, 2024
Tentative Date - City Council Meeting	December 2, 2024
Tentative Date- Notice of Award	Week of December 2, 2024
Tentative Date -Execution of Contract	Week of December 9, 2024
Tentative Date- Notice to Proceed	Week of December 9, 2024
Tentative Day 1 of Contract	January 1, 2025

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a contractor with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must provide business licensure information and/or certificates.

Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements.** Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

Initials of Bidder: JCH

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-04-PW may be directed to the individuals below:

For Technical Questions	OR	For Administrative Questions
Michael Burgess, Public Works Dir.		Rey Bailey, City Clerk
City of Destin		City of Destin
4200 Indian Bayou Trail		4200 Indian Bayou Trail
Destin, Florida 32541		Destin, Florida 32541
(850) 837-6869		(850) 837-4242
mburgess@cityofdestin.com		rbailey@cityofdestin.com

I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of $1,000,000 combined single limit and Vehicle Liability Insurance in the amount of $500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the 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. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

C. EDGING

Contractor shall be responsible for edging all curbs and sidewalks (both edges) on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf/hardlines and turf/bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices to include vegetation growing in the joints of any concrete.

E. TURF FERTILIZATION

Contractor shall have the full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical, and/or chemical methods per the mowing schedule to ensure that all turf areas have a maintained weed free appearance. Chemical applications of weed killer shall be quarterly.

G. ANT CONTROL

Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been eliminated.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper soil pHs as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

J. WATERING

Contractor shall be responsible for damage to items to include residential and city-owned sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structural pruning should be performed annually during the dormant months (winter hard pruning). Structural pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old/dead wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and produce an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this pruning if conditions present itself and the contractor has received authorization by the City. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State (FDOT) and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas per the mowing schedule by mechanical, physical and/or chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines. Chemical treatment for weeds in beds shall be quarterly.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and bases of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly, Tree-form Oleanders and others. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed the contractor is responsible for adjusting improper pHs (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

E. WATER

NOTE: See section VII, Irrigation Systems.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

A. Contractor will be responsible for one complete application of grade A pine straw mulch which will occur in the month of February. Pine straw is to be spread at a minimum depth of 3 inches, such that none of the old or previously laid mulch is visible. The cost table provided requests pricing for an additional pine straw application that would occur in September.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. TRENCHING

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. CLEAN UP PROCEDURES

As a part of each maintenance visit, a general clean-up program will occur. The clean-up program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris prior to mowing. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed after mowing and edging have been completed. This will encompass complete removal of weeds at curbs, pavement lines, sidewalks, storm sewer inlets, and any other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

B. WEED CONTROL

All parking lot areas, roadside curb and gutters, and sidewalks shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may temporarily suspend maintenance requirements or request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or may suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions within the project areas.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal, shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a monthly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point of Contact. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each monthly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.

B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.

C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

D. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a pH and nutrient balanced soil.

G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each

Monday. The report must specify the date, location, and all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

XI. QUALITY CONTROL, PENALTIES FOR NON-COMPLIANCE/NON-PERFORMANCE

Report Submission: A weekly report for work completed (M-F and possibly Saturday) will be submitted to the City by 12pm on the first business day of the following week.

City Staff Inspection: During the morning of the first business day of the week, City staff will inspect the project areas and will document, measure and/or photograph any deficiencies (work not completed per the contract schedule or any aspects of the work that do not meet contractual specifications or standards) found and will compare those findings with the contractor's submitted report.

Communication of Inconsistencies: Inconsistencies between staff's field inspection and the submitted report will be communicated to the contractor via email (sent with delivery and read confirmation to all known contractor emails) by the close of business on the first business day (cc'ing the City Manager and City Attorney) or as soon as possible thereafter.

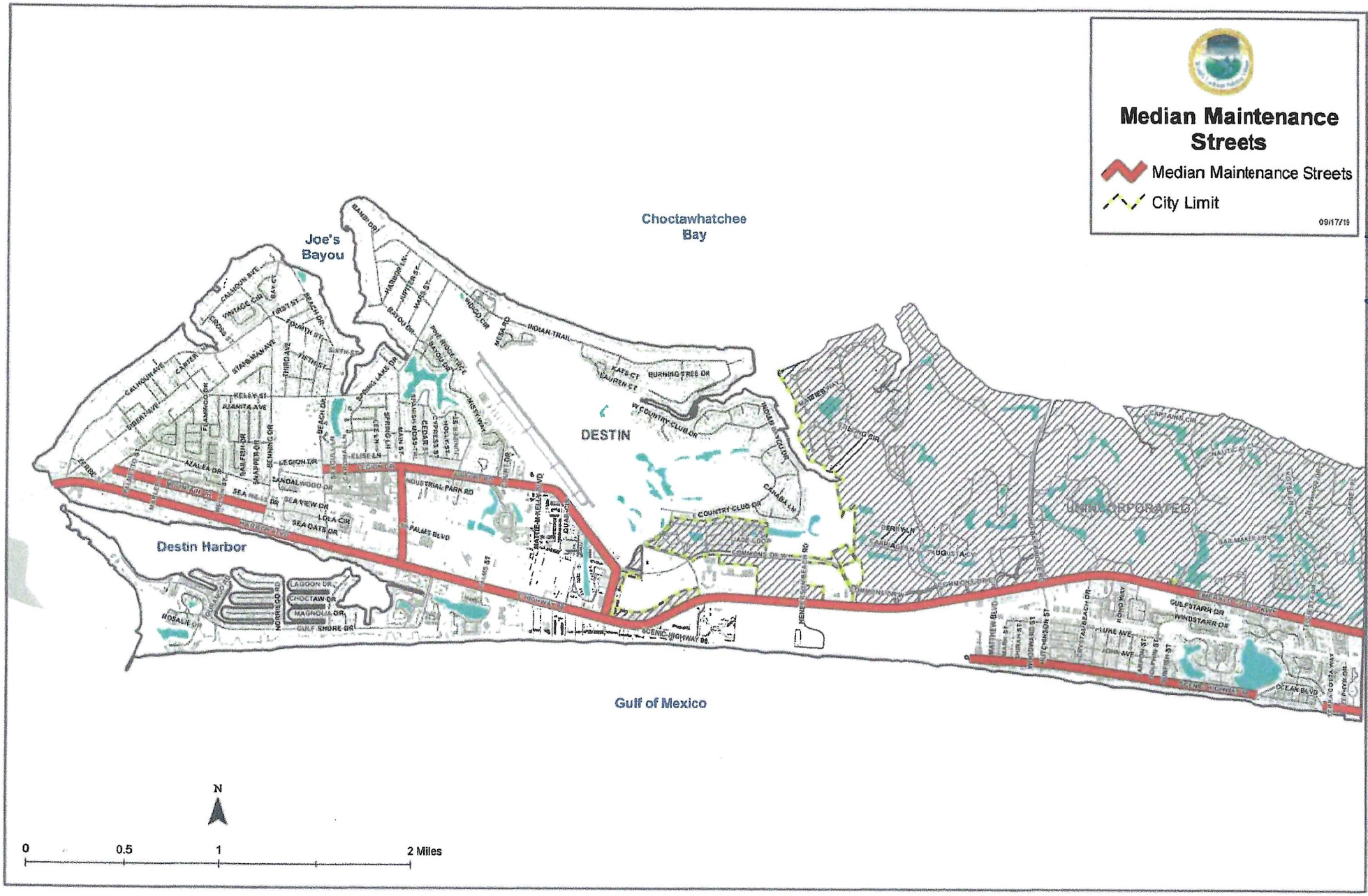
Corrective Actions: The contractor will have 48 hours to complete corrective actions (those activities required to rectify noted deficiencies to contractual standards). Additional time may be provided by the Public Works Department for issues like inclement weather, holidays, etc. Any additional time allotted will be communicated in writing.

Revised Report: Once corrective actions have been completed, a revised weekly report will then be required from the contractor.

Penalties for Non-Compliance: Failure to perform the necessary corrective actions within the 48 (or City permitted) hours allotted will result in non-payment for that zone for that week. The City reserves the right to enforce penalties for non-compliance as noted above, in accordance with applicable laws and contractual agreements.

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES, & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow (weekly for 8 months, bi-weekly for 4 months)	44
Edge (Bed lines), bi-weekly	26
Edge (Hardlines), same as mowing. *Must meet FDOT requirements*, includes front and back of sidewalks	44
Monofilament Trim, same as mowing	44
Bed Weed Control	Quarterly (Feb, May, August, November)
Shrub/Groundcover Trim *Must meet FDOT requirements*	Quarterly
Tree Pruning *Must meet current FDOT requirements*	Annually, per FDOT Requirements
Palm Pruning *Must meet current FDOT requirements, no carrot topping*	Annually
Debris Policing and Disposal (all Properties)	Same as mowing
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	As needed
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Quarterly (Feb, May, August, November)
Turf Weed Control	Quarterly (Feb, May, August, November)
Overseed	n/a


Median Maintenance Streets
Median Maintenance Streets
City Limit
09/17/19
Choctawhatchee Bay
Joe's Bayou
DESTIN
UNINCORPORATED
Destin Harbor
Gulf of Mexico
INDIAN TRAIL
BURNING TREE DR
W COUNTRY CLUB DR
COUNTRY CLUB DR
INDUSTRIAL PARK RD
PALMS BLVD
HARBOR BLVD
SCENIC HIGHWAY 98
HENRY BECK BEACH RD
LEGION DR
SANDALWOOD DR
SEA VIEW DR
LOLA CIR
SEA OATS DR
LAGOON DR
CHOCTAW DR
MAGNOLIA DR
GULF SHORE DR
ROSALIE DR
AZALEA DR
CALHOUN AVE
KELLY ST
JUANITA AVE
FOURTH ST
FIFTH ST
BEACH DR
STANDMAN AVE
THIRD AVE
MISTY WAY
CYPRESS ST
HOLLY ST
SPRING LAKE DR
BAYOU DR
HARBOR PL
JUPITER ST
MARS ST
INDIGO DR
MESA RD
KATE CT
LAUREN CT
HOMER ELLIOTT
CAMBALEM
CAPTAINS CIR
SAIL MAKER LN
GULFSTARR DR
WINDSTARR DR
SURF AVE
JOHN AVE
OCEAN BLVD
N
0
0.5
1
2 Miles

Budget Impact

	0154183-546001 GF Medians-Maintenance	10254183-546001 TC CRA Median-Maintenance	11054183-546001 Harbor CRA Median-Maintenance	0151324-546000 GF Facilities-Maintenance	0153950-546000 Cemetery - Maintenance	0157180-546000 Library - Maintenance	0157283-546000 Parks - Maintenance	12254500-546000 Parking-Maintenance	TOTAL
FY 25 Adopted Budget*	$ 331,360	$ 80,724	$ 32,290	$ -					$ 444,374
Budget Transfers	-	-	-	-	-	-	-	-	-
Revised Budget	331,360	80,724	32,290	-	-	-	-	-	444,374
Previous Expenses/Encumbrances	(16,420)	-	-	-	-	-	-	-	(16,420)
Available Program Budget	314,940	80,724	32,290	-	-	-	-	-	427,954
This Agreement +(-)	(125,817)	(51,155)	(33,463)	(23,105)	(47,111)	(7,258)	(13,661)	(3,126)	(304,694)
FY 25 Remaining Program Budget	$ 189,123	$ 29,569	$ (1,173)	$ (23,105)	$ (47,111)	$ (7,258)	$ (13,661)	$ (3,126)	$ 123,260

12/16/2024 regular council meeting
Gulf Coast Environmental $304,694

Jan - Dec 2025

PO Line#		Unit Price	qty	unit	Net Price	ORG	ORG Desc	Sum by ORG	
	MEDIAN MAINTENANCE								
1	Harbor Blvd (Marler Bridge to Airport Rd)	$ 2,108.81	12	MO	$ 25,305.75	10255231	Town Center CRA		
1	Harbor Blvd (Marler Bridge to Airport Rd)	$ 2,108.81	12	MO	$ 25,305.75	11055235	Harbor CRA		
2	US 98 (Airport Rd to Matthew Blvd)	$ 3,141.75	12	MO	$ 37,701.00	0154183	Gen Medians	0151324	23,104.75
3	US 98 (Matthew Blvd to Kel-Wen)	$ 1,326.54	12	MO	$ 15,918.50	0154183	Gen Medians	0153950	47,110.50
4	US 98 (Kel-Wen Circle to Walton County)	$ 1,694.96	12	MO	$ 20,339.50	0154183	Gen Medians	0154183	125,817.00
5	Mountain Dr	$ 679.79	12	MO	$ 8,157.50	11055235	Harbor CRA	0157180	7,257.75
6	Main Street	$ 573.92	12	MO	$ 6,887.00	10255231	Town Center CRA	0157283	13,660.50
7	Legion Dr	$ 231.08	12	MO	$ 2,773.00	10255231	Town Center CRA	10255231	51,154.75
8	Airport Road	$ 1,349.08	12	MO	$ 16,189.00	10255231	Town Center CRA	11055235	33,463.25
9	Scenic 98 (Matthew Blvd to Walton County)	$ 1,172.63	12	MO	$ 14,071.50	0154183	Gen Medians	12254500	3,125.50
	OTHER PROPERTY LANDSCAPING								304,694.00
10	Commons Drive	$ 1,542.00	12	MO	$ 18,504.00	0154183	Gen Medians		
11	Mattie Kelly Arts Property	$ 1,138.38	12	MO	$ 13,660.50	0157283	Parks		
12	City Hall, Annex, Destin Fishing Museum	$ 1,925.40	12	MO	$ 23,104.75	0151324	Gen Facilities Maint		
13	Destin Cemetery	$ 3,925.88	12	MO	$ 47,110.50	0153950	Cemetery		
14	Destin Public Library	$ 604.81	12	MO	$ 7,257.75	0157180	Library		
15	Marler St Parking Lot	$ 260.46	12	MO	$ 3,125.50	12254500	Parking Fund		
16	Second Application of Pine Straw	$ 19,282.50	1	YR	$ 19,282.50	0154183	Gen Medians		
		$ 43,066.79			$ 304,694.00				

Original

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 24-04-PW

MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

City of Destin, Florida
October 1, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: JB

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. Completed bid form (Exhibit A)
2. Statement of Qualifications, Experience & Availability (narrative)
3. Proof of required Workman's Compensation Insurance documents
4. Completed W-9 [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
5. Bid Packet initialed on ALL pages.
6. Proof of adequate liability insurance
7. Copy of State license (if required for job)
8. Copy of City license (if business office is located in Destin) N/A
9. Completed Public Entity Crimes Form (Exhibit B)
10. Completed Drug Free Form (Exhibit C)
11. Addenda (if applicable)
12. Three References - Minimum
13. Other documents as requested in bid package

Initials of Bidder: JB

Bay's Lawn and Landscaping is locally owned and operated by businessman James Bay. Bay's Lawn and Landscaping has been proudly serving the Northwest Florida area since 1996. We have been nominated and won 4 years in a row emerald coast finest landscaping. Bay's Lawn and Landscaping takes great pride in all that we do and will always leave your lawn better than we found it.

We have done numerous jobs here in our local community with FNBT Bank, numerous local housing associations such as Newport Subdivision and Emerald Gardens, along with numerous jobs with The City of Fort Walton Beach. We have built a reputation for excellence and reliability in the community.

References:

1. City Of Fort Walton Beach Giuliana Scott 850-833-9523
2. Fort Walton Beach Housing Authority Marisel 850-357-1341
3. FNBT Bank Bob Shirley 850-598-3057

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2024

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

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

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED	INSURER B:	
BAY ENTERPRISES OF NW FLA, INC. 317 SEMINOLE ST FORT WALTON BEACH, FL 32547-2962	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 27** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	6151885	06/07/2024	06/07/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS & COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	6151885	06/07/2024	06/07/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1834959	06/07/2024	06/07/2025	[X] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

CITY OF DESTIN
4200 INDIAN BAYOU TRL
DESTIN, FL 32541-4305

27 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nicholas R. Zaver

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2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 30, 2024
Secretary of State
5301188012CC

DOCUMENT# P01000013929

Entity Name: BAY ENTERPRISES OF NW FLA, INC.

Current Principal Place of Business:

317 SEMINOLE ST
FORT WALTON BEACH, FL 32547

Current Mailing Address:

317 SEMINOLE ST
FORT WALTON BEACH, FL 32547 US

FEI Number: 59-3706345

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

BAY, JAMES E.
317 SEMINOLE ST
FORT WALTON BEACH, FL 32547 US

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

SIGNATURE: JAMES E. BAY 04/30/2024
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	D	Title	D
Name	BAY, JAMES E.	Name	BAY, BETH A
Address	317 SEMINOLE ST	Address	962 DON DR
City-State-Zip:	FORT WALTON BEACH FL 32547	City-State-Zip:	FORT WALTON BEACH FL 32547

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

SIGNATURE: JAMES BAY OWNER 04/30/2024
Electronic Signature of Signing Officer/Director Detail — Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

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

James Bay

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

Bay Enterprises of NW Fla INC.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.

317 Seminole Street

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Walton Beach, Fl 32547

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	3	7	0	6	3	4	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** [signature] **Date** 11/4/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals, not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way and grounds maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids 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 **"RFB No. 24-04-PW, MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder,** no later than 2:00 p.m. CT, on Thursday November 7, 2024, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

I. **PURPOSE:** The purpose of RFB No. 24-04-PW is to secure sealed Bids for providing right of way and grounds maintenance services for city-owned/controlled properties.

II. **SCOPE OF WORK:** The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.

III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

A. Completed Bid Form (Exhibit A)

B. Statements of Qualification, Experience and Availability (narrative)

C. Copies of required Insurance Documents

D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.

E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)

F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)

G. Other documents as required by this Bid Solicitation

H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above-listed mandatory information can result in the elimination of the Bid from consideration.

IV. **INSTRUCTION TO RESPONDENTS**

A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 7, 2024, no later than 2:00 P.M. (CT).** All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (7) days prior

to the submittal deadline.

D. If any addendums are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.

F. ***Provide One (1) original, so designated, six (5) copies (for a total of seven (6) printed submissions)*** and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of October 1, 2024
Last Day for Questions to be Submitted	October 31, 2024
Due Date/Bid Opening	November 7, 2024
Tentative Date - Bid Committee Evaluation	November 14, 2024
Tentative Date - City Council Meeting	December 2, 2024
Tentative Date- Notice of Award	Week of December 2, 2024
Tentative Date -Execution of Contract	Week of December 9, 2024
Tentative Date- Notice to Proceed	Week of December 9, 2024
Tentative Day 1 of Contract	January 1, 2025

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a contractor with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must provide business licensure information and/or certificates.

Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements.** Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-04-PW may be directed to the individuals below:

For Technical Questions	OR	For Administrative Questions
Michael Burgess, Public Works Dir.		Rey Bailey, City Clerk
City of Destin		City of Destin
4200 Indian Bayou Trail		4200 Indian Bayou Trail
Destin, Florida 32541		Destin, Florida 32541
(850) 837-6869		(850) 837-4242
mburgess@cityofdestin.com		rbailey@cityofdestin.com

I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of $1,000,000 combined single limit and Vehicle Liability Insurance in the amount of $500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the 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. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: Bay Enterprises of NW FLA INC.

Address: 317 Seminole Street

City & State: Fort Walton Beach, FL Zip Code: 32547

Telephone: (850) 864-5296 Fax: ( )

Number of Years in Business: 28 years Email: BaysOffice@gmail.com

PART II *Bidding RFB No. 24-04-PW, Miscellaneous Right-of-Way Maintenance Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. TURF MAINTENANCE

A. LITTER REMOVAL

All areas to be maintained as part of this contract shall be policed for litter prior to mowing per the provided schedule in Exhibit A (Monday thru Friday, Saturdays are allowed if weather prevents Monday-Friday service). In addition, all litter will be removed prior to mowing.

B. MOWING

Turf shall be cut on a weekly basis at a height of 2.5-3.0 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 2.5 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Initials of Bidder: JB

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

C. EDGING

Contractor shall be responsible for edging all curbs and sidewalks (both edges) on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf/hardlines and turf/bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices to include vegetation growing in the joints of any concrete.

E. TURF FERTILIZATION

Contractor shall have the full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical, and/or chemical methods per the mowing schedule to ensure that all turf areas have a maintained weed free appearance. Chemical applications of weed killer shall be quarterly.

G. ANT CONTROL

Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been eliminated.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper soil pHs as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

J. WATERING

Contractor shall be responsible for damage to items to include residential and city-owned sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structural pruning should be performed annually during the dormant months (winter hard pruning). Structural pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old/dead wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and produce an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this pruning if conditions present itself and the contractor has received authorization by the City. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State (FDOT) and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas per the mowing schedule by mechanical, physical and/or chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines. Chemical treatment for weeds in beds shall be quarterly.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and bases of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly, Tree-form Oleanders and others. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed the contractor is responsible for adjusting improper pHs (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

E. **WATER**

NOTE: See section VII, Irrigation Systems.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

A. Contractor will be responsible for one complete application of grade A pine straw mulch which will occur in the month of February. Pine straw is to be spread at a minimum depth of 3 inches, such that none of the old or previously laid mulch is visible. The cost table provided requests pricing for an additional pine straw application that would occur in September.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. **TRENCHING**

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. **CLEAN UP PROCEDURES**

As a part of each maintenance visit, a general clean-up program will occur. The clean-up program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris prior to mowing. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed after mowing and edging have been completed. This will encompass complete removal of weeds at curbs, pavement lines, sidewalks, storm sewer inlets, and any other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

B. WEED CONTROL

All parking lot areas, roadside curb and gutters, and sidewalks shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may temporarily suspend maintenance requirements or request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or may suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions within the project areas.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal, shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a monthly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point of Contact. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each monthly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.

B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.

C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

D. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a pH and nutrient balanced soil.

G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each

Monday. The report must specify the date, location, and all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

XI. QUALITY CONTROL, PENALTIES FOR NON-COMPLIANCE/NON-PERFORMANCE

Report Submission: A weekly report for work completed (M-F and possibly Saturday) will be submitted to the City by 12pm on the first business day of the following week.

City Staff Inspection: During the morning of the first business day of the week, City staff will inspect the project areas and will document, measure and/or photograph any deficiencies (work not completed per the contract schedule or any aspects of the work that do not meet contractual specifications or standards) found and will compare those findings with the contractor's submitted report.

Communication of Inconsistencies: Inconsistencies between staff's field inspection and the submitted report will be communicated to the contractor via email (sent with delivery and read confirmation to all known contractor emails) by the close of business on the first business day (cc'ing the City Manager and City Attorney) or as soon as possible thereafter.

Corrective Actions: The contractor will have 48 hours to complete corrective actions (those activities required to rectify noted deficiencies to contractual standards). Additional time may be provided by the Public Works Department for issues like inclement weather, holidays, etc. Any additional time allotted will be communicated in writing.

Revised Report: Once corrective actions have been completed, a revised weekly report will then be required from the contractor.

Penalties for Non-Compliance: Failure to perform the necessary corrective actions within the 48 (or City permitted) hours allotted will result in non-payment for that zone for that week. The City reserves the right to enforce penalties for non-compliance as noted above, in accordance with applicable laws and contractual agreements.

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES, & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow (weekly for 8 months, bi-weekly for 4 months)	44
Edge (Bed lines), bi-weekly	26
Edge (Hardlines), same as mowing. *Must meet FDOT requirements*, includes front and back of sidewalks	44
Monofilament Trim, same as mowing	44
Bed Weed Control	Quarterly (Feb, May, August, November)
Shrub/Groundcover Trim *Must meet FDOT requirements*	Quarterly
Tree Pruning *Must meet current FDOT requirements*	Annually, per FDOT Requirements
Palm Pruning *Must meet current FDOT requirements, no carrot topping*	Annually
Debris Policing and Disposal (all Properties)	Same as mowing
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	As needed
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Quarterly (Feb, May, August, November)
Turf Weed Control	Quarterly (Feb, May, August, November)
Overseed	n/a

BID SHEET SUBMITTED BY:

Bays Enterprises of NW FLA INC.

Name of Company Submitting Bid

Section I *(List your proposed cost (bid) for each of the items listed as well as the total for all.) A map of the sections of the roadways to be maintained is included in this packet. The portion of Commons Drive from Indian Bayou Trail to Airport is not included in the attached map as its inclusion in the final contract will be reviewed and approved by the City Manager.*

Zone	Zone Description	Annual Cost (bid)
1	**HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD):** aka US98, this includes all landscaped medians and FDOT ROW.	$ 40,214.00
2	**US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 40,214.00
3	**US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 40,214.00
4	**US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 40,214.00
5	**MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all roadside ROWs and the roundabout at the intersection of Mountain Drive and Benning Drive.	$ 5,720.00
6	**MAIN STREET:** From Harbor Blvd/US 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the median in front of the American Legion. This includes all medians and all roadside ROWs.	$ 11,440.00
7	**LEGION DRIVE:** From Main Street to Beach Drive to include the single median and all roadside ROWs.	$ 4,290.00
8	**AIRPORT ROAD:** From US98 to Main Street to include all medians, and all roadside ROWs.	$ 46,760.00
9	**SCENIC HIGHWAY 98:** (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROWs, and all City owned parallel and off-street parking areas along Scenic Hwy 98.	$ 40,214.00

Initials of Bidder: JB

10	**COMMONS DRIVE:** From Airport Road to Indian Bayou Trail. Includes both roadway shoulders and swales.	$ 17,160.00
11	**MATTIE KELLY ARTS PROPERTY:** 4323 Commons Drive W, approximately 6 acres. Vegetated Parking, Event Area and building surrounds.	$ 45,760.00
12	**CITY HALL, CITY HALL ANNEX, & DESTIN HISTORY & FISHING MUSEUM**, all grounds.	$ 48,620.00
13	**DESTIN CEMETERY**, upper and lower lots, includes weed/grass trimming around fence lines and all headstones, monuments, and markers.	$ 14,300.00
14	**DESTIN PUBLIC LIBRARY**, 150 Sibert Ave	$ 11,440.00
15	**MARLER STREET PARKING LOT**, 285 Harbor Blvd	$ 11,440.00
	Second Application of Pine Straw in September of each year (all serviced zones)	$ 45,000.00
	Total (to include 2nd Pine Straw Application)	$ 462,000.00

Initials of Bidder: JB

Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.

B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

$ 95.00 Per staff hour worked

C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 20 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

James Bay owner

Bid Authorized By (Name and Title)

Authorized Signature:

Date: 11 / 0 / 24

END OF EXHIBIT A

Initials of Bidder: JB

EXHIBIT B

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 for **RFB 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE**.

2. This sworn statement is submitted by Bay Enterprises of NW FLA whose business address is:

317 Seminole Street Fort Walton Beach, FL 32547

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3706345.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is James Bay and my relationship to the entity named above is: owner.

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:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 n 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.)

Authorized Signature

11 / 6 / 24

Date

STATE OF FLORIDA, COUNTY OF Florida

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 6 day of November, 2024, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires:

ANDREA GRISWOLD
MY COMMISSION #HH301657
EXPIRES: AUG 17, 2026
Bonded through 1st State Insurance

Andrea Griswold
11/6/24

Initials of Bidder: JB

EXHIBIT C

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 contractual services that are under this bid a copy of the statement specified in item 1 above.

4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: J E Bay

DATE: 11/20/24

COMPANY: Bay Enterprises of NW FLA

STREET ADDRESS: 317 Seminole Street

CITY, STATE: Fort Walton Beach, FL

Initials of Bidder: JB

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 24-04-PW

MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

City of Destin, Florida
October 1, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: CS

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. **Completed bid form (Exhibit A)**
2. **Statement of Qualifications, Experience & Availability (narrative)**
3. **Proof of required Workman's Compensation Insurance documents**
4. **Completed W-9** [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
5. **Bid Packet initialed on ALL pages.**
6. **Proof of adequate liability insurance**
7. **Copy of State license (if required for job)**
8. **Copy of City license (if business office is located in Destin)**
9. **Completed Public Entity Crimes Form (Exhibit B)**
10. **Completed Drug Free Form (Exhibit C)**
11. **Addenda (if applicable)**
12. **Three References - Minimum**
13. **Other documents as requested in bid package**

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals, not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way and grounds maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids 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 **"RFB No. 24-04-PW, MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder**, no later than 2:00 p.m. CT, on Thursday November 7, 2024, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

Initials of Bidder: CS

I. **PURPOSE:** The purpose of RFB No. 24-04-PW is to secure sealed Bids for providing right of way and grounds maintenance services for city-owned/controlled properties.

II. **SCOPE OF WORK:** The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.

III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

A. Completed Bid Form (Exhibit A)

B. Statements of Qualification, Experience and Availability (narrative)

C. Copies of required Insurance Documents

D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.

E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)

F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)

G. Other documents as required by this Bid Solicitation

H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above-listed mandatory information can result in the elimination of the Bid from consideration.

IV. INSTRUCTION TO RESPONDENTS

A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 7, 2024, no later than 2:00 P.M. (CT).** All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (7) days prior

to the submittal deadline.

D. If any addendums are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.

F. ***Provide One (1) original, so designated, six (5) copies (for a total of seven (6) printed submissions)*** and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of October 1, 2024
Last Day for Questions to be Submitted	October 31, 2024
Due Date/Bid Opening	November 7, 2024
Tentative Date - Bid Committee Evaluation	November 14, 2024
Tentative Date - City Council Meeting	December 2, 2024
Tentative Date- Notice of Award	Week of December 2, 2024
Tentative Date -Execution of Contract	Week of December 9, 2024
Tentative Date- Notice to Proceed	Week of December 9, 2024
Tentative Day 1 of Contract	January 1, 2025

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a contractor with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must provide business licensure information and/or certificates.

Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements.** Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

Initials of Bidder: GS

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-04-PW may be directed to the individuals below:

For Technical Questions
Michael Burgess, Public Works Dir.
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-6869
mburgess@cityofdestin.com

OR

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of $1,000,000 combined single limit and Vehicle Liability Insurance in the amount of $500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the City Certificates of insurance which shall include a provision that such insurance shall not be

Initials of Bidder: CS

cancelled, or coverage reduced, without at least 30 days written notice to the City. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: Progreen Lawn LLC

Address: 508 Georgia Ave

City & State: Lynn Haven FL Zip Code: 32444

Telephone: (850) 596 - 0143 Fax: ( ) N/A

Number of Years in Business: 16 Email: progreenLLC@icloud.com

PART II *Bidding RFB No. 24-04-PW, Miscellaneous Right-of-Way Maintenance Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. TURF MAINTENANCE

A. LITTER REMOVAL

All areas to be maintained as part of this contract shall be policed for litter prior to mowing per the provided schedule in Exhibit A (Monday thru Friday, Saturdays are allowed if weather prevents Monday-Friday service). In addition, all litter will be removed prior to mowing.

B. MOWING

Turf shall be cut on a weekly basis at a height of 2.5-3.0 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 2.5 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

C. EDGING

Contractor shall be responsible for edging all curbs and sidewalks (both edges) on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf/hardlines and turf/bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices to include vegetation growing in the joints of any concrete.

E. TURF FERTILIZATION

Contractor shall have the full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical, and/or chemical methods per the mowing schedule to ensure that all turf areas have a maintained weed free appearance. Chemical applications of weed killer shall be quarterly.

G. ANT CONTROL

Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been eliminated.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper soil pHs as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

J. WATERING

Contractor shall be responsible for damage to items to include residential and city-owned sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structural pruning should be performed annually during the dormant months (winter hard pruning). Structural pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old/dead wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and produce an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this pruning if conditions present itself and the contractor has received authorization by the City. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State (FDOT) and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas per the mowing schedule by mechanical, physical and/or chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines. Chemical treatment for weeds in beds shall be quarterly.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and bases of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly, Tree-form Oleanders and others. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed the contractor is responsible for adjusting improper pHs (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

E. WATER

NOTE: See section VII, Irrigation Systems.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

A. Contractor will be responsible for one complete application of grade A pine straw mulch which will occur in the month of February. Pine straw is to be spread at a minimum depth of 3 inches, such that none of the old or previously laid mulch is visible. The cost table provided requests pricing for an additional pine straw application that would occur in September.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. TRENCHING

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. CLEAN UP PROCEDURES

As a part of each maintenance visit, a general clean-up program will occur. The clean-up program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris prior to mowing. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed after mowing and edging have been completed. This will encompass complete removal of weeds at curbs, pavement lines, sidewalks, storm sewer inlets, and any other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

B. WEED CONTROL

All parking lot areas, roadside curb and gutters, and sidewalks shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may temporarily suspend maintenance requirements or request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or may suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions within the project areas.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal, shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a monthly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point of Contact. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each monthly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.

B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.

C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

D. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a pH and nutrient balanced soil.

G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each

Monday. The report must specify the date, location, and all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

XI. QUALITY CONTROL, PENALTIES FOR NON-COMPLIANCE/NON-PERFORMANCE

Report Submission: A weekly report for work completed (M-F and possibly Saturday) will be submitted to the City by 12pm on the first business day of the following week.

City Staff Inspection: During the morning of the first business day of the week, City staff will inspect the project areas and will document, measure and/or photograph any deficiencies (work not completed per the contract schedule or any aspects of the work that do not meet contractual specifications or standards) found and will compare those findings with the contractor's submitted report.

Communication of Inconsistencies: Inconsistencies between staff's field inspection and the submitted report will be communicated to the contractor via email (sent with delivery and read confirmation to all known contractor emails) by the close of business on the first business day (cc'ing the City Manager and City Attorney) or as soon as possible thereafter.

Corrective Actions: The contractor will have 48 hours to complete corrective actions (those activities required to rectify noted deficiencies to contractual standards). Additional time may be provided by the Public Works Department for issues like inclement weather, holidays, etc. Any additional time allotted will be communicated in writing.

Revised Report: Once corrective actions have been completed, a revised weekly report will then be required from the contractor.

Penalties for Non-Compliance: Failure to perform the necessary corrective actions within the 48 (or City permitted) hours allotted will result in non-payment for that zone for that week. The City reserves the right to enforce penalties for non-compliance as noted above, in accordance with applicable laws and contractual agreements.

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES, & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow (weekly for 8 months, bi-weekly for 4 months)	44
Edge (Bed lines), bi-weekly	26
Edge (Hardlines), same as mowing. *Must meet FDOT requirements*, includes front and back of sidewalks	44
Monofilament Trim, same as mowing	44
Bed Weed Control	Quarterly (Feb, May, August, November)
Shrub/Groundcover Trim *Must meet FDOT requirements*	Quarterly
Tree Pruning *Must meet current FDOT requirements*	Annually, per FDOT Requirements
Palm Pruning *Must meet current FDOT requirements, no carrot topping*	Annually
Debris Policing and Disposal (all Properties)	Same as mowing
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	As needed
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Quarterly (Feb, May, August, November)
Turf Weed Control	Quarterly (Feb, May, August, November)
Overseed	n/a

Initials of Bidder: CS

BID SHEET SUBMITTED BY:

Progreen Lawn LLC
Name of Company Submitting Bid

Section I *(List your proposed cost (bid) for each of the items listed as well as the total for all.) A map of the sections of the roadways to be maintained is included in this packet. The portion of Commons Drive from Indian Bayou Trail to Airport is not included in the attached map as its inclusion in the final contract will be reviewed and approved by the City Manager.*

Zone	Zone Description	Annual Cost (bid)
1	**HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD):** aka US98, this includes all landscaped medians and FDOT ROW.	$ 23,009.41
2	**US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 23,009.41
3	**US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 23,009.41
4	**US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 23009.41
5	**MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all roadside ROWs and the roundabout at the intersection of Mountain Drive and Benning Drive.	$ 23,009.41
6	**MAIN STREET:** From Harbor Blvd/US 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the median in front of the American Legion. This includes all medians and all roadside ROWs.	$ 23,009.41
7	**LEGION DRIVE:** From Main Street to Beach Drive to include the single median and all roadside ROWs.	$ 23,009.41
8	**AIRPORT ROAD:** From US98 to Main Street to include all medians, and all roadside ROWs.	$ 23009.41
9	**SCENIC HIGHWAY 98**: (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROWs, and all City owned parallel and off-street parking areas along Scenic Hwy 98.	$ 23009.41

Initials of Bidder: CS

10	**COMMONS DRIVE:** From Airport Road to Indian Bayou Trail. Includes both roadway shoulders and swales.	$ 23009.41
11	**MATTIE KELLY ARTS PROPERTY:** 4323 Commons Drive W, approximately 6 acres. Vegetated Parking, Event Area and building surrounds.	$ 49445.00
12	**CITY HALL, CITY HALL ANNEX, & DESTIN HISTORY & FISHING MUSEUM,** all grounds.	$ 54497.96
13	**DESTIN CEMETERY,** upper and lower lots, includes weed/grass trimming around fence lines and all headstones, monuments, and markers.	$ 38.434.88
14	**DESTIN PUBLIC LIBRARY,** 150 Sibert Ave	$ 13962.96
15	**MARLER STREET PARKING LOT,** 285 Harbor Blvd	$ 7,362.52
	Second Application of Pine Straw in September of each year (all serviced zones)	$ 12,129.50
	Total (to include 2nd Pine Straw Application)	$ 405,926.23

Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.

B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

$ 125.00 Per staff hour worked

C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus N/A %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

Chris Soares Owner

Bid Authorized By (Name and Title)

Authorized Signature:

Date: 11 / 06 / 2024

END OF EXHIBIT A

Initials of Bidder: CS

EXHIBIT B

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 for **RFB 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE.**

2. This sworn statement is submitted by Progreen Lawn LLC whose business address is:

508 Georgia Ave Lynn Haven FL 32444

and (if applicable) Federal Employer Identification Number (FEIN) is 47-3832499.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Chris Scalles and my relationship to the entity named above is: Owner.

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:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 n management of an entity.

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

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

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

____ 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.)

V _____

Authorized Signature

11 / 06 / 2024

Date

STATE OF FLORIDA, COUNTY OF Bay

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 2024, and is personally known to me, or has provided FL DL as identification.

Notary Public My Commission expires:

Catherine A. Ross

Catherine A. Ross

CATHERINE A. ROSS
MY COMMISSION # HH 498908
EXPIRES: March 3, 2028

Initials of Bidder: CS

EXHIBIT C

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 contractual services that are under this bid a copy of the statement specified in item 1 above.

4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: _____

DATE: 11.06.24

COMPANY: Progreen lawn LLC

STREET ADDRESS: 568 Georgia Ave

CITY, STATE: Lynn Haven FL 32444

Initials of Bidder: CS

Progreen lawn LLC references

Ami corporate food stores
- 850.624.8249
- 2017- Current

Covenant Christian Academy
- 850.769.9354
- 2017 - Current

Dr Charles Voorhis
- 850.832.2607
- 2023 - Current

Progreen is dedicated to transforming landscapes with our extensive experience of over 30 years in the industry. Our team specializes in a variety of services tailored to meet your needs, including:

- Landscape and lawn maintenance
- Irrigation system installation
- Sod installation and grading
- Land clearing
- Expert horticulture practices

We understand the importance of maintaining beautiful and functional outdoor spaces, and we're here to help. Our team is available six days a week to discuss your project and provide tailored solutions that align with your vision.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2024

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

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

PRODUCER Hutt Insurance Agency 3106 West 23rd St Panama City, FL 32405	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 850-769-4888 **FAX (A/C, No):** **E-MAIL ADDRESS:** info@huttinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** US Liability Insurance Company / 25895
INSURED Progreen Lawn, LLC John Mowat James Mowat 508 Georgia Ave. Lynn Haven, FL 32444	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GL 1224064	11/08/2024	11/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2024

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

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

PRODUCER J Kevin Campbell Agency P O Box 9435 Panama City Beach FL 32417	**CONTACT NAME:** Angela Cyrus **PHONE (A/C, No, Ext):** (800) 508-9126 **FAX (A/C, No):** (877) 234-6089 **E-MAIL ADDRESS:** office@workcompspecialists.com
INSURED Progreen Lawn LLC 508 Georgia Ave Lynn Haven FL 32444	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Florida Citrus, Business & Industries Fund 31259 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2432214824 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10668164	03/18/2024	03/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days' written notice to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER

Powerhouse Retail Services, LLC
812 S Crowley Rd, Ste A
Crowley TX 76036

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J. Kevin Campbell

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CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 24-04-PW

MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

City of Destin, Florida
October 1, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: _____

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. **Completed bid form (Exhibit A)**
2. **Statement of Qualifications, Experience & Availability (narrative)**
3. **Proof of required Workman's Compensation Insurance documents**
4. **Completed W-9** [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
5. **Bid Packet initialed on ALL pages.**
6. **Proof of adequate liability insurance**
7. **Copy of State license (if required for job)**
8. **Copy of City license (if business office is located in Destin)**
9. **Completed Public Entity Crimes Form (Exhibit B)**
10. **Completed Drug Free Form (Exhibit C)**
11. **Addenda (if applicable)**
12. **Three References - Minimum**
13. **Other documents as requested in bid package**

Initials of Bidder: _____

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals, not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way and grounds maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids 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 **"RFB No. 24-04-PW, MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder,** no later than 2:00 p.m. CT, on Thursday November 7, 2024, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

I. **PURPOSE:** The purpose of RFB No. 24-04-PW is to secure sealed Bids for providing right of way and grounds maintenance services for city-owned/controlled properties.

II. **SCOPE OF WORK:** The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.

III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

A. Completed Bid Form (Exhibit A)

B. Statements of Qualification, Experience and Availability (narrative)

C. Copies of required Insurance Documents

D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.

E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)

F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)

G. Other documents as required by this Bid Solicitation

H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above-listed mandatory information can result in the elimination of the Bid from consideration.

IV. **INSTRUCTION TO RESPONDENTS**

A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 7, 2024, no later than 2:00 P.M. (CT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (7) days prior

to the submittal deadline.

D. If any addendums are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.

F. ***Provide One (1) original, so designated, six (5) copies (for a total of seven (6) printed submissions)*** and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of October 1, 2024
Last Day for Questions to be Submitted	October 31, 2024
Due Date/Bid Opening	November 7, 2024
Tentative Date - Bid Committee Evaluation	November 14, 2024
Tentative Date - City Council Meeting	December 2, 2024
Tentative Date- Notice of Award	Week of December 2, 2024
Tentative Date -Execution of Contract	Week of December 9, 2024
Tentative Date- Notice to Proceed	Week of December 9, 2024
Tentative Day 1 of Contract	January 1, 2025

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a contractor with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must provide business licensure information and/or certificates.

Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements.** Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-04-PW may be directed to the individuals below:

For Technical Questions	OR	For Administrative Questions
Michael Burgess, Public Works Dir.		Rey Bailey, City Clerk
City of Destin		City of Destin
4200 Indian Bayou Trail		4200 Indian Bayou Trail
Destin, Florida 32541		Destin, Florida 32541
(850) 837-6869		(850) 837-4242
mburgess@cityofdestin.com		rbailey@cityofdestin.com

I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of $1,000,000 combined single limit and Vehicle Liability Insurance in the amount of $500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the 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. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: Rotolo Consultants Inc.

Address: 38001 Brownsvillage Rd.

City & State: Slidell, LA Zip Code: 70460

Telephone: (985) 643 - 2427 Fax: (985) 643 - 2691

Number of Years in Business: 55 Email: maintenance@rotoloconsultants.com

PART II *Bidding RFB No. 24-04-PW, Miscellaneous Right-of-Way Maintenance Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. TURF MAINTENANCE

A. LITTER REMOVAL

All areas to be maintained as part of this contract shall be policed for litter prior to mowing per the provided schedule in Exhibit A (Monday thru Friday, Saturdays are allowed if weather prevents Monday-Friday service). In addition, all litter will be removed prior to mowing.

B. MOWING

Turf shall be cut on a weekly basis at a height of 2.5-3.0 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 2.5 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

C. EDGING

Contractor shall be responsible for edging all curbs and sidewalks (both edges) on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf/hardlines and turf/bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices to include vegetation growing in the joints of any concrete.

E. TURF FERTILIZATION

Contractor shall have the full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical, and/or chemical methods per the mowing schedule to ensure that all turf areas have a maintained weed free appearance. Chemical applications of weed killer shall be quarterly.

G. ANT CONTROL

Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been eliminated.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper soil pHs as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

J. WATERING

Contractor shall be responsible for damage to items to include residential and city-owned sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structural pruning should be performed annually during the dormant months (winter hard pruning). Structural pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old/dead wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and produce an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this pruning if conditions present itself and the contractor has received authorization by the City. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State (FDOT) and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas per the mowing schedule by mechanical, physical and/or chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines. Chemical treatment for weeds in beds shall be quarterly.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and bases of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly, Tree-form Oleanders and others. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed the contractor is responsible for adjusting improper pHs (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

E. WATER

NOTE: See section VII, Irrigation Systems.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

A. Contractor will be responsible for one complete application of grade A pine straw mulch which will occur in the month of February. Pine straw is to be spread at a minimum depth of 3 inches, such that none of the old or previously laid mulch is visible. The cost table provided requests pricing for an additional pine straw application that would occur in September.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. TRENCHING

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. CLEAN UP PROCEDURES

As a part of each maintenance visit, a general clean-up program will occur. The clean-up program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris prior to mowing. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed after mowing and edging have been completed. This will encompass complete removal of weeds at curbs, pavement lines, sidewalks, storm sewer inlets, and any other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

B. WEED CONTROL

All parking lot areas, roadside curb and gutters, and sidewalks shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may temporarily suspend maintenance requirements or request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or may suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions within the project areas.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal, shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a monthly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point of Contact. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each monthly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.

B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.

C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

D. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a pH and nutrient balanced soil.

G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each

Monday. The report must specify the date, location, and all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

XI. QUALITY CONTROL, PENALTIES FOR NON-COMPLIANCE/NON-PERFORMANCE

Report Submission: A weekly report for work completed (M-F and possibly Saturday) will be submitted to the City by 12pm on the first business day of the following week.

City Staff Inspection: During the morning of the first business day of the week, City staff will inspect the project areas and will document, measure and/or photograph any deficiencies (work not completed per the contract schedule or any aspects of the work that do not meet contractual specifications or standards) found and will compare those findings with the contractor's submitted report.

Communication of Inconsistencies: Inconsistencies between staff's field inspection and the submitted report will be communicated to the contractor via email (sent with delivery and read confirmation to all known contractor emails) by the close of business on the first business day (cc'ing the City Manager and City Attorney) or as soon as possible thereafter.

Corrective Actions: The contractor will have 48 hours to complete corrective actions (those activities required to rectify noted deficiencies to contractual standards). Additional time may be provided by the Public Works Department for issues like inclement weather, holidays, etc. Any additional time allotted will be communicated in writing.

Revised Report: Once corrective actions have been completed, a revised weekly report will then be required from the contractor.

Penalties for Non-Compliance: Failure to perform the necessary corrective actions within the 48 (or City permitted) hours allotted will result in non-payment for that zone for that week. The City reserves the right to enforce penalties for non-compliance as noted above, in accordance with applicable laws and contractual agreements.

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES, & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow (weekly for 8 months, bi-weekly for 4 months)	44
Edge (Bed lines), bi-weekly	26
Edge (Hardlines), same as mowing. *Must meet FDOT requirements*, includes front and back of sidewalks	44
Monofilament Trim, same as mowing	44
Bed Weed Control	Quarterly (Feb, May, August, November)
Shrub/Groundcover Trim *Must meet FDOT requirements*	Quarterly
Tree Pruning *Must meet current FDOT requirements*	Annually, per FDOT Requirements
Palm Pruning *Must meet current FDOT requirements, no carrot topping*	Annually
Debris Policing and Disposal (all Properties)	Same as mowing
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	As needed
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Quarterly (Feb, May, August, November)
Turf Weed Control	Quarterly (Feb, May, August, November)
Overseed	n/a

BID SHEET SUBMITTED BY:

Rotolo Consultants, Inc.
Name of Company Submitting Bid

Section I *(List your proposed cost (bid) for each of the items listed as well as the total for all.) A map of the sections of the roadways to be maintained is included in this packet. The portion of Commons Drive from Indian Bayou Trail to Airport is not included in the attached map as its inclusion in the final contract will be reviewed and approved by the City Manager.*

Zone	Zone Description	Annual Cost (bid)
1	**HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD):** aka US98, this includes all landscaped medians and FDOT ROW.	$ 52,265.63
2	**US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 62,998.24
3	**US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 23,807.53
4	**US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 44,607.67
5	**MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all roadside ROWs and the roundabout at the intersection of Mountain Drive and Benning Drive.	$ 23,814.72
6	**MAIN STREET:** From Harbor Blvd/US 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the median in front of the American Legion. This includes all medians and all roadside ROWs.	$ 9,474.90
7	**LEGION DRIVE:** From Main Street to Beach Drive to include the single median and all roadside ROWs.	$ 5,463.13
8	**AIRPORT ROAD:** From US98 to Main Street to include all medians, and all roadside ROWs.	$ 29,110.27
9	**SCENIC HIGHWAY 98**: (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROWs, and all City owned parallel and off-street parking areas along Scenic Hwy 98.	$ 39,503.67

Initials of Bidder: BR

10	**COMMONS DRIVE:** From Airport Road to Indian Bayou Trail. Includes both roadway shoulders and swales.	$ 16,887.45
11	**MATTIE KELLY ARTS PROPERTY:** 4323 Commons Drive W, approximately 6 acres. Vegetated Parking, Event Area and building surrounds.	$ 21,125.21
12	**CITY HALL, CITY HALL ANNEX, & DESTIN HISTORY & FISHING MUSEUM,** all grounds.	$ 38,081.36
13	**DESTIN CEMETERY,** upper and lower lots, includes weed/grass trimming around fence lines and all headstones, monuments, and markers.	$ 20,810.92
14	**DESTIN PUBLIC LIBRARY,** 150 Sibert Ave	$ 19,008.11
15	**MARLER STREET PARKING LOT,** 285 Harbor Blvd	$ 9,174.77
	Second Application of Pine Straw in September of each year (all serviced zones)	$ 35,593.94
	Total (to include 2nd Pine Straw Application)	$ 451,774.52

Initials of Bidder: BR

Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.

B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

$ 65 Per staff hour worked

C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 10 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

Brian Rotolo, Chief Financial Officer

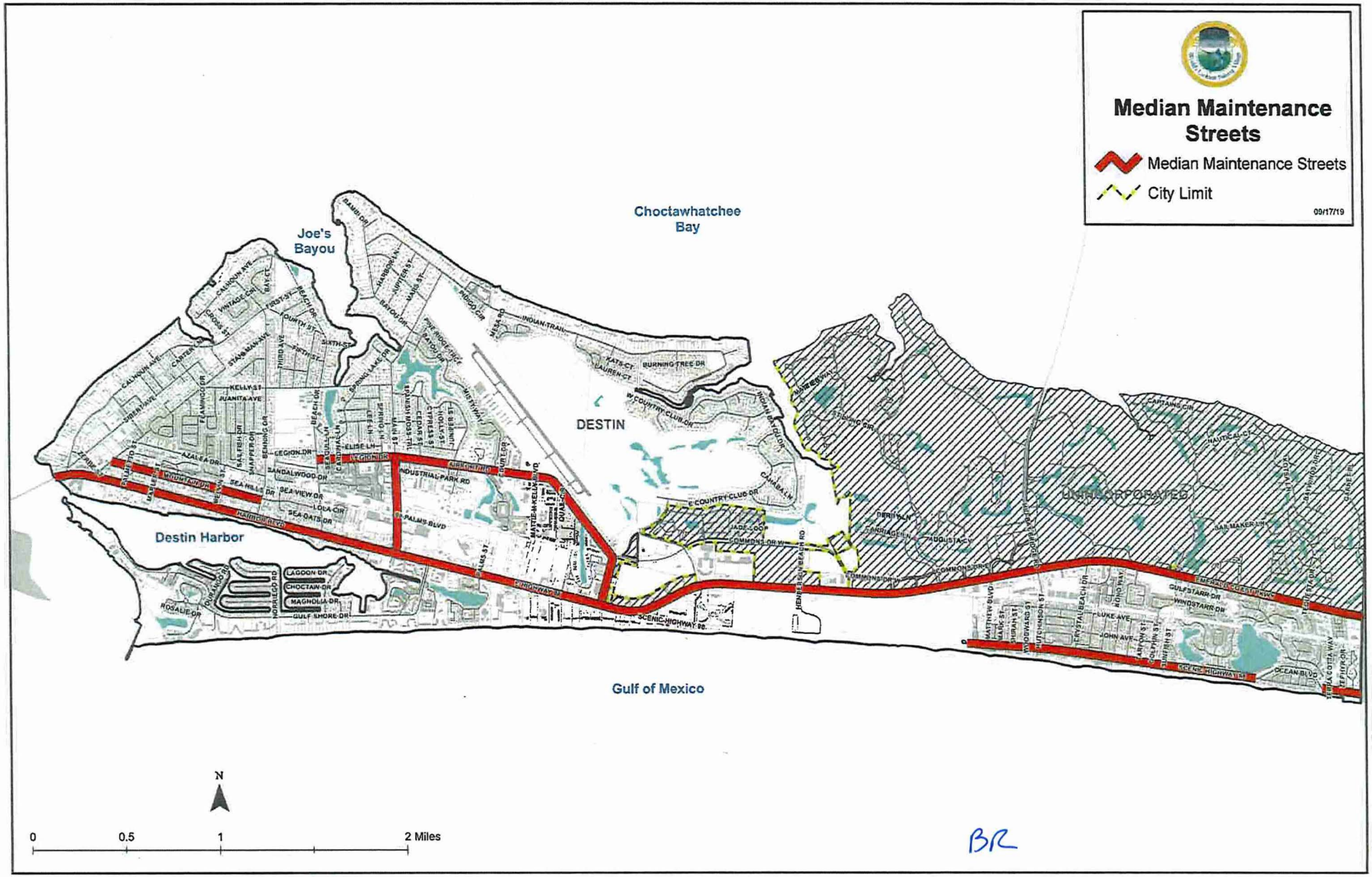
Bid Authorized By (Name and Title)

Authorized Signature:

Date: 11 / 5 / 2024

END OF EXHIBIT A

Initials of Bidder: BR


Median Maintenance Streets
Median Maintenance Streets
City Limit
09/17/19
Choctawhatchee Bay
Joe's Bayou
DESTIN
UNINCORPORATED
Destin Harbor
Gulf of Mexico
HIGHWAY 98
SCENIC HIGHWAY 98
INDUSTRIAL PARK RD
MATTIE KELLY BLVD
KELLY ST
JUANITA AVE
AZALEA DR
LEGION DR
SANDALWOOD DR
SEA HILLS DR
SEA VIEW DR
LOLA CIR
SEA OATS DR
PALMS BLVD
LAGOON DR
CHOCTAW DR
MAGNOLIA DR
GULF SHORE DR
ROSALIE DR
E COUNTRY CLUB DR
W COUNTRY CLUB DR
INDIAN TRAIL
BURNING TREE DR
HENDERSON BEACH RD
COMMONS DR
GULFSTARR DR
WINDSTARR DR
JOHN AVE
LUKE AVE
OCEAN BLVD
N
0
0.5
1
2 Miles

BR

EXHIBIT B

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 for **RFB 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE.**

2. This sworn statement is submitted by Brian Rotolo whose business address is:

38001 Brownsvillage Rd., Slidell, LA 70460

and (if applicable) Federal Employer Identification Number (FEIN) is 72-1285520.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Brian Rotolo and my relationship to the entity named above is: Chief Financial Officer.

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:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 n 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.)

_____
Authorized Signature

11 / 5 / 2024
Date

Initials of Bidder: BR

STATE OF ~~FLORIDA~~ LA, COUNTY OF St. Tammany Brian Rotolo

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 5th day of Nov, 2024, and is personally known to me, or has provided driver's license as identification.

Notary Public My Commission expires:

Julie C Flanagan
Notary Public #12204
St. Tammany Parish, LA
My Commission is for life

Initials of Bidder: BR

EXHIBIT C

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.

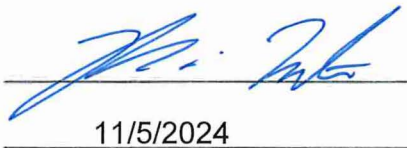
3. Give each employee engaged in providing contractual services that are under this bid a copy of the statement specified in item 1 above.

4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: 

DATE: 11/5/2024

COMPANY: Rotolo Consultants, Inc.

STREET ADDRESS: 38001 Brownsvillage Rd.

CITY, STATE: Slidell, LA 70460

Initials of Bidder: BR

ROTOLO CONSULTANTS, INC.

WWW. ROTOLOCONSULTANTS.COM

RCI

LANDSCAPE • MAINTENANCE • CONSTRUCTION

ROOTED IN TRADITION · GROWING THE FUTURE

Proposal Prepared For:
The City of Destin, FL

COMPANY MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the on-going spirit of partnership, we strive to provide a rewarding atmosphere for our team in order to produce outstanding results for our clients.

COMPANY CORE VALUES

Our core values are the key to our success and the reason our clients come back to us again and again, often asking for our senior team members and superintendents by name since 1978.

Integrity

We conduct our business with honesty, reliability and consistency in order to produce positive results for both our clients and our team members.

Creativity

We seek innovative solutions for clients via imaginative and unique approaches delivered impeccably by our team of industry professionals.

Passion

We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.

RCI STATISTICS

45+ years in business.

Recognized as one of the top 20 largest commercial landscape companies in the United States.



Currently operational in 20 cities in the southeast U.S.



1,200+ employees



1,000+ landscape maintenance clients



100+ current construction clients



300+ fleet

Over $15 million in owned equipment



Retention rate of over 95% on existing maintenance clients

SCOPE OF SERVICES

LANDSCAPE MANAGEMENT

- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance
- Chemicals/Horticultural Services
- ROW Maintenance
- Athletic Fields Management
- Landscape Assessments
- Mulch
- Annuals

CONSTRUCTION

- Hardscape
- Aquatics
- Design + Build
- Landscape & Irrigation
- Lighting
- Erosion Control
- Athletic Fields & Complexes
- Fencing
- Retaining Walls
- Hydro-Seed
- Drainage
- Signage

DESIGN + BUILD

- Land Planning & Landscape Architecture
- GIS Mapping & Presentations
- Grounds & Irrigation Assessments
- Landscape Master Planning
- Permit Documents
- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Landscape, Irrigation & LED Lighting Design

DISASTER RELIEF

- Property Assessments
- Demolition
- Pressure Washing & Decontamination
- Mold Remediation
- Roof Repairs
- Tree & Debris Removal
- Landscape/Aquatic/Hardscape Renovation & Emergency Repairs
- Temporary Housing
- Labor & Equipment Assists

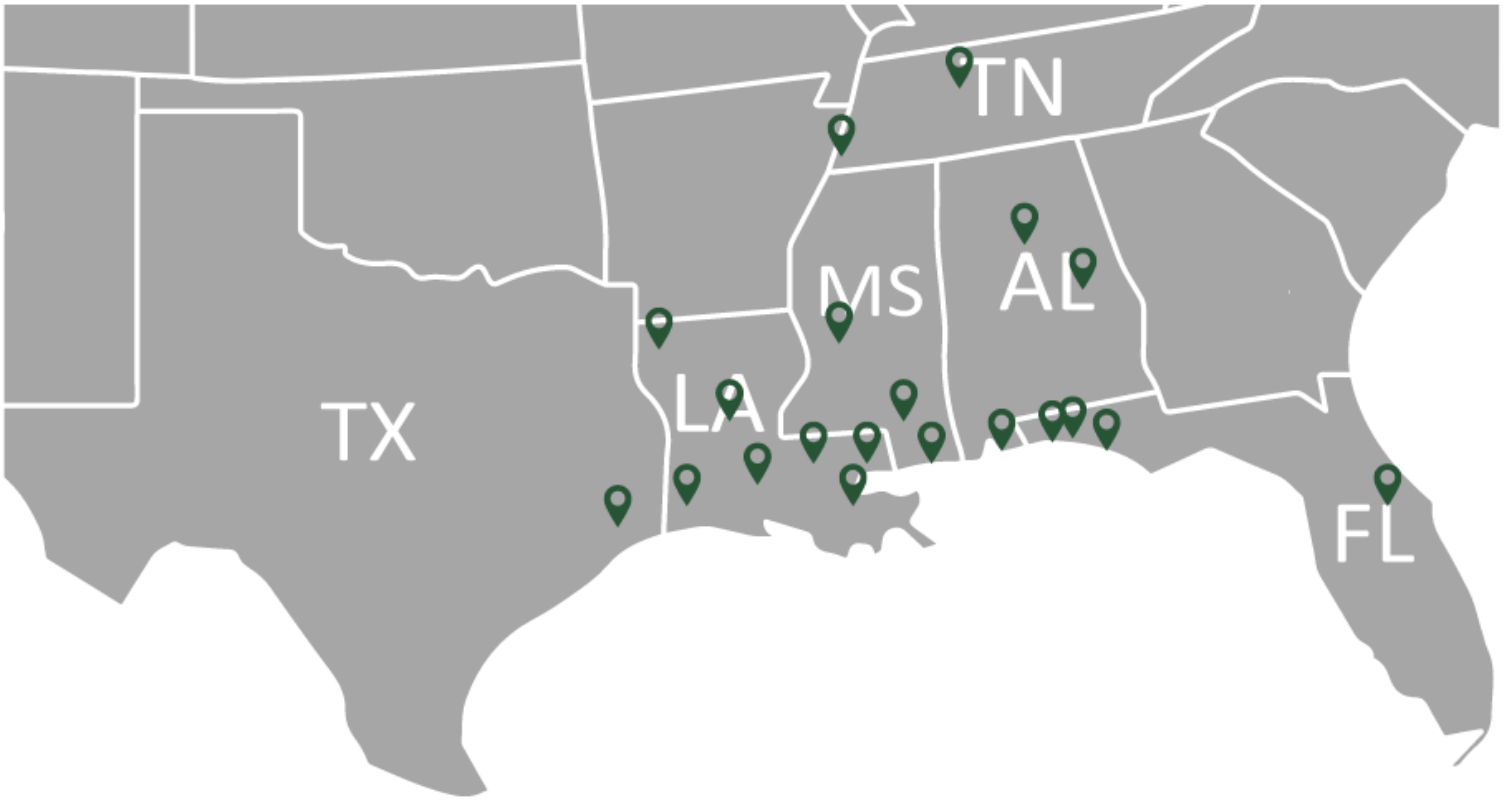
RCI ADDITIONAL SERVICES:

- Pool remodel and repair
- Playground maintenance and repair
- ADA accommodations (accessibility features for parking, playgrounds, pools and other walking paths)
- Curb stops and speed bumps
- Stair and step replacement
- Handrail maintenance (grinding, sanding, and painting)
- Exterior lighting upgrades (LED conversions)
- Parking lot repair and restoration (includes parking lot surface coating, asphalt surfacing, and pothole repairs)
- Parking lot striping
- Pressure washing
- Roofing repair and replacement
- Mold/mildew remediation
- Fencing
- Exterior painting
- Pond, pond fountain, and pond aerator maintenance

RCI LOCATIONS

RCI is currently operational out of 20 cities within 6 states in the southeast.

Alexander City - Alexandria - Baton Rouge - Biloxi - Birmingham - Destin - Foley
Hattiesburg - Houston - Jackson - Lake Charles - Lafayette - Memphis - Nashville
New Orleans - Orlando - Panama City Beach - Santa Rosa Beach - Shreveport - Slidell



Your Local Office:

RCI DESTIN OFFICE

323 Lynn Drive
Santa Rosa Beach, FL 32459

850-308-5307

KEY PERSONNEL
EXECUTIVE TEAM & MANAGEMENT



MICHAEL ROTOLO
President and COO
18 years experience



BRANDT MARTIN
COO of Maintenance
13 years experience



DAVID WELLS
RVP of Maintenance
23 years experience



EDDY FERNANDEZ
Corporate Safety Officer
23 years experience



RUSSELL HARRIS
Corporate Horticulturist
32 years experience



STEVEN PUGH
Corporate Irrigation Manager
30 years experience



SCOTT BREWER
Corporate Strategist
28 years experience

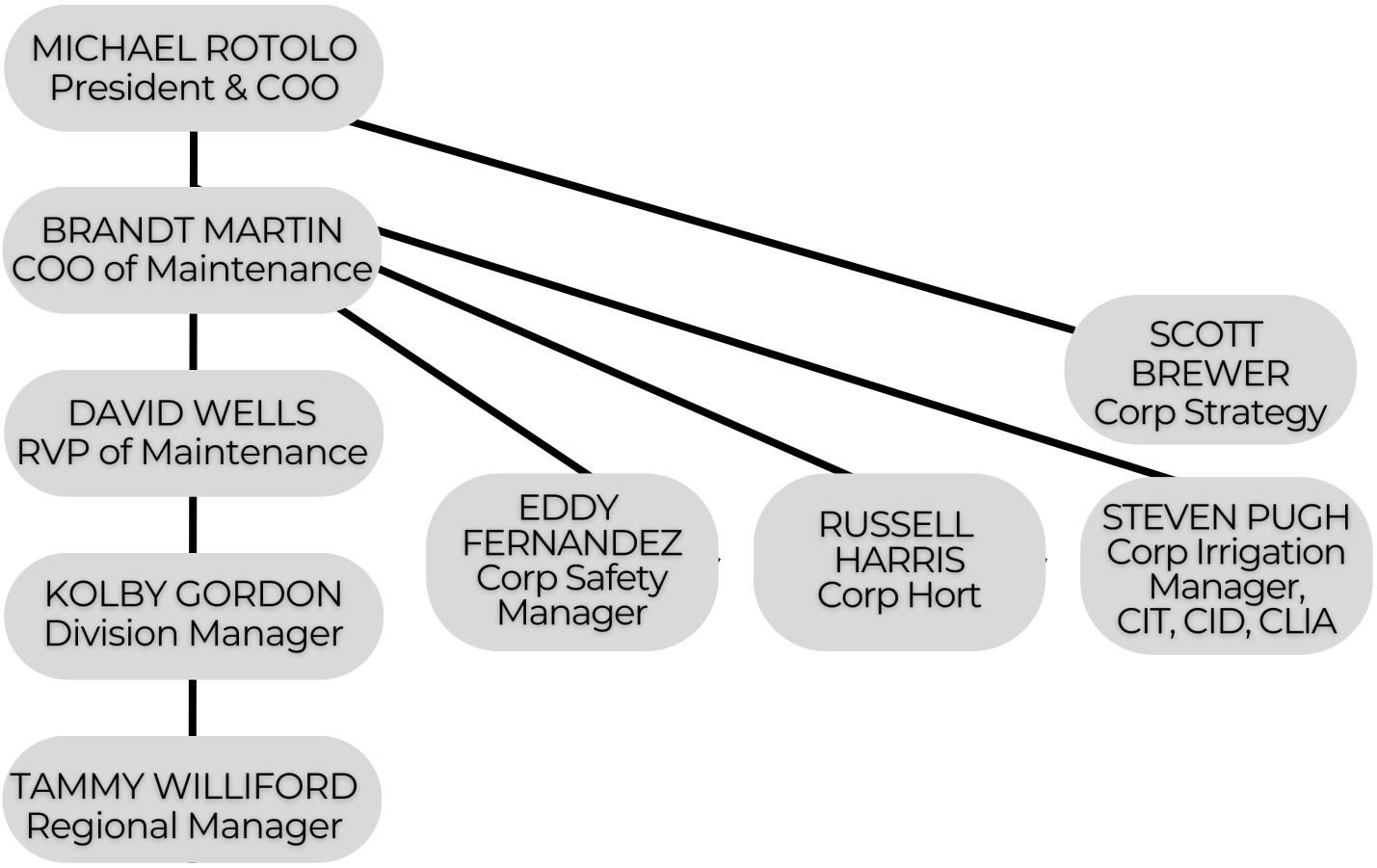


KOLBY GORDON
Division Manager
12 years experience



TAMMY WILLIFORD
Regional Manager
23 years experience

KEY PERSONNEL
MANAGEMENT ORGANIZATIONAL CHART



Rotolo Consultants Incorporated
38001 Brownsvillage Rd. | Slidell, LA 70460
(985) 643-2427 | Fax (985) 643-2691
RotoloConsultants.com

November 5, 2024

City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

Re: RFB NO. 24-04-PW, Miscellaneous Right of Way Maintenance Continuing Services Contract

To Whom It May Concern:

We are pleased to present the following information for the above noted RFB.

Below we have provided additional information regarding some of the experience that RCI has attained over 45 plus years of business in the Green Industry.

We are excited to have the opportunity to be involved with this project and look forward to working with everyone at the City of Destin in the near future.

STAFF:

- RCI is proud of the team of almost 1,300 employees that comprise our company. We have a number of degreed professionals, long-term supervisors and superintendents and well experienced technicians. Our staff includes landscape architects, engineers, environmental specialists, licensed irrigation installers, licensed horticulturists, golf course superintendents, turf agronomists and so on.

- Regarding our staff, RCI has been enrolled in the E-Verify program since its inception. This program ensures that all of our staff assigned to this project are legal U.S. citizens or are registered with the Department of Homeland Security and have been authorized to work in the United States as required by law. This means that RCI will employ a fully documented workforce that has undergone all necessary vetting and background checks as required. This is a critical component of the services offered by RCI as employees will be working among the public on a regular basis.

- RCI will assign a Regional Manager and Area Manager who will be responsible for quality control and will be in direct contact with you, the client, on a weekly basis at minimum if not more frequently than that.

EQUIPMENT:

- RCI fully understands the equipment requirements for a project of this size. RCI currently owns all of the equipment that is applicable to this project and continually upgrades equipment as necessary. This equipment ranges from John Deere tractors, to zero-turn riding mowers, down

to light equipment such as walk-behind mowers, string trimmers, power edger's, power blowers, spray rigs, etc.

- RCI's current equipment and vehicle assets are in excess of $12 million with an available equipment line of credit of over $20 million. We have attached a quite extensive list of equipment and vehicles that RCI currently owns. RCI is capable of securing any necessary equipment to prosecute the scope of work as indicated in the RFP.

- With our vast amount of equipment and experience, RCI is fully equipped to successfully maintain this project and any additional areas or scopes of work that may be added in the future.

- All RCI trucks are monitored by GPS systems which allow us to manage our fleet with real-time satellite information, monitor driving conditions, driver speed, stops and starts, etc. This is an important management and safety tool employed by RCI.

REFERENCES:

RCI has successfully performed landscape maintenance and construction services for over four decades. RCI has a vast number of clients that require a company such as RCI that can provide professionalism, reliability and a great end product. We have provided a list below of current references that are a similar in size and scope of work as this RFB from the City of Destin.

- **City of Slidell**
  City of Slidell
  RCI currently provides landscape maintenance for several roadways and interchanges inside city limits of Slidell, LA. Our scope for many of our Slidell contracts includes mowing, edging and trimming, weeding & pruning of beds, irrigation monitoring as well as horticultural applications for beds and turf throughout the year.

- **City of Memphis**
  Memphis, TN
  RCI currently maintains right-of-ways, medians, embankments and alleyways for over 400 separate locations throughout the city. Having successfully performed work for the City of Memphis for over a decade, our contracts have grown to exceed $2 million dollars annually.

- **Bay County Parks and Recreation – Athletic Field Grounds Maintenance Services** Bay County, FL
  In October of 2023, RCI was awarded the contract for athletic field mowing services for several athletic fields throughout Bay County. Some of the locations include Pete Edwards Field, H.G. Harder's Recreational Complex, Simmons Park, Southport Ball Park and the Highland Park Recreational Complex (Total of 23 Fields). Scope of work includes mowing, litter control and aeration.

- **Grand Boulevard at Sandestin**
  Miramar Beach, FL
  We currently hold a contract for Grand Boulevard at Sandestin located in Miramar Beach. We can be very versatile when it comes to scopes of work; for Sandestin we have three full time employees for policing the grounds daily. The scope further includes mowing, blowing, edging, chemical emergents and fertilizers, as well as irrigation monitoring.

Please also see attached to this proposal letter our “Month-by-Month Chemical & Fertilization Program narrative as requested.

Thank you again for the opportunity to submit a proposal for this project. We look forward to hearing from and working with you all soon.

Please let us know if you have any questions regarding our proposal and we will be glad to assist.

Sincerely,
Rotolo Consultants, Inc.

Michael Rotolo
President

REFERENCES

BEACHSIDE ONE COA
Sandestin
Contracted since 2013
Contact: Joseph Bowers, 850-837-0334

BURNT PINE HOA
Sandestin
Contracted since: 2013
Contact: Micah Priest, 850-830-0795

COURTYARD BY MARRIOTT SANDESTIN
Miramar Beach
Contracted since 2015
Contact: Bill Bubel, 850-837-8213

DESTINY EAST OWNERS ASSOCIATION
Destin
Contracted since 2019
Contact: Eloisa Rivera, 850-558-4686

DESTINY OWNERS ASSOCIATION
Destin
Contracted since 2020
Contact: Tracie Martin, 850-424-5751

GRAND BOULEVARD OFFICE PARK/REGIONS BANK
Miramar Beach
Contracted since 2011
Contact: Bill Bubel, 850-837-8213

GRAND BOULEVARD TOWN CENTER
Miramar Beach
Contracted since 2016
Contact: Bill Bubel, 850-837-8213







REFERENCES (CONTINUED)

GRAND SANDESTIN POOL
Sandestin
Contracted since 2010
Contact: Kevin Parchment, 850-622-6222

HENDERSON BEACH RESORT
Destin
Contracted since 2021
Contact: Kenny Walczak, 850-424-4501

LUAU AT SANDESTIN
Sandestin
Contracted since 2015
Contact: Jessica Fowler, 850-460-5275

MAGNOLIA BAY
Sandestin
Contracted since 2015
Contact: Gregg Pierce, 269-217-2177

ONE BEACH CLUB COA & POA
Sandestin
Contracted since 2011
Contact: Beth Fincke, 850-374-0884

RESIDENCE INN SANDESTIN AT GRAND BOULEVARD
Miramar Beach
Contracted Since 2015
Contact: Bill Bubel, 850-837-8213

SEASIDE TOWN COUNCIL
Seaside
Contracted since 2021
Contact: Angel Selvey, 850-231-1551

VILLAGE OF BAYTOWNE WHARF
Sandestin
Contracted since 2009
Contact: Alan Meyers, 850-259-3741

WATERSOUND TOWN CENTER
Watercolor
Contracted since 2024
Contact: Kelli Benscoter, 850-610-8222, Ext 405

WATERSOUND ORIGINS HOA
Watercolor
Contracted since 2015
Contact: Jessika Bucci, 850-622-6222

RCI SAFETY
CHEMICAL SAFETY & APPLICATION POLICY

RCI believes chemical safety to be of the utmost importance. All spray team members undergo initial chemical handling and safety classes when hired. RCI uses a combination of classroom and experiential learning followed by an apprenticeship during which the Spray Tech Trainee accompanies an experienced spray tech for a period of one year. RCI uses the 'National Pesticide Applicator Certification Core Manual' in the classroom and sends spray techs to educational seminars provided by cooperative extension services and state agricultural departments/bureaus.

Additionally, we offer continuing education classes with opportunities of advancement within the department. Participating employees are issued certificates for continuing education and advancements in their employment files. At present, over half of our staff are state licensed commercial applicators. RCI'S end goal is to have every spray tech become a state licensed commercial pesticide applicator at the Spray Tech 1 level (Supervisor).

RCI PESTICIDE APPLICATION POLICY

RCI follows the principles of Integrated Pest Management (IPM) which employ the use of all suitable pest control methods to keep pest populations below the economic injury level. Methods include cultural practices; the use of biological, physical, and genetic control agents; and the selective use of pesticides to limit environmental impacts. RCI follows all state and federal pesticide laws and abides by the clientele's directives. Spray techs are required to wear the personal protective equipment (PPE) recommended by the product label and must apply all pesticides in accordance with the label. RCI provides clientele with a written record of all pesticides applied, the rate at which they were applied, the location they were applied, the total amount applied, and the reason they were applied. All records are maintained for on-demand inspection by federal and state regulating agencies as well as clientele.

FERTILIZER AND PESTICIDE APPLICATIONS

Excess fertilizers, herbicides, and insecticides are major sources of nonpoint source pollution. RCI follows sustainable landscape best management practices to reduce the impact of fertilizers and pesticides on the environment. Fertilizer applications are performed by RCI spray techs and specially trained maintenance personnel by hand or calibrated equipment to ensure fertilizers are applied at desired application rates. Whenever possible fertilizers are applied based on soil test results to ensure that only essential fertilizer applications are made and to prevent overapplication. RCI tailors fertilizer applications to meet landscape needs by utilizing any of the following: organic and conventional fertilizers, sulfur or polymer-coated controlled-release granular fertilizers, water-soluble and chelated fertilizers. When plants are suspected of having nutritional deficiencies, pictures of the plants are first sent to the RCI corporate horticulturist for verification. The corporate horticulturist will then determine the appropriate course of action, which may include fertility records reviews, investigative site visits, soil sampling and analysis, tissue sampling and analysis, review of test results, and the application of fertilizers and/or soil amendments.

Rotolo Consultants Incorporated
38001 Brownsvillage Rd. | Slidell, LA 70460
(985) 643-2427 | Fax (985) 643-2691
RotoloConsultants.com

Month-by-Month Chemical & Fertilization Program

Safety:

RCI has fully licensed and vetted chemical applicators in all states across our geographical areas of service. Along with being licensed by the state of Florida, RCI conducts weekly safety awareness & training meetings to reiterate all of the necessary precautions for handling and applying the various chemicals that we use. General safety procedures include the use of proper PPE, following the manufacturer's recommended application rates, only applying chemicals of which the EPA has approved, and making sure to follow all local, state and federal laws & regulations regarding the application of various chemicals. In our history, RCI has always operated with the utmost attention to detail & safety, especially in regards to chemical applications that could be harmful to the general public & environment.

Equipment:

Aside from our horticultural crew's service trucks, RCI anticipates the potential use of the following types of equipment:

- Z Spray Max's equipped with 60 Gal. Capacity Tank
- John Deere Gators equipped with 50 Gal. Spray Tank
- Backpack Pump Sprayers with 3 Gal. Capacity
- Hand Spreaders

The list above is only a sample of potentially utilized equipment. Actual applications will be applied using the most logical & beneficial equipment based on each individual area. RCI can provide a summarized list of our current equipment inventory upon request.

Below we have provided a rough outline of the anticipated chemical & fertilization application schedule on a month-by-month basis throughout the year. Scope of work shall match that as specified by the bid documents and individual specifications section for turf, beds & shrubs and trees, etc. Further detail can be provided upon request.

January:

1. Treat and remove ant mounds as-needed.
2. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
3. Apply post-emergent herbicides to all turf areas as-needed.

4. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
5. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

February:

1. Apply pre-emergent herbicides to beds to prevent weeds.
2. Fertilize all turf areas.
3. Treat and remove ant mounds as-needed.
4. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
5. Apply post-emergent herbicides to all turf areas as-needed.
6. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
7. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

March:

1. Treat and remove ant mounds as-needed.
2. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
3. Apply pre-emergent herbicides to all turf areas.
4. Apply post-emergent herbicides to all turf areas as-needed.
5. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
6. Fertilize all bed areas, groundcover areas and trees if-needed.
7. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.
8. Apply pre-emergent herbicides to all bed areas and groundcover areas.

April:

1. Fertilize all turf areas.
2. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
3. Treat and remove ant mounds as-needed.
4. Perform soil test to check lime & sulfur and fertilizer requirements; add amendments as necessary to correct pH and fertilizer levels.
5. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
6. Apply post-emergent herbicides to all turf areas as-needed.
7. Fertilize all palm trees.
8. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

May:

1. Treat and remove ant mounds as-needed.

2. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
3. Apply post-emergent herbicides to all turf areas as-needed.
4. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
5. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

June:

1. Fertilize all turf areas.
2. Treat and remove ant mounds as-needed.
3. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
4. Apply post-emergent herbicides to all turf areas as-needed.
5. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
6. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

July:

1. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
2. Treat and remove ant mounds as-needed.
3. Apply post-emergent herbicides to all turf areas as-needed.
4. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
5. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

August:

1. Fertilize all turf areas.
2. Treat and remove ant mounds as-needed.
3. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
4. Apply post-emergent herbicides to all turf areas as-needed.
5. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
6. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

September:

1. Treat and remove ant mounds as-needed.
2. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
3. Apply post-emergent herbicides to all turf areas as-needed.
4. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)

5. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

October:

1. Fertilize all turf areas.
2. Treat and remove ant mounds as-needed.
3. Perform soil test to check lime & sulfur and fertilizer requirements; add amendments as necessary to correct pH and fertilizer levels.
4. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
5. Apply pre-emergent herbicides to all turf areas.
6. Apply post-emergent herbicides to all turf areas as-needed.
7. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
8. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.
9. Apply pre-emergent herbicides to all bed areas and groundcover areas.

November:

1. Treat and remove ant mounds as-needed.
2. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
3. Apply post-emergent herbicides to all turf areas as-needed.
4. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
5. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

December:

1. Fertilize all turf areas.
2. Treat and remove ant mounds as-needed.
3. Spot spray with Round-Up on all weeds in all planted areas & parking lot areas, curb and gutters, sidewalks, driveways, parkways, loading dock areas, etc. where necessary.
4. Apply post-emergent herbicides to all turf areas as-needed.
5. Inspect all areas for insect and disease damage and treat as necessary weekly. (Mole Crickets, Armyworms, Grubs, etc.)
6. Apply post-emergent herbicides to all bed areas and groundcover areas as-needed.

QUALITY CONTROL
QUALITY CONTROL PROCEDURE

RCI's commitment to quality has earned us a coveted reputation for creating award-winning landscapes for a diverse clientele. Our quality control procedure allows our top-tier staff of division managers, regional managers, area managers, crew leaders, and crew members to work with exceptional quality being the focus in everything they do.

RCI utilizes a multi-step quality control procedure, ensuring every area of a project is thoroughly reviewed. Area managers will be on-site regularly with their staff, and the regional manager will be on site monthly to monitor crew performance. This procedure ensures the proper inspections are being made consistently. Two separate quality inspections are in place, with the first being a weekly inspection. The property's area manager will complete RCI's weekly quality inspection form which will contain a specifically curated list of service details reminding crew leaders to consider quality in every service performed. Once completed, these lists are then provided to the supervisor and filed weekly. After the initial review, a regional manager will review them once again on the 30th of each month. Along with these weekly quality inspections, the property supervisor will walk the property regularly to ensure weekly work is up to the RCI standard.

In addition to the weekly inspections, monthly inspection forms containing a more extensive overview of the property are completed. These monthly inspections provide more detail regarding specific property areas and identify areas that may need more focus. Area managers will complete RCI's quality site evaluation (QSE) each month. This monthly quality inspection will include a client review for project quality, issues/problems, and enhancement opportunities for the site. RCI's quality inspection forms are in place to guarantee employees are constantly reminded to keep their work quality at the forefront. These inspections are available to the property manager at their request. RCI provides complete transparency regarding procedures utilized in managing your property to provide first-rate care.

Along with weekly and monthly quality inspections, RCI will also complete a job hazard analysis (JHA) before beginning work. This analysis aids the team on the ground in identifying potential hazards. RCI management will make constant updates of this analysis as conditions can change.



QUALITY CONTROL
CUSTOMER SERVICE

Your point of contact for customer service related questions and account inquiries will be:

TAMMY WILLIFORD
Regional Manager

twilliford@rotoloconsultants.com
Phone: 850-685-5262



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROTOLO, MICHAEL JOSEPH

ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

LICENSE NUMBER: CBC1262789

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/29/2024

Do not alter this document in any form.

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

ROTOCON-04 HHELTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/3/2024

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

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

PRODUCER	CONTACT NAME: Linda Bourgeois
World Insurance Associates, LLC 3636 South I-10 Service Road, Suite 100 Metairie, LA 70001	PHONE (A/C, No, Ext): (504) 455-4545 242199 FAX (A/C, No): E-MAIL ADDRESS: lindabourgeois@worldinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rotolo Consultant Incorporated 38001 Brownsvillage Rd Slidell, LA 70460--4875	INSURER A : Arch Specialty Insurance Company	21199
	INSURER B : Admiral Insurance Company	24856
	INSURER C : The Gray Insurance Company	36307
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZAGLB1104200	8/31/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ZACAT1206900	8/31/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UX0000108201	8/31/2024	8/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XSWC100094	8/31/2024	7/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract. Auto Physical Damage is included on the auto policy referenced above with a $5,000 physical damage deductible.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

****** SAMPLE ******

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: ROTOCON-04 HHELTON

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
World Insurance Associates, LLC	Rotolo Consultant Incorporated 38001 Brownsvillage Rd Slidell, LA 70460--4875 Saint Tammany
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

WORKERS COMPENSATION COVERAGE FOR OTHER STATES:
FLORIDA
Applies Per Statue - Includes Waiver of Subrogation to certificate holder when required by written contract
Policy No: GWC100445
Carrier: The Gray Insurance Company
Policy Dates: 8/31/24-7/1/2025
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, OKLAHOMA, TENNESSEE, TEXAS
Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract
Policy No: GWC100177
Carrier: The Gray Insurance Company
Policy Dates: 8/31/2024-7/1/2025
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

$5M Excess/ Umbrella shares combination of:
Allied World Assurance Company
Landmark American Insurance Company
Amiral Insurance Company

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2024 / 2025 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

BEN ANDERSON
Okaloosa County Tax Collector

The issuance of this receipt does not ensure competency.

BUSINESS NAME: ROTOLO CONSULTANTS INC

ACCOUNT NUMBER: 139860
EXPIRES: SEPTEMBER 30, 2025

RECEIPT NUMBER: 3600100764067
TYPE OF BUSINESS: Regulated
BUSINESS ADDRESS: 38001 BROWNSVILLAGE RD
SLIDELL, LA 70460

Paid
07/17/2024

TRANSFER:	0.00
ORIGINAL TAX:	35.00
EXEMPTION TYPE:	
EXEMPTION AMOUNT:	0.00
PENALTY:	0.00
COLLECTION COST:	0.00
TOTAL Paid	35.00

RENEW ANNUALLY AT
OkaloosaTax.com
E-check is ***FREE***

SCAN WITH PHONE TO RENEW

ROTOLO CONSULTANTS INC
38001 BROWNSVILLAGE RD
SLIDELL, LA 70460

THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-24013044 35.00 07/17/2024

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to $250.

ANNUAL RENEWAL OPTIONS

ONLINE
OkaloosaTax.com
Echeck is ***FREE!***

MAIL
P.O. Box 1390
Niceville, FL 32588

DROP BOX
Located at each office location

PHONE
850.651.7300 *or*
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to **Ben Anderson Tax Collector**

When providing a check as payment, you authorize us to either [1]use information from your check to make a one time electronic fund transfer from your account or [2] process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED

Echeck
it's ***FREE!***

Check

Cash

Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at **okaloosa.county-taxes.com/public** and then select the *Request a change to your Business Tax Account* link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at **Okaloosatax.com/CloseBusinessTaxAccount/** to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

Visit **OkaloosaTax.com**
Call **#TAX** (#829) from your mobile device.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

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

Rotolo Consultants, Inc.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.

38001 Brownsville Rd.

6 City, state, and ZIP code

Slidell, LA 70460

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	2	–	1	2	8	5	5	2	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Paula Rotolo **Date** 7/8/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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

State of Florida
Department of State

I certify from the records of this office that ROTOLO CONSULTANTS, INC. is a Louisiana corporation authorized to transact business in the State of Florida, qualified on August 12, 2015.

The document number of this corporation is F15000003548.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on May 23, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of February, 2024

Secretary of State

Tracking Number: 9964753171CU

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

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

Detail by Entity Name

Foreign Profit Corporation
ROTOLO CONSULTANTS, INC.

Filing Information

Document Number	F15000003548
FEI/EIN Number	72-1285520
Date Filed	08/12/2015
State	LA
Status	ACTIVE

Principal Address

38001 Brownsville Rd.
SLIDELL, LA 70460

Changed: 07/08/2016

Mailing Address

38001 Brownsville Rd.
SLIDELL, LA 70460

Changed: 07/08/2016

Registered Agent Name & Address

NRAI SERVICES INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title DS

ROTOLO, BRIAN
38001 Brownsville Rd.
SLIDELL, LA 70460

Title DT

ROTOLO, KEITH

250 EVANGELINE
MANDEVILLE, LA 70471

Annual Reports

Report Year	Filed Date
2021	01/25/2021
2022	02/22/2022
2023	05/23/2023

Document Images

05/23/2023 -- ANNUAL REPORT	View image in PDF format
02/22/2022 -- ANNUAL REPORT	View image in PDF format
01/25/2021 -- ANNUAL REPORT	View image in PDF format
01/24/2020 -- ANNUAL REPORT	View image in PDF format
01/03/2019 -- ANNUAL REPORT	View image in PDF format
10/10/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
07/08/2016 -- ANNUAL REPORT	View image in PDF format
08/12/2015 -- Foreign Profit	View image in PDF format

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25243

HOLLINGSWORTH III, CHARLES FOSTER
1037 MICHIGAN AVE
SLIDELL, LA 70458

Categories
5A, 3, 6

Issued: January 12, 2023 **Expires: December 31, 2026**

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
February 25, 2022	**LF322096**	**February 25, 2026**

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **February 25, 2026**

FRANCISCO LOZANO
323 LYNN DR
SANTA ROSA BEACH, FL 32459

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

FRANCISCO LOZANO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF322096

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **February 25, 2026**

nicole fried Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FRAZIER, MICHAEL LESLIE JR

ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

LICENSE NUMBER: SCC131152320

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/02/2024

Do not alter this document in any form.

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SCC131152320 ISSUED: 08/02/2024
CERTIFIED SPECIALTY CONTRACTOR
FRAZIER, MICHAEL LESLIE JR
ROTOLO CONSULTANTS, INC.
IRRIGATION SPECIALTY CONTRACTOR

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

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

LICENSE NUMBER: SCC131152320 **EXPIRATION DATE: AUGUST 31, 2026**

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FRAZIER, MICHAEL LESLIE JR
ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

ISSUED: 08/02/2024

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STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 30, 2024	**JB279027**	**December 31, 2024**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 31, 2024**

AT

323 LYNN DR
SANTA ROSA BEACH, FL 32459

ROTOLO CONSULTANTS, INC
38001 BROWNSVILLAGE RD
SLIDELL, LA 70460

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ROTOLO CONSULTANTS, INC
323 LYNN DR
PEST CONTROL COMPANY FIRM

JB279027

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **December 31, 2024**

COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 24-04-PW

MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

City of Destin, Florida
October 1, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: OQ

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. **Completed bid form (Exhibit A)**
2. **Statement of Qualifications, Experience & Availability (narrative)**
3. **Proof of required Workman's Compensation Insurance documents**
4. **Completed W-9** [available at:]
5. **Bid Packet initialed on ALL pages.**
6. **Proof of adequate liability insurance**
7. **Copy of State license (if required for job)**
8. **Copy of City license (if business office is located in Destin)**
9. **Completed Public Entity Crimes Form (Exhibit B)**
10. **Completed Drug Free Form (Exhibit C)**
11. **Addenda (if applicable)**
12. **Three References - Minimum**
13. **Other documents as requested in bid package**

Initials of Bidder: DQ

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals, not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way and grounds maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids 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 **"RFB No. 24-04-PW, MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder**, no later than 2:00 p.m. CT, on Thursday November 7, 2024, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

Initials of Bidder: OQ

I. **PURPOSE:** The purpose of RFB No. 24-04-PW is to secure sealed Bids for providing right of way and grounds maintenance services for city-owned/controlled properties.

II. **SCOPE OF WORK:** The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.

III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

A. Completed Bid Form (Exhibit A)

B. Statements of Qualification, Experience and Availability (narrative)

C. Copies of required Insurance Documents

D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.

E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)

F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)

G. Other documents as required by this Bid Solicitation

H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above-listed mandatory information can result in the elimination of the Bid from consideration.

IV. INSTRUCTION TO RESPONDENTS

A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 7, 2024, no later than 2:00 P.M. (CT).** All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (7) days prior

to the submittal deadline.

D. If any addendums are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.

F. ***Provide One (1) original, so designated, six (5) copies (for a total of seven (6) printed submissions)*** and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of October 1, 2024
Last Day for Questions to be Submitted	October 31, 2024
Due Date/Bid Opening	*November 7, 2024*
Tentative Date - Bid Committee Evaluation	November 14, 2024
Tentative Date - City Council Meeting	December 2, 2024
Tentative Date- Notice of Award	Week of December 2, 2024
Tentative Date -Execution of Contract	Week of December 9, 2024
Tentative Date- Notice to Proceed	Week of December 9, 2024
Tentative Day 1 of Contract	January 1, 2025

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a contractor with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must provide business licensure information and/or certificates.

Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements.** Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-04-PW may be directed to the individuals below:

For Technical Questions	OR	For Administrative Questions
Michael Burgess, Public Works Dir.		Rey Bailey, City Clerk
City of Destin		City of Destin
4200 Indian Bayou Trail		4200 Indian Bayou Trail
Destin, Florida 32541		Destin, Florida 32541
(850) 837-6869		(850) 837-4242

I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of $1,000,000 combined single limit and Vehicle Liability Insurance in the amount of $500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the 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. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: OZZIE LAND CARE, LLC

Address: 20 N 3rd Street

City & State: Santa Rosa Beach Zip Code: 32459

Telephone: (850) 376-7051 Fax: ( )

Number of Years in Business: 15 Email: 0543278@gmail.com

PART II *Bidding RFB No. 24-04-PW, Miscellaneous Right-of-Way Maintenance Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. TURF MAINTENANCE

A. LITTER REMOVAL

All areas to be maintained as part of this contract shall be policed for litter prior to mowing per the provided schedule in Exhibit A (Monday thru Friday, Saturdays are allowed if weather prevents Monday-Friday service). In addition, all litter will be removed prior to mowing.

B. MOWING

Turf shall be cut on a weekly basis at a height of 2.5-3.0 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 2.5 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Initials of Bidder: OQ

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

C. EDGING

Contractor shall be responsible for edging all curbs and sidewalks (both edges) on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf/hardlines and turf/bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices to include vegetation growing in the joints of any concrete.

E. TURF FERTILIZATION

Contractor shall have the full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical, and/or chemical methods per the mowing schedule to ensure that all turf areas have a maintained weed free appearance. Chemical applications of weed killer shall be quarterly.

G. ANT CONTROL

Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been eliminated.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper soil pHs as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

J. WATERING

Contractor shall be responsible for damage to items to include residential and city-owned sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structural pruning should be performed annually during the dormant months (winter hard pruning). Structural pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old/dead wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and produce an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this pruning if conditions present itself and the contractor has received authorization by the City. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State (FDOT) and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas per the mowing schedule by mechanical, physical and/or chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines. Chemical treatment for weeds in beds shall be quarterly.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and bases of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly, Tree-form Oleanders and others. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed the contractor is responsible for adjusting improper pHs (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

E. **WATER**

NOTE: See section VII, Irrigation Systems.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

A. Contractor will be responsible for one complete application of grade A pine straw mulch which will occur in the month of February. Pine straw is to be spread at a minimum depth of 3 inches, such that none of the old or previously laid mulch is visible. The cost table provided requests pricing for an additional pine straw application that would occur in September.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. **TRENCHING**

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. **CLEAN UP PROCEDURES**

As a part of each maintenance visit, a general clean-up program will occur. The clean-up program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris prior to mowing. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed after mowing and edging have been completed. This will encompass complete removal of weeds at curbs, pavement lines, sidewalks, storm sewer inlets, and any other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

B. WEED CONTROL

All parking lot areas, roadside curb and gutters, and sidewalks shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may temporarily suspend maintenance requirements or request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or may suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions within the project areas.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal, shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a monthly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point of Contact. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each monthly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.

B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.

C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

D. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a pH and nutrient balanced soil.

G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each

Monday. The report must specify the date, location, and all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

XI. QUALITY CONTROL, PENALTIES FOR NON-COMPLIANCE/NON-PERFORMANCE

Report Submission: A weekly report for work completed (M-F and possibly Saturday) will be submitted to the City by 12pm on the first business day of the following week.

City Staff Inspection: During the morning of the first business day of the week, City staff will inspect the project areas and will document, measure and/or photograph any deficiencies (work not completed per the contract schedule or any aspects of the work that do not meet contractual specifications or standards) found and will compare those findings with the contractor's submitted report.

Communication of Inconsistencies: Inconsistencies between staff's field inspection and the submitted report will be communicated to the contractor via email (sent with delivery and read confirmation to all known contractor emails) by the close of business on the first business day (cc'ing the City Manager and City Attorney) or as soon as possible thereafter.

Corrective Actions: The contractor will have 48 hours to complete corrective actions (those activities required to rectify noted deficiencies to contractual standards). Additional time may be provided by the Public Works Department for issues like inclement weather, holidays, etc. Any additional time allotted will be communicated in writing.

Revised Report: Once corrective actions have been completed, a revised weekly report will then be required from the contractor.

Penalties for Non-Compliance: Failure to perform the necessary corrective actions within the 48 (or City permitted) hours allotted will result in non-payment for that zone for that week. The City reserves the right to enforce penalties for non-compliance as noted above, in accordance with applicable laws and contractual agreements.

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES, & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow (weekly for 8 months, bi-weekly for 4 months)	44
Edge (Bed lines), bi-weekly	26
Edge (Hardlines), same as mowing. *Must meet FDOT requirements*, includes front and back of sidewalks	44
Monofilament Trim, same as mowing	44
Bed Weed Control	Quarterly (Feb, May, August, November)
Shrub/Groundcover Trim *Must meet FDOT requirements*	Quarterly
Tree Pruning *Must meet current FDOT requirements*	Annually, per FDOT Requirements
Palm Pruning *Must meet current FDOT requirements, no carrot topping*	Annually
Debris Policing and Disposal (all Properties)	Same as mowing
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	As needed
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Quarterly (Feb, May, August, November)
Turf Weed Control	Quarterly (Feb, May, August, November)
Overseed	n/a

Initials of Bidder: OQ

BID SHEET SUBMITTED BY:

OZZIE LAND CARE, LLC

Name of Company Submitting Bid

Section I *(List your proposed cost (bid) for each of the items listed as well as the total for all.) A map of the sections of the roadways to be maintained is included in this packet. The portion of Commons Drive from Indian Bayou Trail to Airport is not included in the attached map as its inclusion in the final contract will be reviewed and approved by the City Manager.*

Zone	Zone Description	Annual Cost (bid)
1	**HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD):** aka US98, this includes all landscaped medians and FDOT ROW.	$ 35,000
2	**US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.)** *This includes all landscaped* medians and FDOT ROW to include stormwater swales.	$ 26,700
3	**US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 12,875
4	**US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 12,875
5	**MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all roadside ROWs and the roundabout at the intersection of Mountain Drive and Benning Drive.	$ 17,500
6	**MAIN STREET:** From Harbor Blvd/US 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the median in front of the American Legion. This includes all medians and all roadside ROWs.	$ 10,500
7	**LEGION DRIVE:** From Main Street to Beach Drive to include the single median and all roadside ROWs.	$ 6,500
8	**AIRPORT ROAD:** From US98 to Main Street to include all medians, and all roadside ROWs.	$ 35,000
9	**SCENIC HIGHWAY 98:** (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROWs, and all City owned parallel and off-street parking areas along Scenic Hwy 98.	$ 17,900

Initials of Bidder: OQ

$175,611

Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.

B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

$ 35.00 Per staff hour worked

C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 10 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

Osmin N. Quijada Owner

Bid Authorized By (Name and Title)

Authorized Signature:

Date: 10 / 30 / 2024

END OF EXHIBIT A

Initials of Bidder: OQ

EXHIBIT B

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 for **RFB 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE.**

2. This sworn statement is submitted by Osmin Quijada whose business address is: 20 Third N ST Santa Rosa beach FL 32459 and (if applicable) Federal Employer Identification Number (FEIN) is 994834581.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Osmin Quijada and my relationship to the entity named above is: Managerment.

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:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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

Initials of Bidder: OQ

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 n 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).

Q S 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.)

Authorized Signature

10 / 24 / 2024
Date

Initials of Bidder: OQ

STATE OF FLORIDA, COUNTY OF Okaloosa

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 24 day of October, 2024, and is personally known to me, or has provided FLDL as identification.

Notary Public My Commission expires: 9-11-2025

Robin L Keith

ROBIN L KEITH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH174477
MY COMMISSION EXPIRES SEP. 11, 2025

Initials of Bidder: QQ

EXHIBIT C

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.

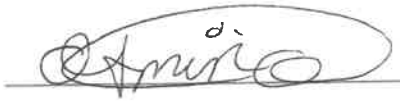
3. Give each employee engaged in providing contractual services that are under this bid a copy of the statement specified in item 1 above.

4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: 

DATE: 10-25-2024

COMPANY: OZZIE LAND CARE, LLC

STREET ADDRESS: 20 N 3rd Street

CITY, STATE: Santa Rosa Beach FL. 32459

Initials of Bidder: OQ

Tapco
3060 South Church Street. P.O. Box 286
Burlington, North Carolina 27216
(Local) 336-584-8892
(Toll-Free) 800-334-5579
(FAX) 336-584-8880
(Claims FAX) 336-538-0094
CA License# 0778135

Binder Summary Sheet

Insured:
Ozzie Land Care, LLC
20 North 3rd Street
Santa Rosa Beach, FL 32459

Producer:
934247
Coast 2 Coast Insurance Agency
1301 N Eglin Parkway #A
Shalimar, FL 32579
Producing Agent: Sandra Mercado

Insurer:
Penn America Insurance Company

Effective/Expiration Date: 8/23/2024 to 8/23/2025

Term: Twelve Months

State: FL

Binder ID: VIVEB-U

Percent Earned: 25%

In accordance with your instructions, we have bound the following General Liability coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

Comments: CG4014 – Cannabis Exclusion applies.

GCG7504 Anti Stacking Endorsement applies.

GCG2008 Exclusion Cyber & Data Liability applies.

GCG2023 Exclusion Asbestos applies.

CG4004 Exclusion Earth Movement applies

GCG2030 Exclusion Punitive or Exemplary Damages applies.

GCG2032 Exclusion Lead Contamination applies,

CG4032 Exclusion Perfluoroalkyl & Perfluoroalkyl Substances (PFAS) applies.

General Liability:

$	2,000,000	General Aggregate
$	Included	Products/Completed Operations Aggregate
$	1,000,000	Personal Injury/Advertising Injury
$	1,000,000	Each Occurrence Limit
$	100,000	Damage to Premises Rented to You
$	5,000	Medical Payments
$	**500	BI/PD Deductible Per Claimant

97047 - Landscape Gardening

Number of owners 1 (16,700 payroll)

* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Mold, Spores, Fungus, EIFS (Exterior Insulation Finish Systems) or Synthetic Stucco, Biological or Chemical Materials, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Employment Related Practices, Leased Workers, Voluntary Labor, New Entities, Subsidence / Earth Movement, Oral Contracts, Roofing, Radioactive Contamination, Electromagnetic Fields, Hired

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
OZZIE LAND CARE, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
20 N. 3rd Street

Requester's name and address (optional)

6 City, state, and ZIP code
Santa Rosa Beach Florida 32459

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

9	9	-	4	8	3	4	5	8	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ 10-25-2024

General Instructions

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

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

Purpose of Form

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

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

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

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

Three References:

Rebecca Celano: *(850) 582-2506*

Cici Tenholder: *(850) 699-3745*

Mary Calfee: *(850) 830-3430*

Any further information required available upon request.

Osmin Norberto Quijada

b. 04/26/1978

Committed and detailed landscape professional with multiple references, over 15 years of experience working in and outside the industry. Prior combined experience of nine years with construction/mechanic work from 1999 – 2008 in and around the surrounding Gulf Breeze area. Began work at Colson's Custom Cuts based in Destin in 2009 for six years working with a small committed team. Began self-employment by 2015 from the main area in-and-around Kelly Plantation to the surrounding cities of Mary Esther and Niceville. Currently remaining mostly self-employed, while working and managing the meat and produce department at Walmart in Destin since July 2019.

Safety and Compliance: Strong commitment to safety protocols and environmentally conscious landscaping practices.

Horticultural Expertise: Experience with native plants, trees, flowers, and shrubs suited to the native climate and soil types.

Equipment Operation: Skilled in operating and maintaining all forms of landscaping equipment such as mowers, trimmers, chainsaws, blowers, etc.

Precise Mulch and Pine Straw Application: Proficient in the strategic placement of mulch and pine straw to enhance soil moisture retention, regulate temperature, and suppress weeds, supporting healthier plant growth. Skilled in applying appropriate mulch depths and ensuring clearance around plant bases to prevent rot and pest issues. Experienced with various mulch types, including organic and inorganic options, and knowledgeable about their optimal applications for both aesthetic appeal and soil health improvement.

Irrigation and Water Management: Proficiency in fixing and installing irrigation/sprinkler systems and water-saving techniques.

Expert Bush and Tree Trimming: Skilled in pruning and trimming techniques that promote plant health, shape, and growth. Knowledgeable in timing and methods to enhance flowering, prevent disease, and maintain structural integrity in a wide variety of shrubs, hedges, and tree species. Committed to safety protocols to protect both property and passersby during trimming and tree care tasks.

RFB #24-04-PW

OZZIE LAND CARE, LLC

(850) 376-7051

20 NORTH 3RD STREET

SANTA ROSA BEACH, FL 32459

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 24-04-PW

MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

City of Destin, Florida
October 1, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

Initials of Bidder: _____

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. **Completed bid form (Exhibit A)**
2. **Statement of Qualifications, Experience & Availability (narrative)**
3. **Proof of required Workman's Compensation Insurance documents**
4. **Completed W-9** [available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf]
5. **Bid Packet initialed on ALL pages.**
6. **Proof of adequate liability insurance**
7. **Copy of State license (if required for job)**
8. **Copy of City license (if business office is located in Destin)**
9. **Completed Public Entity Crimes Form (Exhibit B)**
10. **Completed Drug Free Form (Exhibit C)**
11. **Addenda (if applicable)**
12. **Three References - Minimum**
13. **Other documents as requested in bid package**

Initials of Bidder: CAW

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals, not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way and grounds maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids 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 **"RFB No. 24-04-PW, MISCELLANEOUS RIGHT OF WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder,** no later than 2:00 p.m. CT, on Thursday November 7, 2024, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

Initials of Bidder: BAW

I. **PURPOSE:** The purpose of RFB No. 24-04-PW is to secure sealed Bids for providing right of way and grounds maintenance services for city-owned/controlled properties.

II. **SCOPE OF WORK:** The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.

III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

A. Completed Bid Form (Exhibit A)

B. Statements of Qualification, Experience and Availability (narrative)

C. Copies of required Insurance Documents

D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.

E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)

F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)

G. Other documents as required by this Bid Solicitation

H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above-listed mandatory information can result in the elimination of the Bid from consideration.

IV. **INSTRUCTION TO RESPONDENTS**

A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 7, 2024, no later than 2:00 P.M. (CT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

B. Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (7) days prior

to the submittal deadline.

D. If any addendums are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the **responsibility of each respondent, prior to submitting the RFB response**, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

E. Complete and submit all requested documentation and forms. Clearly indicate the **legal name, address and telephone number** of the responsive bidder. Responses shall be **signed** above the **typed or printed name and title** of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.

F. ***Provide One (1) original, so designated, six (5) copies (for a total of seven (6) printed submissions)*** and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.

I. The Bid Committee shall consist of City of Destin staff members.

J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.

K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of October 1, 2024
Last Day for Questions to be Submitted	October 31, 2024
Due Date/Bid Opening	November 7, 2024
Tentative Date - Bid Committee Evaluation	November 14, 2024
Tentative Date - City Council Meeting	December 2, 2024
Tentative Date- Notice of Award	Week of December 2, 2024
Tentative Date -Execution of Contract	Week of December 9, 2024
Tentative Date- Notice to Proceed	Week of December 9, 2024
Tentative Day 1 of Contract	January 1, 2025

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a contractor with all applicable licenses for work on this project.

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must provide business licensure information and/or certificates.

Insurance Requirements

a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements.** Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) 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.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-04-PW may be directed to the individuals below:

For Technical Questions	OR	For Administrative Questions
Michael Burgess, Public Works Dir.		Rey Bailey, City Clerk
City of Destin		City of Destin
4200 Indian Bayou Trail		4200 Indian Bayou Trail
Destin, Florida 32541		Destin, Florida 32541
(850) 837-6869		(850) 837-4242
mburgess@cityofdestin.com		rbailey@cityofdestin.com

I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of $1,000,000 combined single limit and Vehicle Liability Insurance in the amount of $500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the 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. The City shall also be listed as "additionally insured" on all Certificates.

N. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: ZIIC OUTDOORS, LLC

Address: P.O. Box 256

City & State: DeFuniak Springs, FL Zip Code: 32433

Telephone: (850) 835-5201 Fax: ( ) N/A

Number of Years in Business: 10 Email: ziicoutdoorsllc@gmail.com

PART II *Bidding RFB No. 24-04-PW, Miscellaneous Right-of-Way Maintenance Continuing Services Contract:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. **TURF MAINTENANCE**

A. **LITTER REMOVAL**

All areas to be maintained as part of this contract shall be policed for litter prior to mowing per the provided schedule in Exhibit A (Monday thru Friday, Saturdays are allowed if weather prevents Monday-Friday service). In addition, all litter will be removed prior to mowing.

B. **MOWING**

Turf shall be cut on a weekly basis at a height of 2.5-3.0 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 2.5 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Initials of Bidder: CAW

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

C. EDGING

Contractor shall be responsible for edging all curbs and sidewalks (both edges) on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf/hardlines and turf/bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices to include vegetation growing in the joints of any concrete.

E. TURF FERTILIZATION

Contractor shall have the full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical, and/or chemical methods per the mowing schedule to ensure that all turf areas have a maintained weed free appearance. Chemical applications of weed killer shall be quarterly.

G. ANT CONTROL

Contractor shall be responsible for the control of ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been eliminated.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper soil pHs as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

J. WATERING

Contractor shall be responsible for damage to items to include residential and city-owned sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structural pruning should be performed annually during the dormant months (winter hard pruning). Structural pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old/dead wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and produce an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this pruning if conditions present itself and the contractor has received authorization by the City. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State (FDOT) and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas per the mowing schedule by mechanical, physical and/or chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines. Chemical treatment for weeds in beds shall be quarterly.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and bases of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly, Tree-form Oleanders and others. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle with no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed the contractor is responsible for adjusting improper pHs (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

E. WATER

NOTE: See section VII, Irrigation Systems.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

A. Contractor will be responsible for one complete application of grade A pine straw mulch which will occur in the month of February. Pine straw is to be spread at a minimum depth of 3 inches, such that none of the old or previously laid mulch is visible. The cost table provided requests pricing for an additional pine straw application that would occur in September.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. TRENCHING

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. CLEAN UP PROCEDURES

As a part of each maintenance visit, a general clean-up program will occur. The clean-up program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris prior to mowing. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed after mowing and edging have been completed. This will encompass complete removal of weeds at curbs, pavement lines, sidewalks, storm sewer inlets, and any other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

B. WEED CONTROL

All parking lot areas, roadside curb and gutters, and sidewalks shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may temporarily suspend maintenance requirements or request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or may suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions within the project areas.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal, shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a monthly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point of Contact. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each monthly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.

B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.

C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

D. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a pH and nutrient balanced soil.

G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each

Monday. The report must specify the date, location, and all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

XI. QUALITY CONTROL, PENALTIES FOR NON-COMPLIANCE/NON-PERFORMANCE

Report Submission: A weekly report for work completed (M-F and possibly Saturday) will be submitted to the City by 12pm on the first business day of the following week.

City Staff Inspection: During the morning of the first business day of the week, City staff will inspect the project areas and will document, measure and/or photograph any deficiencies (work not completed per the contract schedule or any aspects of the work that do not meet contractual specifications or standards) found and will compare those findings with the contractor's submitted report.

Communication of Inconsistencies: Inconsistencies between staff's field inspection and the submitted report will be communicated to the contractor via email (sent with delivery and read confirmation to all known contractor emails) by the close of business on the first business day (cc'ing the City Manager and City Attorney) or as soon as possible thereafter.

Corrective Actions: The contractor will have 48 hours to complete corrective actions (those activities required to rectify noted deficiencies to contractual standards). Additional time may be provided by the Public Works Department for issues like inclement weather, holidays, etc. Any additional time allotted will be communicated in writing.

Revised Report: Once corrective actions have been completed, a revised weekly report will then be required from the contractor.

Penalties for Non-Compliance: Failure to perform the necessary corrective actions within the 48 (or City permitted) hours allotted will result in non-payment for that zone for that week. The City reserves the right to enforce penalties for non-compliance as noted above, in accordance with applicable laws and contractual agreements.

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES, & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow (weekly for 8 months, bi-weekly for 4 months)	44
Edge (Bed lines), bi-weekly	26
Edge (Hardlines), same as mowing. *Must meet FDOT requirements*, includes front and back of sidewalks	44
Monofilament Trim, same as mowing	44
Bed Weed Control	Quarterly (Feb, May, August, November)
Shrub/Groundcover Trim *Must meet FDOT requirements*	Quarterly
Tree Pruning *Must meet current FDOT requirements*	Annually, per FDOT Requirements
Palm Pruning *Must meet current FDOT requirements, no carrot topping*	Annually
Debris Policing and Disposal (all Properties)	Same as mowing
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	As needed
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Quarterly (Feb, May, August, November)
Turf Weed Control	Quarterly (Feb, May, August, November)
Overseed	n/a

Initials of Bidder: GAW

BID SHEET SUBMITTED BY:

ZIIC OUTDOORS, LLC

Name of Company Submitting Bid

Section I *(List your proposed cost (bid) for each of the items listed as well as the total for all.) A map of the sections of the roadways to be maintained is included in this packet. The portion of Commons Drive from Indian Bayou Trail to Airport is not included in the attached map as its inclusion in the final contract will be reviewed and approved by the City Manager.*

Zone	Zone Description	Annual Cost (bid)
1	**HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD):** aka US98, this includes all landscaped medians and FDOT ROW.	$ 85,000.00
2	**US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 78,500.00
3	**US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 20,000.00
4	**US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE)** This includes all landscaped medians and FDOT ROW to include stormwater swales.	$ 76,000.00
5	**MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all roadside ROWs and the roundabout at the intersection of Mountain Drive and Benning Drive.	$ 20,000.00
6	**MAIN STREET:** From Harbor Blvd/US 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the median in front of the American Legion. This includes all medians and all roadside ROWs.	$ 31,000.00
7	**LEGION DRIVE:** From Main Street to Beach Drive to include the single median and all roadside ROWs.	$ 10,000.00
8	**AIRPORT ROAD:** From US98 to Main Street to include all medians, and all roadside ROWs.	$ 48,000.00
9	**SCENIC HIGHWAY 98**: (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROWs, and all City owned parallel and off-street parking areas along Scenic Hwy 98.	$ 20,000.00

Initials of Bidder: CAW

10	**COMMONS DRIVE:** From Airport Road to Indian Bayou Trail. Includes both roadway shoulders and swales.	$ 13,000.00
11	**MATTIE KELLY ARTS PROPERTY:** 4323 Commons Drive W, approximately 6 acres. Vegetated Parking, Event Area and building surrounds.	$ 40,000.00
12	**CITY HALL, CITY HALL ANNEX, & DESTIN HISTORY & FISHING MUSEUM,** all grounds.	$ 55,000.00
13	**DESTIN CEMETERY,** upper and lower lots, includes weed/grass trimming around fence lines and all headstones, monuments, and markers.	$ 49,000.00
14	**DESTIN PUBLIC LIBRARY,** 150 Sibert Ave	$ 28,000.00
15	**MARLER STREET PARKING LOT,** 285 Harbor Blvd	$ 19,000.00
	Second Application of Pine Straw in September of each year (all serviced zones)	$ 43,200.00
	Total (to include 2nd Pine Straw Application)	$ 631,700.00

Initials of Bidder: GAW

Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.

B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

$ 55.00 Per staff hour worked

C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 15 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

CARRIE A. WILLIAMS, OWNER

Bid Authorized By (Name and Title)

Carrie A. Williams

Authorized Signature:

Date: 10 / 31 / 2024

END OF EXHIBIT A

Initials of Bidder: CAW

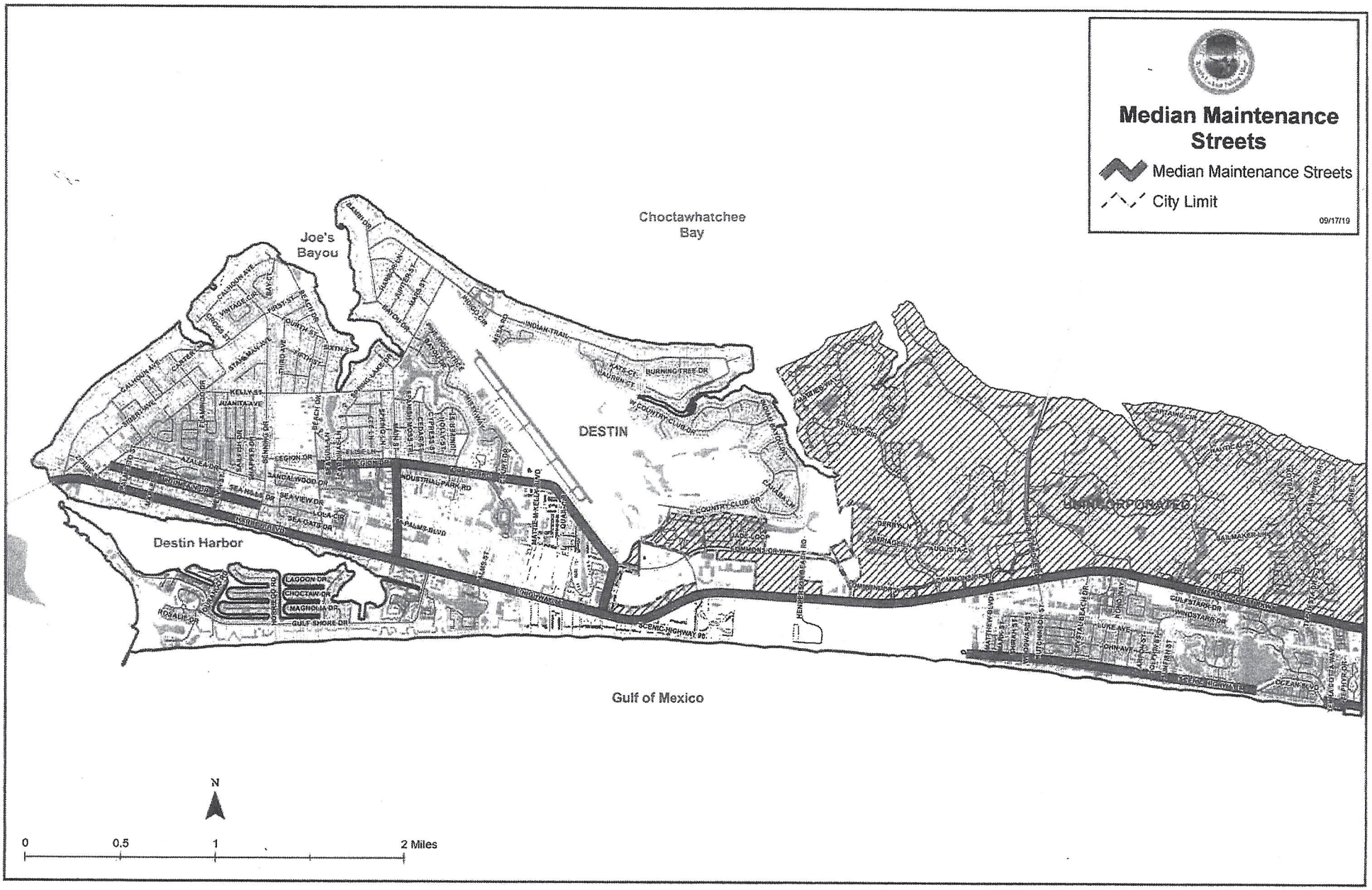

Median Maintenance Streets
Median Maintenance Streets
City Limit
09/17/19
Choctawhatchee Bay
Joe's Bayou
DESTIN
UNINCORPORATED
Destin Harbor
Gulf of Mexico
Scenic Highway 98
Emerald Grande Blvd
Destin Commons Blvd
Harbor Blvd
Kelly St
Juanita Ave
Azalea Dr
Sandalwood Dr
Seaview Dr
Sea Gate Dr
Lagoon Dr
Choctaw Dr
Magnolia Dr
Gulf Shore Dr
Rosalie Dr
Indian Trail
Burning Tree Dr
Country Club Dr
Industrial Park Rd
Palms Blvd
Airport Rd
Commons Dr
Jade Loop
Augusta Ln
Perry Ln
Carriage Ln
Hammock Bay Dr
Hailmaker Way
Gulfstar Dr
Windstar Dr
Luke Ave
John Ave
Ocean Blvd
Gulfstream Blvd
Matthew Blvd
Crystal Beach Dr
Crystal Beach Ln
Crystal Beach Pl
Crystal Beach Way
Crystal Beach Cir
Crystal Beach Ct
Crystal Beach Trl
Crystal Beach Loop
Crystal Beach Dr
Crystal Beach Ln
Crystal Beach Pl
Crystal Beach Way
Crystal Beach Cir
Crystal Beach Ct
Crystal Beach Trl
Crystal Beach Loop
N
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1
2 Miles

EXHIBIT B

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 for **RFB 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE**.

2. This sworn statement is submitted by Z116 OUTDOORS, LLC whose business address is:

P.O. Box 256, DeFuniak Springs, FL 32435

and (if applicable) Federal Employer Identification Number (FEIN) is 47-1986268.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is CARRIE A. WILLIAMS and my relationship to the entity named above is: owner.

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:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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

Initials of Bidder: CAW

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 n 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.)

Authorized Signature

10 / 31 / 2024
Date

Initials of Bidder: CAW

STATE OF FLORIDA, COUNTY OF Walton

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 1st day of November, 2024, and is personally known to me, or has provided Drivers License as identification.

Notary Public My Commission expires: October 2, 2028

Mimi Williams

Notary Public - State of Florida
MIMI WILLIAMS
MY COMMISSION # HH599529
EXPIRES: October 2, 2028
Bonded through Western Surety Company

Initials of Bidder: GW

EXHIBIT C

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 contractual services that are under this bid a copy of the statement specified in item 1 above.

4. In the statement specified in item 1. above, notify the employees that, as a condition of providing the 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.

SIGNATURE: Daniel A. Williams

DATE: 10/31/2024

COMPANY: ZIC OUTDOORS, LLC

STREET ADDRESS: P.O. BOX 256

CITY, STATE: DEFINIAK SPRINGS, FL 32433

Initials of Bidder: DW

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

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

ZIIC OUTDOORS, LLC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO BOX 256

Requester's name and address (optional)

6 City, state, and ZIP code

DEFUNIAK SPRINGS, FL 32435

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

4	7	–	1	9	8	6	2	6	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Carrie A Williams **Date** 10/31/2024

General Instructions

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

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

What's New

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

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

Purpose of Form

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2024

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

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

PRODUCER Acentria Insurance - Destin 4634 Gulfstarr Drive Destin FL 32541 License#: L100460	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 850-650-1950 **FAX (A/C, No):** 850-892-0320 **E-MAIL ADDRESS:**
INSURED ZIIC Outdoors, LLC P.O. Box 256 De Funiak Springs FL 32433 ZIICOUT-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Southern-Owners Insurance Company 10190 INSURER B : Markel Insurance Company 38970 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1542167377 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	78389699	9/5/2024	9/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC0191291-04	9/5/2024	9/5/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

ZIIC Outdoors, LLC
Contractors - Subcontracted Work - In Connection With
Construction, Reconstruction, Erection Or Repair - Not Buildings
Landscape Gardening

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Outlook

RE: QUESTION RE: RFB 24-04-PW

From Rey Bailey <rbailey@cityofdestin.com>
Date Thu 10/31/2024 11:32 AM
To ZIIC Outdoors <ziicoutdoorsllc@gmail.com>
Cc Kim Montgomery <kmontgomery@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>

No addendums have been issued so far for this project. Thanks

Rey

Rey Bailey
City Clerk
City of Destin
Phone: (850)837-4242
Fax: (850) 837-3267
E-Mail: rbailey@cityofdestin.com

From: ZIIC Outdoors <ziicoutdoorsllc@gmail.com>
Sent: Thursday, October 31, 2024 10:24 AM
To: Rey Bailey <rbailey@cityofdestin.com>
Subject: QUESTION RE: RFB 24-04-PW

You don't often get email from ziicoutdoorsllc@gmail.com. Learn why this is important

Good morning!

I am inquiring about RFB 24-04-PW. Have there been any addendums issued at this time?

Thank you.



Carrie Williams, ZIIC Outdoors, LLC
850-635-5202

"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."

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS RIGHT-OF-WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

On December 16, 2024, ~~THE CITY COUNCIL OF THE~~the City Council of THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Gulf Coast Environmental Contractors, Inc.~~)~~, herein referred to as the **Contractor**, to supply miscellaneous right-of-way and grounds maintenance for certain City-owned and maintained properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "~~A~~B" and their response to **RFB 24-04-PW**, and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS MEDIAN AND RIGHT-OF-WAY MAINTENANCE CONTRACT:

1. Entire Contract:
This Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract (the "Contract") represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with all applicable miscellaneous median and right-of-way maintenance work for specific City properties and FDOT rights-of-way. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:
This ~~contract~~ Contract will be in effect from **January 1, 2025,** through **December 31, 2025,** and is for supplying the City with miscellaneous right-of-way and grounds maintenance services. Upon the ~~agreeance~~ mutual written agreement of both parties, this ~~contract~~ Contract is eligible for up to four one-year renewals. If Contractor elects not to renew this Contract, it shall provide the City at least sixty (60) days written notice.

4. Time for Performance:
The Contractor agrees to provide right-of-way and grounds maintenance services to the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon ~~contract~~ Contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. Contractor's Cost Schedule is attached hereto as Exhibit "B."

a. Requests for Compensation (Invoices) shall be accompanied by the following:
    1. A description of the Work performed and a copy of email (or similar) that initiated said Work was completed per the terms of this agreement;
    2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
    3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:
Contractor shall, during the performance of the ~~contract~~Contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and on behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:
Contractor 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 of any nature, 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 exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:
The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

~~This contract may be canceled by either party with a thirty-day written notice and~~ This Contract is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee. The Public Works Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All ~~work~~ Work shall be done under the supervision of the City's Public Works Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A."~~.~~

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the ~~work~~ Work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory ~~contract~~ Contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.
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.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the ~~work~~ Work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this ~~contract~~ Contract shall be in the state courts of Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract 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 section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waiver 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.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract 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 provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR 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.

15.6 Anti-Human Trafficking Certification

The Contractor will complete and sign the attached "Anti-Human Trafficking Affidavit" as required of 787.06(13), Florida Statutes as required. This Anti-Human Trafficking Certification is attached hereto as Exhibit "C."

15.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.8 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:

As to the City:	As to the Contractor:
Larry Jones	Gulf Coast Environmental Contractors, Inc.
4200 Indian Bayou Trial	1765 E Nine Mile Rd Suite 1, #10
Destin, Florida 32541	Pensacola, FL 32514

15.9 Public Records

Contractor 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 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.

15.10 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., ~~CONSULTANT~~CONTRACTOR 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~~CONTRACTOR shall require each of its subcontractors to provide

~~CONSULTANT~~CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ~~CONSULTANT~~CONTRACTOR 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~~CONTRACTOR, 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~~CONTRACTOR otherwise complied, shall promptly notify ~~CONSULTANT~~CONTRACTOR and ~~CONSULTANT~~CONTRACTOR 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~~CONTRACTOR acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by ~~CONSULTANT~~CONTRACTOR, ~~CONSULTANT~~CONTRACTOR may not be awarded a public contract for at least one (1) year. ~~CONSULTANT~~CONTRACTOR 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.

~~d)~~ e. *Subcontracts.* ~~CONSULTANT~~CONTRACTOR 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~~CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

~~As to the City:~~ ~~As to the Contractor:~~

~~Larry Jones~~ ~~Gulf Coast Environmental Contractors, Inc.~~
~~4200 Indian Bayou Trial~~ ~~1765 E Nine Mile Rd Suite 1, #10~~
~~Destin, Florida 32541~~ ~~Pensacola, FL 32514~~

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2024.

ATTEST:

_____
Rey Bailey
City Clerk

CITY OF DESTIN

By: _____
Larry Jones
City Manager

SEAL

As to Legal Form:

_____
Kimberly Kopp
City Attorney

Gulf Coast Environmental Contractors, Inc.
CONTRACTOR:

By: _____
(Signature)

_____
Witness

_____
(Printed Name)

_____
Witness

Its: _____
(Title)

EXHIBIT "C"

ANTI-HUMAN TRAFFICKING AFFIDAVIT for RFB 24-04-PW

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
(signature)

Printed Name: _____
Title: _____
Nongovernmental entity: _____
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 4, 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 John Stephens
Councilmember Kevin Schmidt
Councilmember Torey Geile
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Terésa Hebert

Destin City Staff

Interim City Manager Larry Jones
Public Information Director Tamara Young
Projects/Grants/Contract Manager Jeffrey Cozadd
Community Development Director Tina Deater
Deputy Comm Dev Director Steve O'Connor
Parks & Recreation Director Lisa Firth
City Attorney Kimberly Kopp
City Clerk Rey Bailey
IT Director Andy Peters
Principal Planner Daniel Butler
HR Director Jamie Haynes
Public Works Director Michael Burgess
Finance Director Krystal Strickland

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 the Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

- Reorder the agenda to move item 4A to follow item 5A for discussion.
- Add agenda item 5J – Request to reschedule City Council Workshop – *LDC Rewrite* from November 19th to December 3rd.

Motion by Councilmember Hebert, seconded by Council Stephens, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

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

A. Proclamation - Epilepsy Awareness Month

Mayor Wagner read the Proclamation designating November 2024 as *National Epilepsy Awareness Month.*

B. Choctawhatchee Basin Alliance - Annual Report to City Council, Program and Water Quality Update

Ms. Kayla Wingard, CBA Monitoring Program Manager, presented the annual NPDES report to the city council.



Public Education and Outreach

CBA provides education programs to students and the public focused on place-based environmental science.



Destin Middle School

- 5th grade students participate in Grasses in Classes (GIC)
  - Salt marsh grasses grown at school
- CBA staff teach stormwater and environmental education with **hands-on** lessons in the classroom
- End-of-year **field trip** with CBA staff and volunteers at a Living Shoreline in the Spring



CBA Presentations

CBA presents current research and focused information in monitoring, restoration, and research for community groups. Recent events include:

Destin Forward Leadership Class, Waterways Day September 12, 2024. Captain Leonard Park, Destin, FL.

- Focused on CBA mission, erosion control, and water quality.

- Past: Destin Rotary Club – March 5th
- Upcoming: Panhandle Flyfishers - November 4th



Public Involvement / Participation

Earth Day Beach Cleanup at Norriego Point – April 20th

International Coastal Cleanup at June White Decker Park– September 21st



Common Items
Food wrappers
Cigarette butts
Plastic bags
Plastic bottle caps
Straws/stirrers
Plastic Bottles
Beverage cans
Plastic Lids
Toys



Public Involvement / Participation

Volunteer Water Quality Monitoring

- Monthly sampling and data collection at **six** stations
- Monthly sampling in the Destin Harbor—an opportunity to train volunteers and engage community leaders and stakeholders, with the assistance of Luther's Pontoons
- One open position for a City of Destin volunteer (Joe's Bayou/Indian Bayou)



CBA Destin Water Quality

Numeric Nutrient Criteria (NNC)

Annual Geometric Means (AGM)

	West Bay	Middle Bay
Total Phosphorus:	0.049 mg/L	0.020 mg/L
Total Nitrogen:	0.54 mg/L	0.36 mg/L
Chlorophyll-a:	4.1 µg/L	3.1 µg/L

Pollution Prevention/Good Housekeeping

Berkley Conservation Institute
Dedicated to the Future of Fishing™

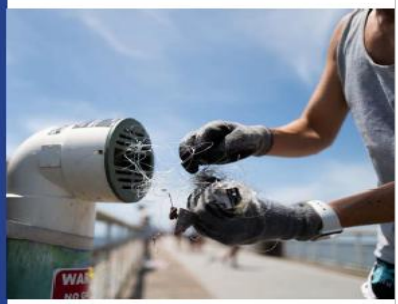


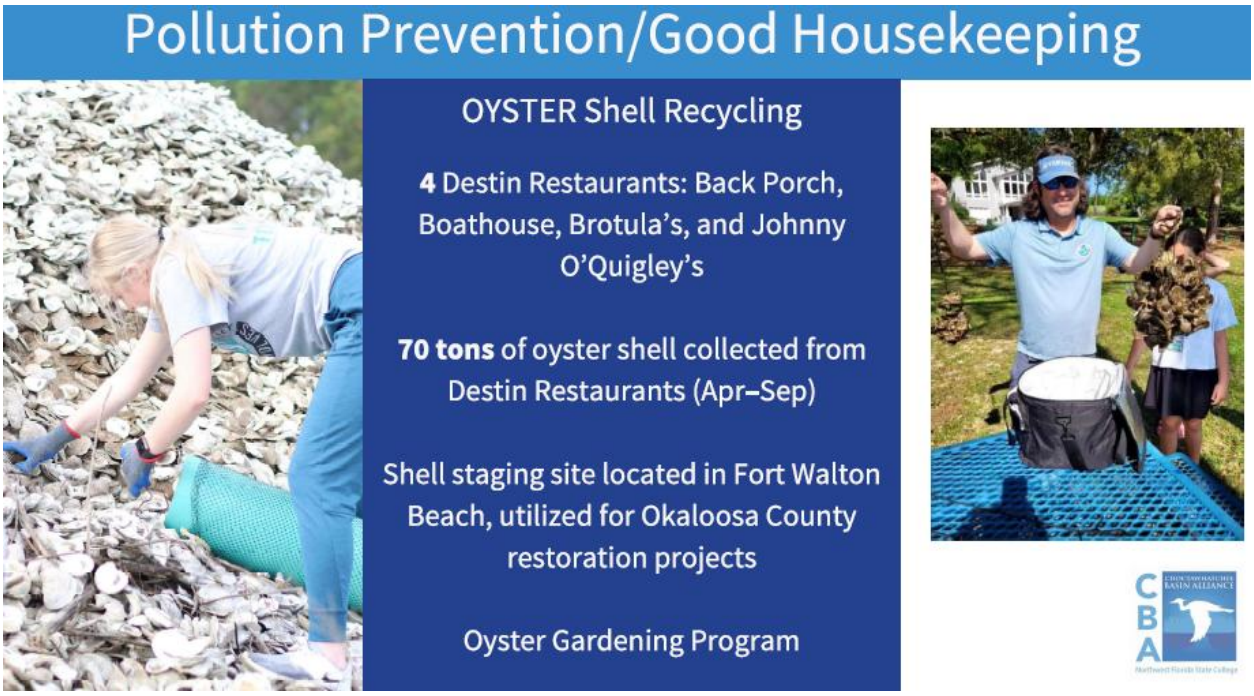
Monofilament Recycling

> 35 miles of monofilament fishing line recycled in Destin last period (Apr–Sep)

5 Destin Stations: Destin Harbor (4), Joe's Bayou Boat Ramp (1)

Destin bins are maintained by **2 volunteers** and CBA staff





Councilmember Stephens confirmed the city's current setup with two water sampling companies and explored whether CBA could help streamline the sampling process. He proposed having just one company collect water samples for bacteria testing and deliver them to the laboratory, aiming for efficiency in handling and transporting the samples. The Interim City Manager indicated that coordination with CBA would be beneficial and suggested further conversations to explore aligning CBA's sampling frequency with the city's existing practices. He emphasized the potential for collaboration and noted that the city would reach out to facilitate this partnership.

Councilmember Destin recommended that the council consider supporting CBA through the city's net-positive environmental benefit regulations. He proposed that environmental credit be given to those who contribute through donations or through efforts like oyster stations directly supporting the Basin. Alternatively, a portion of environmental benefit funds could be earmarked for CBA's initiatives, recognizing the alignment between the CBA's mission and the city's environmental goals.

2. PUBLIC COMMENTS

Ms. Monica Wallis from Destin Water Users expressed support for the undergrounding initiative, commending its strong and purposeful approach. She highlighted the importance of involving all stakeholders, particularly underground utilities, in the planning and construction phases, adding that while aerial utilities have been addressed in discussions, underground utilities have not been significantly involved in the design process thus far. She referenced the Highway 98 project as a successful example of collaborative planning: A year was spent coordinating with all utilities to design a plan that ensured efficiency and mutual satisfaction. The key to success was frequent meetings and open communication among stakeholders. She suggested conducting bi-weekly meetings to facilitate planning and coordination as the project moves into the construction phase. She emphasized the Destin Water Users' willingness to collaborate and contribute to the project's success.

3. CONSENT AGENDA

A. Declaration of City Equipment as Surplus - Dump Truck, Pick-Ups, mowers, power equipment
B. FY25 Resurfacing Projects, authorization to issue Purchase Orders
C. FY 2025 Budget Amendment #1 - GRANT BALANCES
D. Indian Bayou Trail Roundabout, stormwater repair, authorization to issue a Purchase Order

E. Interlocal Agreement with County - Four Prong Lake - permit fees
F. Grant Agreement DEP L0028 - Four Prong Lake Emergency Outfall Project
G. Clement Taylor Park - Covenant of Use, Purpose and Ownership document
H. Mattie Kelly Outfall – Engineering Design Concept Approval
I. DO 20-02 The Charles Right-of-Way Permanent Acceptance – South Mattie M. Kelly Blvd
J. 503 Norriego Road, Residential Marine Construction, HWB-001463-2024
K. 526 Norriego Road, Residential Marine Construction, HWB-001441-2024
L. 531 Norriego Road, Residential Marine Construction, HWB-001398-2024
M. Approval of minutes of October 7, 2024, Regular City Council Meeting
N. Approval of minutes of September 23, 2024, City Council Workshop - LDC Rewrite

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve Consent Agenda items 3A through 3N passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

4. CITY MANAGER REPORTS

A. Resolution 24-12 Supplemental Debt Resolution

The City Attorney read Resolution 24-12 by title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA SUPPLEMENTING ORDINANCE NO. 24-19-CN ENACTED ON THE DATE HEREOF, WHICH AUTHORIZED ISSUANCE OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF $25,000,000 FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE COSTS OF VARIOUS CAPITAL IMPROVEMENT PROJECTS IN THE CITY INCLUDING WITHOUT LIMITATION THE ACQUISITION OF CERTAIN LAND LOCATED AT 1 HARBOR BOULEVARD FOR THE PURPOSE OF PROVIDING PUBLIC PARK OR OTHER PUBLIC FACILITIES, UNDERGROUNDING OVERHEAD UTILITY FACILITIES ALONG HIGHWAY US 98 FROM THE MARLER BRIDGE TO AIRPORT ROAD AND THE DESIGN AND CONSTRUCTION OF THE CROSSTOWN CONNECTOR PROJECT; PROVIDING FOR CERTAIN DETAILS OF SUCH NOTE; APPROVING THE FORM AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Bagby moved to approve Resolution 24-12, Supplemental Debt Resolution, seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

B. Utility Undergrounding Carrier Contracts

The Interim City Manager noted that this item concerns contracts for undergrounding utilities with four service providers: Cox, CenturyLink, Unity Fiber, and Gigapower. It involved approval of agreements to bury their utility lines as part of a coordinated effort to enhance infrastructure.

Councilmember Hebert moved for approval of, and to authorize the City Manager to execute, the Cox Facility Undergrounding Agreement; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

Councilmember Hebert moved for approval of, and to authorize the City Manager to execute, the Century Link Facility Undergrounding Agreement; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

Councilmember Hebert moved for approval of, and to authorize the City Manager to execute, the Uniti Fiber Facility Undergrounding Agreement; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

Councilmember Hebert moved for approval of, and authorize the City Manager to execute, the Gigapower Coordination Agreement; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

C. ADS - Full Notice to Proceed

The Interim City Manager requests that the council approve full notice to proceed for Acute Drilling Systems to begin the substantial undergrounding of utilities. A limited notice to proceed had been issued in June, allowing preliminary steps to move forward. With preparatory work completed and agreements in place, the full notice to proceed is being presented for approval. The proposed not-to-exceed amount for this phase of the project is $10,283,950.75**.**

Councilmember Destin moved to approve the issuance of the full Notice to Proceed to ADS for the Phase 1 Utility Undergrounding contract, seconded by Councilmember Hebert.

Councilmember Stephens inquired about the involvement of Destin Water Users. The Interim City Manager noted that a kickoff meeting is scheduled for Wednesday at 2:00 PM at the City Hall, to which Destin Water Users have been invited.

Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

D. State Appropriation Requests

The Interim City Manager expressed the need to identify and prioritize funding requests for state legislature during the upcoming appropriations cycle, noting that the city submitted 7 requests last year, of which two were funded: $1 million for Four Prong Lake Outfall and $100,000 for harbor dredging. Potential projects for the 2026 fiscal year from the Capital Improvement Plan (CIP) include shade structures and safety netting at Morgan Sports Center ($65,000 for shade, $450,000 for netting; the city would request half of these amounts). He sought directions from the council on what projects to prioritize and the preferred process for compiling the funding request list.

Councilmember Destin suggested resubmitting the funding request for the Stahlman Avenue Intersection Improvements, which was vetoed by the governor last year, expressing hope that persistence in resubmitting the project might lead to eventual approval.

Councilmember Destin moved to include the Stahlman Intersection Improvements to the state appropriation requests; seconded by Councilmember Bagby. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

Councilmember Bagby proposes a more comprehensive, strategic approach to identifying funding priorities, proposing a "holistic view" of projects. He recommended that staff develop a prioritized list of projects, including those already requested but not funded last year. Projects with detailed plans and public backing, such as the boardwalk under the bridge. He suggested leveraging collaboration with the county delegation, particularly on projects with regional benefits, like Tarpon Beach Improvements.

Councilmember Schmidt moved to direct the City Manager to instruct staff to prepare a prioritized list of major infrastructure projects, mainly identifying projects that would require external funding, either from the county or the state taking into account timelines from the state, with the goal of presenting it at a meeting in December; seconded by Councilmember Heber. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

E. Fire District Dock - Boat Slip Lease

The Interim City Manager informed the council that the fire district was consulted regarding the potential for revising the lease language to accommodate other municipal uses for the boat slip other than for code compliance, but the fire district declined. As a result, the lease terms and conditions remain unchanged from those presented two meetings ago.

Councilmember Schmidt moved to table this item, seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

F. All Employee Survey

The City Manager presented options for conducting the 2025 employee satisfaction survey, outlining several alternatives for consideration:

1. PolCo Options:
    - $5,500 "out-of-the-box" survey with no customization.
    - $8,500 customizable survey allowing for open-ended questions.

2. Evergreen Options:
    - $8,000 customizable survey.
    - $12,000 survey with analysis.
    - $15,000 survey with benchmarking.

3. Survey Monkey (Recommended by staff):
    - Annual subscription of $668.
    - Allows full customization of questions.
    - Ensures confidentiality and anonymity of responses.
    - Proposed approach to base new survey questions on prior surveys for consistency and benchmarking changes over time.

Councilmember Hebert moved to direct staff to conduct the 2025 All Employee Satisfaction Survey in-house with the paid version of Survey Monkey; seconded by Councilmember Stephens.

Councilmember Destin expressed his support for the motion, while highlighting the importance of crafting questions thoughtfully to prevent influencing the results. He suggested aligning the design closely with previous surveys to maintain unbiased comparisons over time.

Councilmember Bagby expressed support for the motion, though he noted a preference for exploring alternative options. He acknowledged the cost savings associated with the chosen approach and highlighted the importance of avoiding interruptions in the survey process. He referred to the city's policy, in place since 2010, of alternating between citizen and staff surveys every two years. He also underscored the value of benchmarking against previous survey results to inform strategic planning efforts.

Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember King was absent from the meeting).

G. Boardwalk Under the Bridge/PD&E/Stahlman Intersection - scope of work change

The council revisited the scope of work for the Boardwalk Under the Bridge project at the Stallman Intersection. The discussion centered on a prior study conducted by Baskerville Donovan, with questions raised about whether the scope of work aligned with the council’s original directives. Clarification revealed that while the scope was consistent with the original

approval, additional cost estimates extending to the Airport Road component were included. A fee reduction proposal of $3,126 was offered by the consultant to adjust the scope.

The Interim City Manager explained the situation, noting that the council could either accept the fee reduction and modify the scope, or retain the current work plan. It was highlighted that future funding opportunities might necessitate revisiting cost estimates, which could result in additional expenses. The Interim City Manager clarified that no immediate action was required unless the council decided to adjust the scope.

Councilmember Hebert moved to instruct the Interim City Manager to work with Baskerville-Donovan and bring back to council an updated task order reflecting the proposed fee reduction of $3,126; seconded by Councilmember Stephens.

Councilmember Destin highlighted that a prior council motion clearly defined the scope but noted that modifications had been made without council approval, deviating from established policy. He emphasized the importance of adhering to the initially approved scope moving forward and requested to be included in related meetings as the council liaison designated by the motion.

The mayor expressed concerns about removing cost estimates, noting their potential value for future appropriations or grant applications. He questioned whether saving $3,126 now could lead to higher costs later if the estimates had to be recreated.

Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

H. Draft Minutes of Standing Committee and Board Meetings - Informational Only

I. Announcements

1) A request was previously made by the council to explore ways for youth to fish from the boardwalks in the harbor. Challenges such as private property concerns and liability issues were noted. A meeting is scheduled for Wednesday with Mr. Bill McKissic from the Harbor and Waterway Committee, Captain Fulghum of the Sheriff's Office, and a high school fishing club representative to discuss potential solutions.

2) The Marler Bridge PDN (Public Development Notice) is progressing, with a public alternatives meeting planned for December 3. Announcements will soon be sent to elected officials and stakeholders.

3) In light of the upcoming general election, residents were advised to check their voting precincts on the City of Destin's Facebook page, where a link is provided.

4) City facilities will be closed on Monday, November 11, to honor Veterans Day, with gratitude expressed for the service of veterans and active duty personnel.

5) The Holiday Craft Show is scheduled for November 15-16 at the community center, with vendor registration available on the city website.

6) The November 18 city council meeting will include the inauguration of new council members and a ceremony honoring outgoing members completing their terms.

J. Reschedule City Council Workshop – LDC Rewrite – from Tuesday, November 19th to Tuesday, December 3rd, beginning at 5:30 PM.

Councilmember Hebert made a motion to reschedule the November 19th City Council Workshop – *LDC Rewrite* – to December 3rd. Motion was seconded by Councilmember Bagby and passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

5. PUBLIC HEARINGS

A. Second reading of Ordinance 24-19-CN - Authorizing the issuance of the city's Non-Ad valorem revenue note, Series 2024 in the principal amount of not to exceed $25,000,000 for the purpose of financing various capital improvement projects in the city including without limitation the acquisition of certain land for the purpose of providing public park facilities located at One Harbor Blvd, construction of the cross-town connector roadway, and undergrounding overhead utilities.

The City Attorney read proposed Ordinance 24-19-CN by title, and then presented it to the city council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $25,000,000 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENT PROJECTS IN THE CITY INCLUDING WITHOUT LIMITATION THE ACQUISITION OF CERTAIN LAND FOR THE PURPOSE OF PROVIDING PUBLIC PARK FACILITIES LOCATED AT 1 HARBOR BOULEVARD, CONSTRUCTION OF THE CROSS-TOWN CONNECTOR ROADWAY, AND UNDERGROUNDING OVERHEAD UTILITIES; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING 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 their discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve Ordinance 24-19-CN on second reading passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

Following agenda item 5A, the next item discussed was agenda item 4A - *Resolution 24-12 Supplemental Debt Resolution*

B. Second reading of Ordinance 24-18-CC - Amending Chapter 6 "Buildings and Building Regulations" of the Code of Ordinances; amending sections relating to flood hazard areas and floodplain management.

The City Attorney read proposed Ordinance 24-18-CC by title, and then presented it to the city council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES. AMENDING SECTIONS RELATING TO FLOOD HAZARD AREAS AND FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; 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 their discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve Ordinance 24-18-CC on second reading passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

C. Second reading of Ordinance 24-12-LC - Amending Land Development Code Section 11.04.00 Floodplain Management; amending sections relating to elevation of manufactured homes in flood hazard areas.

The City Attorney read proposed Ordinance 24-12-LC by title, and then presented it to the city council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING LAND DEVELOPMENT CODE SECTION 11.04.00 FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; AMENDING SECTIONS RELATING TO ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; 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 their discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve Ordinance 24-12-LC on second reading passed 6-0 (Council members Schmidt, Hebert,

Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

D. Request for approval of a Major Development Order application (DEV-001331-2024). This project includes the construction of the Tarpon Beach Access Parking Lot, four pavilions, a Little Adventures outpost, a restroom facility, an ADA compliant wooden boardwalk to the beach, and the associated site infrastructure. The subject project is generally located at 3310, 3320, and 3324 Scenic Highway 98, totaling approximately 3.08 acres.

The City's Principal Planner Daniel Butler introduced the project as a major development order application. The project, known as *The Shores at Tarpon Beach*, is a joint endeavor between the City of Destin and Okaloosa County. The site is located at 3310 through 3324 Scenic Highway 98 and encompasses approximately three acres.

The proposed development involves the construction of a parking lot with the following features:

- 49 standard parking spaces,
- 29 low-speed vehicle (LSV) spaces, and
- 3 oversized vehicle spaces,

City staff are recommending the approval of the development order.

The City Clerk sworn in the following individuals for testimony:

- Community Development Director Tina Deater
- Deputy Community Development Director Steve O'Conner
- Principal Planner Daniel Butler
- Deputy County Administrator of Operations for Okaloosa County Craig Coffey

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

Councilmember Hebert moved to approve Shores at Tarpon Beach, a Major Development Order, as presented; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

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

A. Councilmember Stephens
B. Councilmember Geile
C. Councilmember Destin
D. Councilmember Bagby
E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt raised a concern regarding the Destin Water Users (DWU) apparently not being involved in the planning phases of the utility undergrounding project, despite having significant underground infrastructure in the area. He asked staff to follow up and provide a clear explanation at the next meeting on why DWU was not previously included, ensuring all relevant parties are on board for future phases.

Councilmember Destin emphasized the importance of coordinating with Okaloosa Gas, highlighting the potential dangers involved if gas lines are disrupted during construction.

Councilmember Bagby requested that the project consultant attend the next council meeting, either virtually or in person, to discuss their preparedness for handling potential issues. Specifically, Councilmember Bagby emphasized the need for the consultant to present a more thorough plan addressing current underground utility, including gas lines, sewer lines, sump pumps, and septic tanks, which could complicate the project and lead to unforeseen delays due to outdated infrastructure.

Next, Councilmember Schmidt questioned the delays with the batting cage permit at Morgan's Sports Complex.

Staff will provide an update on the contractor's timeline at the next meeting.

H. Mayor Wagner

Mayor Wagner provided information on research into potential Triumph funding for local projects. This funding, sourced from BP oil spill settlements, aims to support economic initiatives beyond tourism, such as job creation and sustainability projects. The mayor noted they are reviewing successful applications to align prospective projects with Triumph's criteria. Aiming for further discussion in a city visioning session, they will evaluate projects eligible for Triumph funding to potentially integrate these ideas into the city's budget planning.

1) Proposed Resolution 24-13 -- US 98 Intersection Improvements

Mayor Wagner introduced a resolution of support regarding safety improvements to an intersection on US Highway 98 near Whole Foods and Legendary Marine. He presented the issue, explaining that FDOT) had flagged the intersection due to a high number of accidents—63 incidents in the last five years, averaging about one per month. FDOT proposed a plan to convert the current left-turn lanes into right-turn-only lanes to mitigate these safety concerns

Councilmember Bagby requested more data, specifically whether the intersection is among the city's top ten most dangerous, as assessed by the sheriff's office.

Councilmember Bagby moved to table the resolution, requesting further analysis by city staff, the sheriff's office, and planning experts to determine the necessity of the proposed adjustments. Motion seconded by Councilmember Hebert and passed 6-0

(Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

I. City Attorney

The City Attorney announced that Councilmember King is seeking council's support for navigational lighting at the local pass to enhance safety for charter fishermen and other users. The request outlined the need for lighting on the jetties and rocks near the pass as a priority and, secondarily, lighting on navigational markers in the surrounding area. This area falls outside the city's jurisdiction and would require coordination with the U.S. Coast Guard. The Council could proceed with either a letter of support or a resolution, which could be introduced at a future meeting.

Councilmember Destin moved to proceed with a resolution of support endorsing the project; seconded by Councilmember Bagby. Motion passed 6-0 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King was absent from the meeting).

1) Destin Fishing Fleet, Inc. v. City of Destin, 2019 CA 002599 (Okaloosa County, Florida) - Approval for Costs

Councilmember Hebert moved to approve the engagement letter with the Warner Law Firm and to encumber $50,000; seconded by Councilmember Bagby. Motion passed 4-0 (Council members Schmidt, Hebert, Bagby, and Geile voted "yes"; Councilmember King was absent from the meeting; and Council members Destin and Stephens abstained from voting).

The City Attorney announced that the property at 222 Sibert is still not in compliance despite multiple warnings from Code Compliance staff, who had been assured by the property owner that compliance would be achieved by this day. Since the property remains non-compliant, the intent is to file a foreclosure complaint within the month, explaining that they had delayed drafting legal documents to avoid unnecessary legal costs if compliance was achieved. The necessary title work has been completed, and that she plans to file the complaint promptly.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:25 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 21, 2024
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM

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

Destin City Council

Mayor Pro Tem Dewey Destin
Councilmember Johnny King
Councilmember Jim Bagby
Councilmember Torey Geile
Councilmember Terésa Hebert

Destin City Staff

Interim City Manager Larry Jones
Projects/Grants/Contract Manager Jeffrey Cozadd
Principal Planner Steve O'Connor
Parks & Recreation Director Lisa Firth
Deputy Public Works Director Joe Bodi
Community Development Director Tina Deater
City Clerk Rey Bailey
IT Director Andy Peters
Finance Director Krystal Strickland
Public Works Director Michael Burgess
Code Compliance Manager Troy Williams
City Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Dewey Destin 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.

AGENDA APPROVAL

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve the agenda passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

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

2. PUBLIC COMMENTS

Ms. Carrie Harbarger, a resident of Mountain Drive, shared her perspective on the impact of livery vessels in the community. She recalled events from approximately 11 years ago when the city was emerging from an economic downturn and worked with the Tourist Development

Council (TDC) to attract visitors with higher spending capacities. She emphasized the importance of diversifying the economic contributions to the harbor community. She highlighted that visitors brought in by livery vessels contribute significantly to local businesses, including her own, and noted that catering exclusively to one sector, such as the fishing community, limits broader economic benefits. Ms. Harbarger questioned why discussions about livery vessels persist if operators meet requirements like parking and licensing. She urged the council to recognize the value these vessels bring by attracting high-profile clientele, such as NFL players, who support the local economy. She encouraged council members to consider these points carefully in future deliberations.

Mr. Max Fogerty of Driftwood Lane described his efforts to becoming a business owner. He stated that he began his efforts to establish a business in 2020 but encountered confusion and challenges with regulatory processes for livery and bareboat permits. He struggled to navigate unclear rules, including overlapping moratoriums and the requirement for a Business Tax Receipt (BTR) before applying for a livery permit. He expressed respect for the fishing industry and its importance to the town's identity and economy and aims to contribute positively to the community while respecting established businesses. He asked for leniency or inclusion in potential grandfathering provisions, emphasizing a willingness to comply with rules and regulations moving forward.

Mr. Ryan Holloway highlighted the significant spending by affluent clients on yacht charters, suggesting this clientele contributes substantially to local businesses and real estate. He advocated for expanding business opportunities, arguing that the city should embrace growth to attract high-value tourists rather than restricting yacht operations. He criticized existing regulations as overly restrictive and biased, stating that policies were originally intended for pontoon boats and are being unfairly applied to yachts. He emphasized the need for policies that enhance Destin's reputation and economic vitality by catering to affluent visitors.

Mr. Matthew Davis represented the fishing community as a fourth-generation Destin resident, emphasizing his family's deep ties to the industry. He clarified that his charter business does not engage in fishing, instead focusing on eco-tourism and wildlife observation, which does not compete with traditional fishing charters. He shared examples of high-profile clients who bring significant revenue to the area and often patronize fishing charters after his tours, boosting the local economy. He suggested that medallion requirements should include limits on issuance to ensure fair regulation across all charter operations. He highlighted the unchecked growth of new fishing charter boats as a potential issue.

Ms. Patti Brown, co-owner of the yacht *Misbehaving*, spoke on behalf of herself and her husband, Gary Troop, about their yacht charter business. She emphasized their commitment to compliance with city regulations, contributing to the local economy, and providing a luxury experience for tourists. She described their business model as distinct from fishing or pontoon operations, highlighting significant investments in commercial dock space, insurance, and licensing.

Ms. Brown recounted past collaborative efforts with the city, such as working with committees to resolve issues at the Destin Airport. She expressed concern over potential restrictions on bareboat charters, noting that they are essential for maintaining the viability of their business. She also criticized the concept of medallions, likening them to extortion and suggesting they should not retain value once operations cease.

Ms. Brown read a statement from Gary Troop, reiterating their compliance with regulations and the significant costs associated with operating a yacht charter, including $2,000 monthly for commercial dock space and $13,000 annually for insurance. Mr. Troop argued that their business fills a niche market and does not compete directly with fishing or pontoon rentals. He opposed medallion requirements, citing the risk of market manipulation and negative economic consequences. He urged the council to support small businesses like theirs by finding a fair solution.

Ms. Brown also read a statement from Matt Condon, owner of United Yachts. Mr. Condon expressed concerns over the proposed livery ban, which would impact his management of four yachts. He predicted the ordinance would force his business to close or relocate. Mr. Condon requested that existing yacht operators be allowed to file for livery registration, following the precedent set for other businesses during the original ordinance implementation.

3. CONSENT AGENDA

A. Grant Agreement DEP L0029 - Destin Harbor Dredge Project
B. RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project
C. Grant Agreement DEP P5100 - Pickleball Project
D. Professional Planning and Grant Consulting Services RFQ 24-12-CD
E. Okaloosa County Sheriff's Service Agreement FY2025
F. Approval of DEX Lease Agreement
G. RFB 24-08-REC Independence Day Fireworks
H. Destin Main Street Betterment Alliance - Veteran's Day 5k
I. McGuire's Irish Pub Halloween Run 5/10k
J. Approval of minutes of August 19, 2024, Regular City Council Meeting
K. Approval of minutes of August 5, 2024, Regular City Council Meeting

Councilmember Hebert moved for approval of Consent Agenda items 3A through 3K; seconded by Councilmember Bagby. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

4. CITY MANAGER REPORTS

A. RFB 24-14-REC Morgan Sports Center Field and Parking Lot Lights

The Interim City Manager discussed this item which concerned a staff recommendation regarding field lighting for the Morgan Sports Park, including the field and parking area. A prior meeting had reviewed a proposal using a Sourcewell bid, but the council directed staff to prepare a Request for Proposals (RFP) for further consideration. Staff recommends that the council approve the RFP to initiate the bid process. He also noted that if the earlier proposal proves more favorable upon review, the council retains the option to revisit it. The RFP approval would enable the project to move forward efficiently, with a commitment to return the results to the council as quickly as possible.

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve RFB 24-14-REC – Destin Morgan Sports Center Lighting and authorize the City Manager to advertise the RFB passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

B. Boardwalk Under the Bridge/PD&E/Stahlman Intersection – Update

Mr. Jason Frick, an engineer from Baskerville-Donovan, provided an update on two major city infrastructure projects:

1. Boardwalk Under the Bridge Project: A design-focused project to enhance pedestrian connectivity.
2. PD&E (Project Development and Environment) Study: A congestion management analysis along US 98, including the Stallman intersection.

Mr. Frick emphasized the project's scope, current progress, and next steps, supported by a PowerPoint presentation. He clarified the two main divisions:

- Division 1: Design of the boardwalk under the bridge.
- Division 2: PD&E study from Stahlman Avenue to Airport Road.

Boardwalk Under the Bridge:

- Project Scope: Connecting the Zerby Street parking lot to the boardwalk under the Marler Bridge with a safe, ADA-compliant pedestrian walkway.
- Design Details:
    - 12-foot-wide pedestrian path starting at Zerby Street parking lot.
    - Improved crosswalks and green space for pedestrian safety.
    - Integration of a drainage swale to address stormwater issues.
    - Concrete and asphalt pathways transitioning into an elevated section for flexibility in bridge maintenance.
- Status: Plans are at 30% completion. Approval is sought to proceed with permitting and detailed design phases.
- Next Steps:
    - Secure state and Department of Environmental Protection (DEP) permits.
    - Finalize the design, including lighting, security, and drainage.

PD&E Study (Division 2):

- Scope of Work: Develop traffic congestion solutions from Stahlman Avenue to Airport Road, with a focus on the Stahlman intersection and implications of the Cross-Town Connector project.
- Proposed Concepts:

- Adding a second left-turn lane at Stahlman for increased vehicle stacking.
- Closing the median near Maguire's and implementing pedestrian barriers to prevent unsafe crossings.
- Proposing a one-way northbound flow on Stahlman, with a roundabout at the Stahlman, Melvin, and Palmetto intersection for safer traffic flow.
- Suggested future improvements based on FDOT feasibility studies, such as median closures and additional signals.

Council Discussion:

- Boardwalk Under the Bridge:
  - Council expressed unanimous support for moving forward with the boardwalk design and permitting.

- PD&E Study Scope Clarification:
  - Several council members recalled the original intent was to focus on the Stahlman intersection rather than the entire stretch from Marler Bridge to Airport Road.
  - Concerns were raised about the broader scope including median closures, traffic signals, and controversial design changes outside the Stahlman focus area.

- Cost Implications:
  - Questions arose regarding whether the broader scope influenced the project cost. Baskerville-Donovan offered to review and adjust their pricing if the council wished to narrow the study's focus to Stahlman.

- Roundabout Design Concerns:
  - Council members highlighted potential traffic and safety issues with the proposed roundabout design at Stahlman and Palmetto. It was suggested that Baskerville-Donovan study examples from other cities with successful roundabouts.

Councilmember Bagby moved to direct staff to move forward with the Boardwalk Under the Bridge concept as presented and to have staff work with the city's consultant towards the 30% plans passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

The council deferred approval of the PD&E study for broader traffic management. The council directed Baskerville-Donovan to narrow the study to the Stahlman intersection and reassess the associated costs.

Baskerville-Donovan to revise and submit a new cost estimate reflecting the narrowed PD&E scope.

C. TDC Monthly Report - Informational Only

Councilmember Bagby provided the following analysis of the tax revenues and trends within the current taxing district. He referenced data comparing Fiscal Year (FY) 2023 and FY 2024 to highlight key points about tax collection and revenue generated by rental units.

- In FY 2024, the Tourist Development District (TDD) collected $40,553,076, compared to $40,580,053 in FY 2023. Despite the tax rate remaining unchanged, overall collections slightly declined.
- The number of units in the taxing district increased from 13,284 in FY 2023 to 13,632 in FY 2024. Despite this growth, the average tax revenue per unit decreased, indicating a downward trend in economic yield per rental unit.
- In FY 2023, the average tax paid per unit was $2,781, which dropped to $2,626 in FY 2024. Councilmember Bagby noted that this downward trend suggests that individual property owners are earning less revenue.
- The gross earnings of rental property owners in FY 2023 amounted to approximately $43,964,471. Preliminary data for FY 2024 showed a decrease in earnings. Councilmember Bagby acknowledged the need to recheck the exact numbers.
- Councilmember Bagby warned that a continued decline in revenue could hinder property owners' ability to maintain their rental units or attract renters, which could exacerbate tax revenue losses over time.
- Councilmember Bagby expressed concern that the current trend might not be a one-year anomaly but part of a larger economic shift. He emphasized the importance of addressing issues affecting both high-end luxury operations and smaller, local businesses such as fishing fleets, to ensure fairness and sustainability in the tourism sector. He cautioned that if the declining trend persists, it could lead to significant economic challenges for the city and county.

D. Capital Project Status - Informational Only
E. Quarterly Investment Report - Informational Only
F. Quarterly Attendance Report - Volunteer Committees and Boards – Informational Only
G. Draft Minutes of Standing Committee and Board Meetings - Informational Only
H. Announcements

1) City staff reached out to the Destin Fire District regarding the proposed boat slip lease and discussed the possibility of adding language to allow the slip's use for any municipal purpose, rather than limiting it solely to code enforcement. The lease agreement will be brought back to the council at the November 4th meeting.

2) City staff met with the school district to discuss the recently purchased property adjacent to Destin Elementary School and the possibility of partnering with Destin High School and the city to utilize part of the space for a high school athletic field. While the school district has plans to use some of the property,

they are unsure of the full extent of its use. Once their plans are finalized, the city will reach out to the school district to explore available options and discuss the potential for collaboration between the city and the school district on behalf of the high school

3) Early voting for the General Election will be from 7 AM to 7 PM, from October 21st through November 2nd at the Destin Community Center.

4) The city's annual Open House will be on Wednesday, October 23rd, from 11:30 AM to 1:00 PM, at the Destin Community Center. There will be Fish Fry and live entertainment.

5) Councilmember Schmidt requested that staff improve the clarity of the bidding announcement on the city's website. The senior leadership team worked on this, and the IT Department has done an excellent job ensuring that the language is now much clearer.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 24-15-CC - Relating to livery vessels; amending Sections 13-141 "Definitions" and 13-144 "Application for Permit" of the City of Destin Code of Ordinances.

The City Attorney read proposed Ordinance 24-15-CC, and then presented it to the council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; AMENDING SECTIONS 13-141 "DEFINITIONS" AND 13-144 "APPLICATION FOR PERMIT" OF THE CITY CODE OF ORDINANCES. PROVIDING FOR FINDINGS OF FACT; CLARIFYING THE DEFINITION OF LIVERY VESSEL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Hebert moved to continue second reading of Ordinance 24-15-CC to the December 2, 2024, council meeting; seconded by Councilmember Bagby. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

B. First reading of Ordinance 24-12-LC - Amending Land Development Code Section 11.04.00 Floodplain Management; amending sections relating to elevation of manufactured homes in flood hazard areas.

The City Attorney read proposed Ordinance 24-12-LC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING LAND DEVELOPMENT CODE SECTION 11.04.00 FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; AMENDING SECTIONS RELATING TO ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to approve Ordinance 24-12-LC passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

C. First reading of Ordinance 24-18-CC - Amending Chapter 6 "Buildings and Building Regulations" of the Code of Ordinances; amending sections relating to flood hazard areas and floodplain management.

The City Attorney read proposed Ordinance 24-18-CC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES. AMENDING SECTIONS RELATING TO FLOOD HAZARD AREAS AND FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Bagby moved for approval of Ordinance 24-18-CC on first reading, seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

D. First reading of Ordinance 24-19-CN - Authorizing the issuance of the city's Non-Ad valorem revenue note, Series 2024 in the principal amount of not to exceed $25,000,000 for the purpose of financing various capital improvement projects in the city including without limitation the acquisition of certain land for the purpose of providing public park facilities located at One Harbor Blvd, construction of the cross-town connector roadway and undergrounding overhead utilities.

The City Attorney read proposed Ordinance 24-19-CN by title, and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $25,000,000 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENT PROJECTS IN THE CITY INCLUDING WITHOUT LIMITATION THE ACQUISITION OF CERTAIN LAND FOR THE PURPOSE OF PROVIDING PUBLIC PARK FACILITIES LOCATED AT 1 HARBOR BOULEVARD, CONSTRUCTION OF THE CROSS-TOWN CONNECTOR ROADWAY, AND UNDERGROUNDING OVERHEAD UTILITIES; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Councilmember Bagby moved for approval of Ordinance 24-19-CN on first reading, seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

Councilmember Bagby addressed the handling of bond proceeds and reimbursement needs. He stated that the city needs to reimburse the General Fund for a $9 million parcel purchase, cover costs for undergrounding equipment, and repay funds already expended on projects, amounting to $12–13 million. He proposed investing the unspent balance of the bond proceeds in a Florida Prime account. This approach would allow the city to earn higher interest on the funds while meeting regulatory requirements. Councilmember Bagby suggested empowering the City Manager, City Attorney, and Finance Director to review the investment proposal to ensure compliance and explore possibilities for optimizing fund use.

The Finance Director elaborated on the proposed investment strategy stating that the bond counsel including tax experts confirmed the legality of investing excess funds temporarily. She emphasized that Arbitrage rules set thresholds and timelines for fund usage, which the city's construction schedule is expected to meet. The city will conduct annual Arbitrage reports to the IRS. If construction funds are not fully spent within 24 months, any surplus earnings may need to be repaid. Florida Prime offers a 5% interest rate, significantly higher than the 3.48% rate on the loan, providing a financial benefit to the city. She added that she has initiated contact with Florida Prime to establish an account dedicated to managing the bond proceeds.

The city attorney confirmed there are no immediate legal concerns with the proposed investment plan, as long as the appropriate reviews and due diligence are conducted.

Councilmember Bagby moved to authorize the City Manager, City Attorney, and Finance Director to confirm the legality of investing the remaining loan funds not spent by the end of November, and, if deemed legal, to invest those funds in a Florida Prime Account. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

E. First reading of Ordinance 24-14-LC - Removing Section 20.06.00 of the Land Development Code - "Unsafe Building Abatement."

The City Attorney read proposed Ordinance 24-14-LC by title, and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; REMOVING SECTION 20.06.00 OF THE LAND DEVELOPMENT CODE "UNSAFE BUILDING ABATEMENT"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REMOVAL FROM THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Geile moved for approval of Ordinance 24-14-LC on first reading; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

The second reading of Ordinance 24-14-LC will be scheduled at the same time as the second reading of Ordinance 24-17-CC.

F. First reading of Ordinance 24-17-CC - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

The City Attorney read proposed Ordinance 24-17-CC by title, and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE 5, "PROPERTY MAINTENANCE CODE"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The City Attorney explained that the new code extends beyond building safety to cover external factors such as vegetation height, garbage can storage, and general property upkeep.

Concerns were raised about potential over-regulation and the burden of compliance on property owners, particularly in rental-heavy areas.

Staff clarified that the code is primarily complaint-driven and targets egregious neglect, such as abandoned or unsafe properties.

Supporters of the proposed regulation noted the benefits of maintaining property values and ensuring community pride. Areas with Homeowners' Associations (HOAs) already enforce similar standards to preserve neighborhood aesthetics and property values. The proposed standards aim to ensure fairness and consistency citywide, especially in areas without HOAs.

There was a question raised about the code's application following storm events, emphasizing the need for flexibility.

Staff reassured that storm damage inspections are required by law, and any widespread disaster might prompt state-level waivers for repairs, as seen after Hurricane Opal.

The city attorney suggested including provisions to suspend code enforcement temporarily after emergencies, ensuring practical application during recovery periods.

Councilmember Destin suggests referring the proposed code to the Local Planning Agency for further workshop discussion and analysis. Other council members agreed this would allow for a deeper review of interior and exterior provisions, as well as occupancy standards and room size requirements.

The Building Official explained the challenges of tracking unpermitted work, particularly on older properties, and how tools like Google Earth are used to detect changes. She confirmed the city's reliance on the Property Appraiser's records and the limitations of those records for very old structures.

The city attorney clarified that the proposed code is based on nationally recognized standards tailored to Destin's specific needs, reminding the council that adopting portions of such code is common among cities and would be left to their discretion.

Councilmember Destin moved to refer this item back to the Local Planning Agency for the purpose of scheduling a workshop; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

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

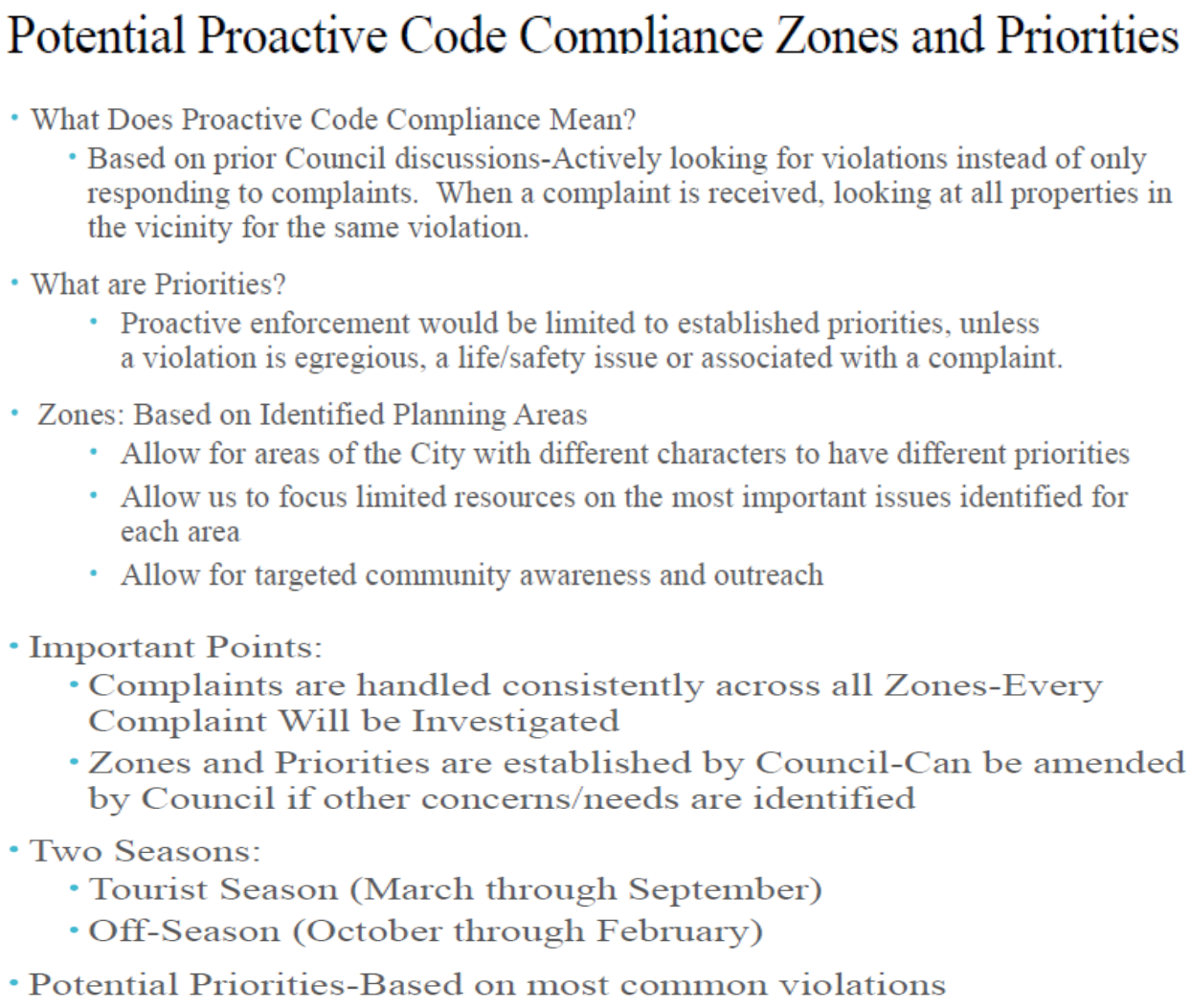
A. Councilmember Stephens
B. Councilmember Geile
    1) Projects Status/Updates

C. Councilmember Destin

According to Councilmember Destin, a number of younger teenagers who fish at the harbor docks have approached him to report that they are consistently being banned from these areas. While it is understandable that property owners are concerned about the risk of vandalism, many of these kids are members of the Destin High School Fishing Club and are running out of places to fish. He plans to refer these teenagers to the City Manager, who can then act as a liaison to work with property owners. The goal is to explore the possibility of allowing these kids to fish on their docks through a system, such as registration, that could help alleviate concerns about illegal activities and give the property owners some peace of mind.

D. Councilmember Bagby

A) Proactive Code Compliance – Discussion



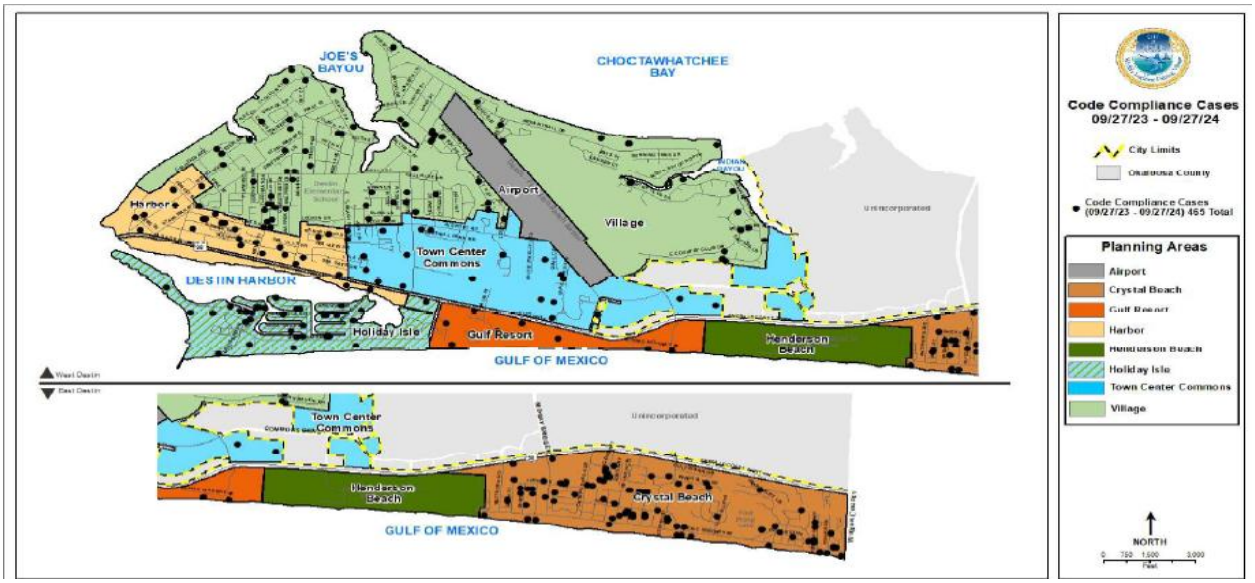
The Community Development Director discussed concerns about the city adopting a more proactive approach to code compliance. The proposed approach involves shifting from a complaint-driven process to one that actively identifies violations across the city.

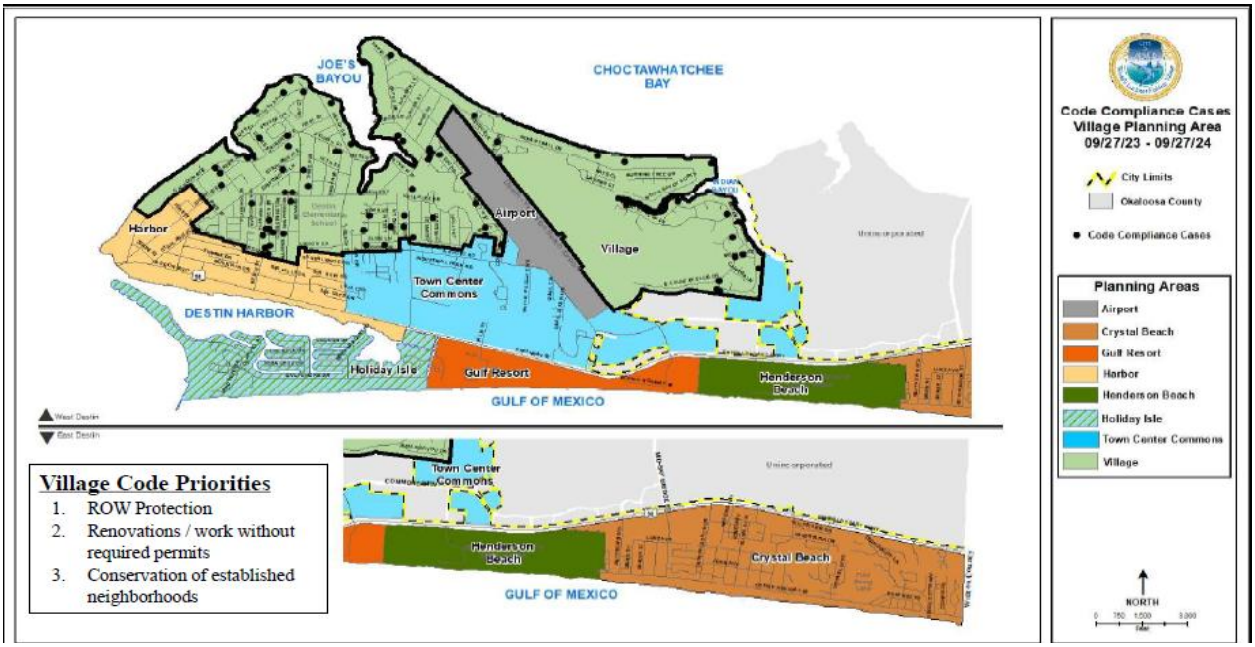
This includes investigating complaints and assessing the surrounding area for other potential violations.

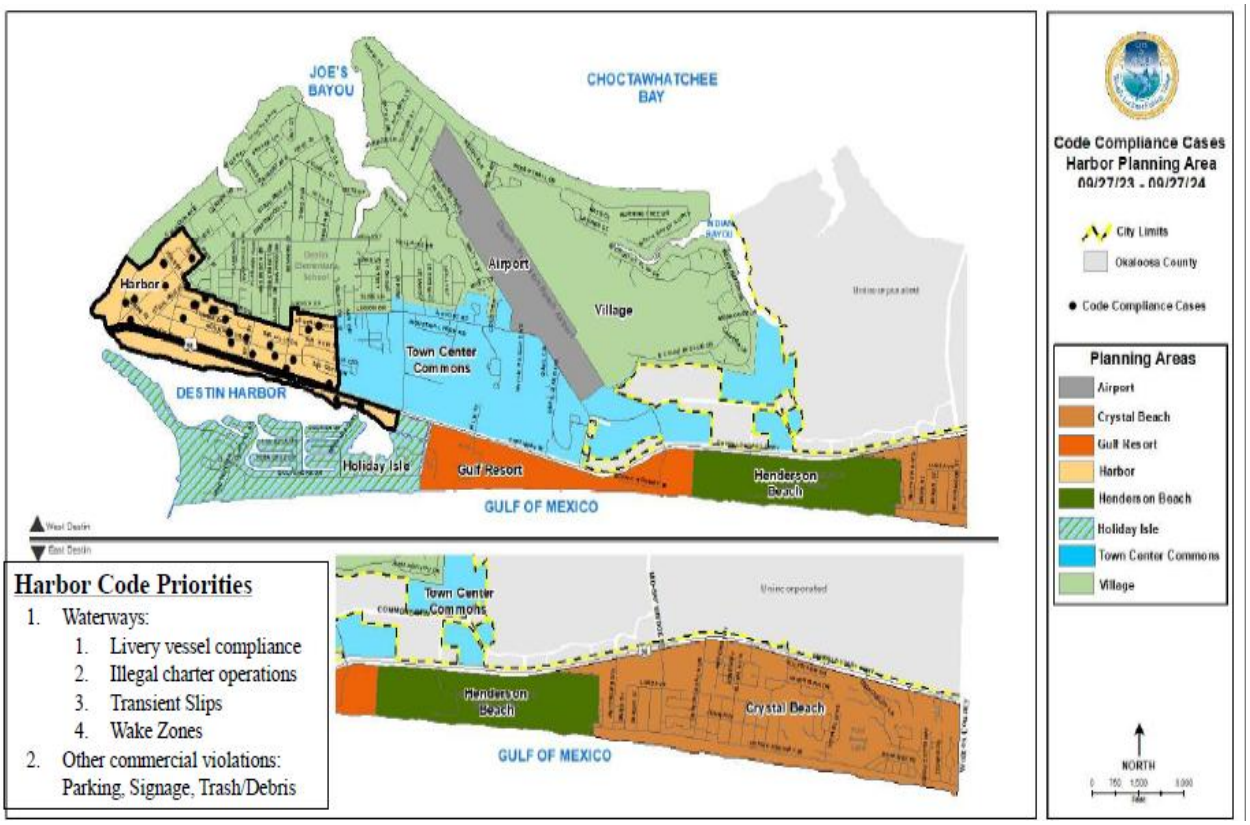
To implement this strategy, staff proposed dividing the city into zones, aligned with its adopted planning areas, which reflect the unique characteristics of each area. The council would establish proactive priorities for each zone, ensuring that complaints are consistently addressed citywide while tailoring proactive efforts to the specific needs of each zone.

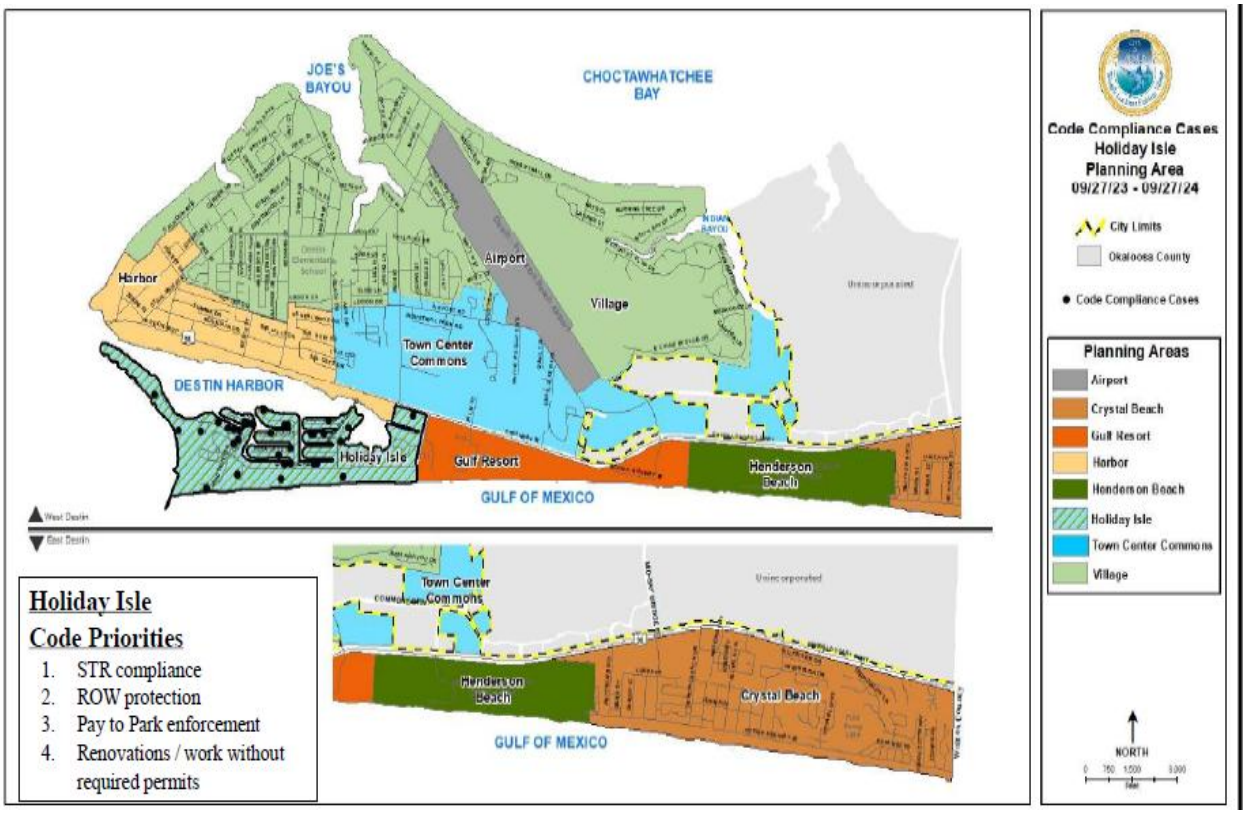
Staff suggested setting seasonal priorities for proactive compliance, reflecting the city's two distinct seasons. Example priorities were based on common complaints received in each area. She asked the council to review and provide feedback on this strategy, which would form the basis for a formal proactive Code Compliance policy.

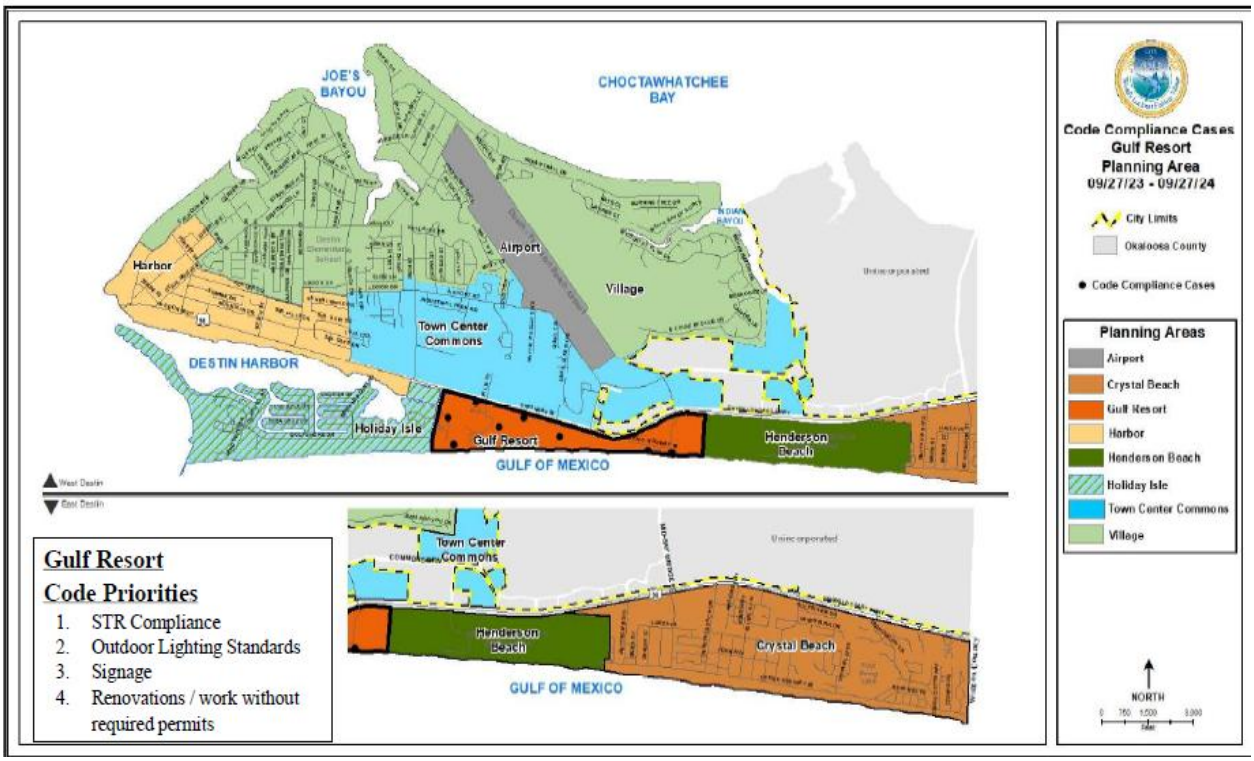
Next, the Deputy Community Development Director presented the following map of code enforcement cases from October of the previous year to October of the current year, categorized by planning area.

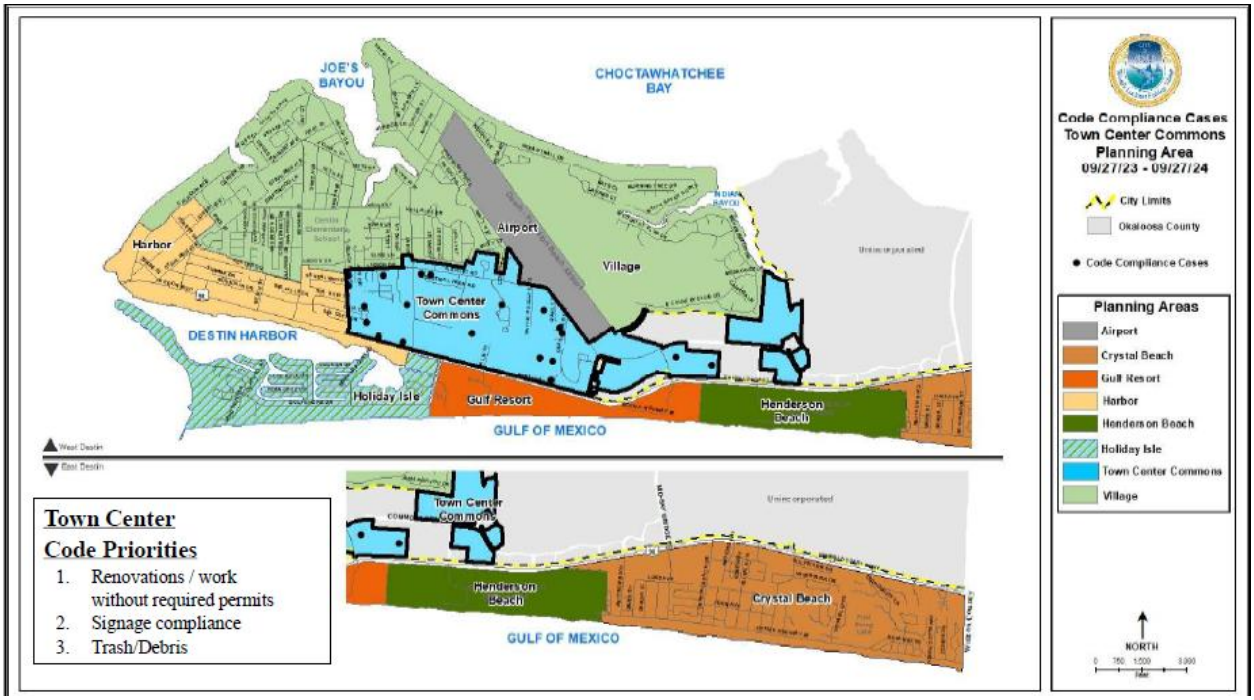


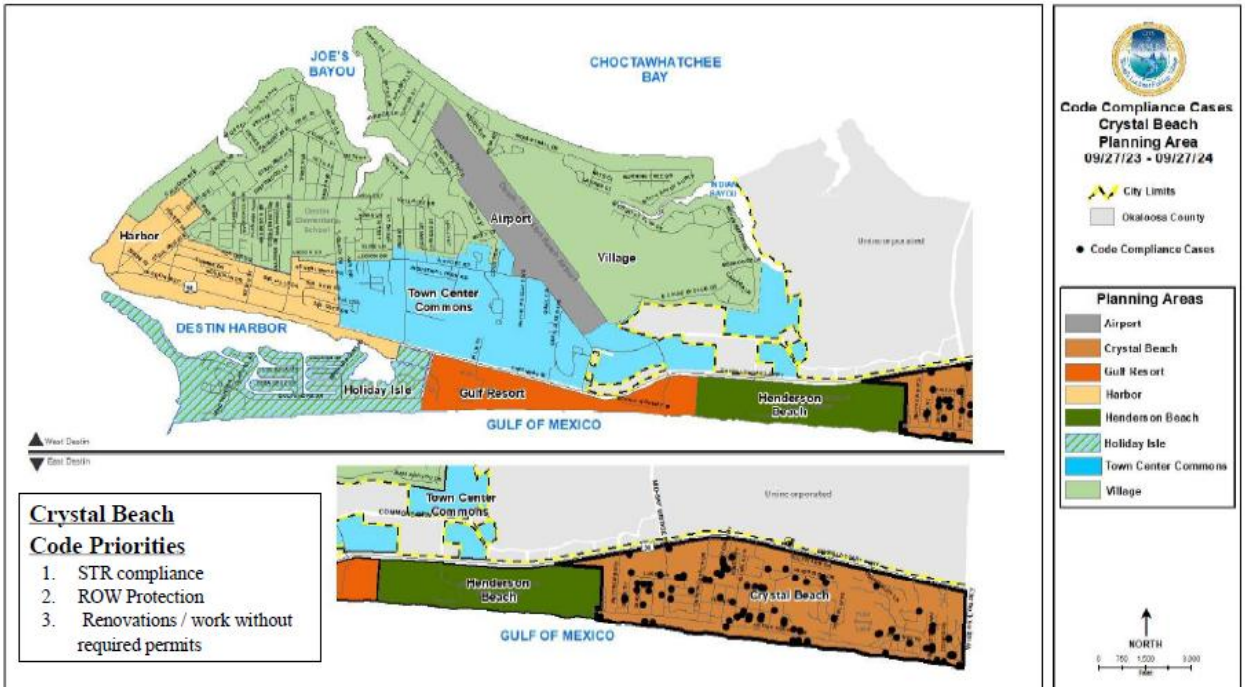

JOE'S BAYOU
CHOCTAWHATCHEE BAY
Harbor
Airport
Village
Town Center Commons
DESTIN HARBOR
Holiday Isle
Gulf Resort
Henderson Beach
GULF OF MEXICO
West Destin
East Destin
Town Center Commons
Henderson Beach
Crystal Beach
GULF OF MEXICO
Village Code Priorities
1. ROW Protection
2. Renovations / work without required permits
3. Conservation of established neighborhoods
Code Compliance Cases
Village Planning Area
09/27/23 - 09/27/24
City Limits
Okaloosa County
Code Compliance Cases
Planning Areas
Airport
Crystal Beach
Gulf Resort
Harbor
Henderson Beach
Holiday Isle
Town Center Commons
Village
NORTH


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GULF OF MEXICO
West Destin
East Destin
Town Center Commons
Henderson Beach
Crystal Beach
GULF OF MEXICO
Harbor Code Priorities
1. Waterways:
1. Livery vessel compliance
2. Illegal charter operations
3. Transient Slips
4. Wake Zones
2. Other commercial violations: Parking, Signage, Trash/Debris
Code Compliance Cases
Harbor Planning Area
City Limits
Okaloosa County
Code Compliance Cases
Planning Areas
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3. Pay to Park enforcement
4. Renovations / work without required permits


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Gulf Resort
Code Priorities
1. STR Compliance
2. Outdoor Lighting Standards
3. Signage
4. Renovations / work without required permits


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Gulf Resort
Henderson Beach
GULF OF MEXICO
Town Center Commons
Henderson Beach
Crystal Beach
GULF OF MEXICO
Town Center
Code Priorities
1. Renovations / work without required permits
2. Signage compliance
3. Trash/Debris
Code Compliance Cases
Town Center Commons
Planning Area
09/27/23 - 09/27/24
City Limits
Okaloosa County
Code Compliance Cases
Planning Areas
Airport
Crystal Beach
Gulf Resort
Harbor
Henderson Beach
Holiday Isle
Town Center Commons
Village
NORTH


JOE'S BAYOU
CHOCTAWHATCHEE BAY
Harbor
Airport
Village
Town Center Commons
DESTIN HARBOR
Holiday Isle
Gulf Resort
Henderson Beach
GULF OF MEXICO
Town Center Commons
Henderson Beach
Crystal Beach
GULF OF MEXICO
Crystal Beach
Code Priorities
1. STR compliance
2. ROW Protection
3. Renovations / work without required permits
Code Compliance Cases
Crystal Beach
Planning Area
09/27/23 - 09/27/24
City Limits
Okaloosa County
Code Compliance Cases
Planning Areas
Airport
Crystal Beach
Gulf Resort
Harbor
Henderson Beach
Holiday Isle
Town Center Commons
Village
NORTH

OTHER PRIORITY ZONES

- Waterways
  - Livery vessel compliance
  - Illegal charter operations
- Beach
  - Beach vendor compliance
  - Illegal vending
  - Beach management (sand holes, tents, etc.)
- U.S. 98 (Harbor Blvd. & Emerald Coast Pkwy.)
  - Signage compliance
  - Pay to Park

DISCUSSON:

Key areas of concern: Crystal Beach and Holiday Isle had higher densities of cases compared to North 98 and other regions.

Common issues include:

- Right-of-way infringements (e.g., signs, parking, overgrowth).
- Renovations without permits.
- Trash and debris accumulation, particularly in areas like the "222 Sibert lot"

Simplification of enforcement priorities was suggested, focusing on:

- Trash cans left out on non-pickup days.
- Parking in rights-of-way
- Unregulated signage.

A proactive enforcement approach was proposed, with officers issuing warnings or tickets for these violations.

Proposed Measures:

- Development of a sticker warning system for trash cans left out on non-collection days.
- Enhanced education and communication for residents about trash collection schedules (e.g., colored lids for trash and recycling).
- Exploring amendments to existing codes to extend trash enforcement

Parking in Right-of-Ways:

- Challenges in distinguishing between areas where parking has been historically or specifically permitted by council action (e.g., near schools and older developments).

Councilmember Bagby moved to direct code enforcement to proactively enforce regulations on right-of-way signs, trash cans, and parking. The motion was seconded by Councilmember Hebert and passed 5-0 (Council members King, Hebert, Bagby, Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

E. Councilmember Hebert
F. Councilmember King
G. Councilmember Schmidt
H. Mayor Wagner
I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:00 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2024-880

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Larry Jones , Interim City Manager

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 12/12/2024

SUBJECT: Linear Trail Project Update by DAG

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:

1. Linear Trail City Meeting 2024.12.16

LINEAR TRAIL

PROGRESS REVIEW

16 DECEMBER 2024

DAG
ARCHITECTS

01 | TIMELINE

PROJECT TIMELINE

02 | WORK COMPLETED

DESIGN DOCUMENTS
EASEMENT REQUESTS
PERMIT APPLICATIONS
GRANT EXTENSIONS
COMMUNITY AND MUNICIPAL MEETINGS

03 | WORK TO BE COMPLETED

EASEMENT COLLECTION
PERMITTING
COORDINATION WITH NEW CITY PROJECTS
FPL COORDINATION WITH NEW PROJECTS

PROJECT ADVERTISED

UNDER CONTRACT

COLLECTION OF SURVEY
MEETINGS WITH
STAKEHOLDERS

ENGINEERING AND DESIGN

30% APPROVAL

60% APPROVAL
EASEMENT EXHIBITS
EASEMENT REQUESTS

PERMITTING

FILE FOR GRANT EXTENSION
SUPPORT FUNDING PURSUITS

SIGNAGE AND WAYFINDING

PERMITS IN HAND

FINAL DESIGN DOCUMENTS
READY FOR BID

CONSTRUCTION

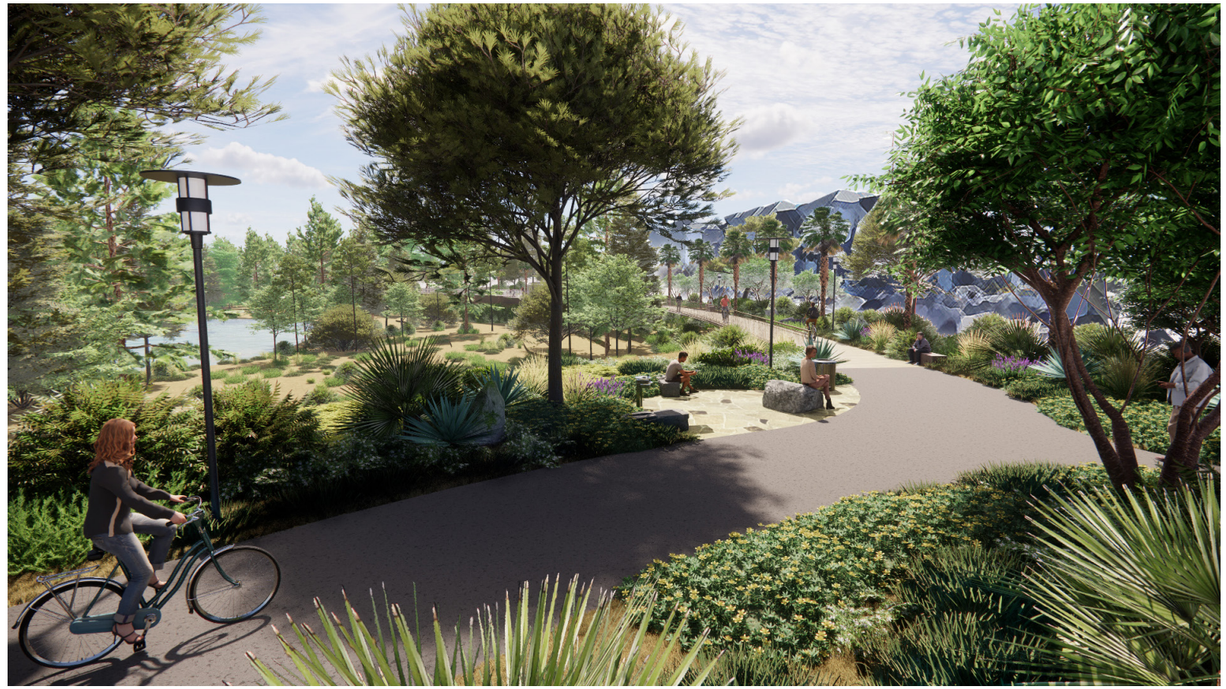
2023|2024

2024|2025

WORK COMPLETED

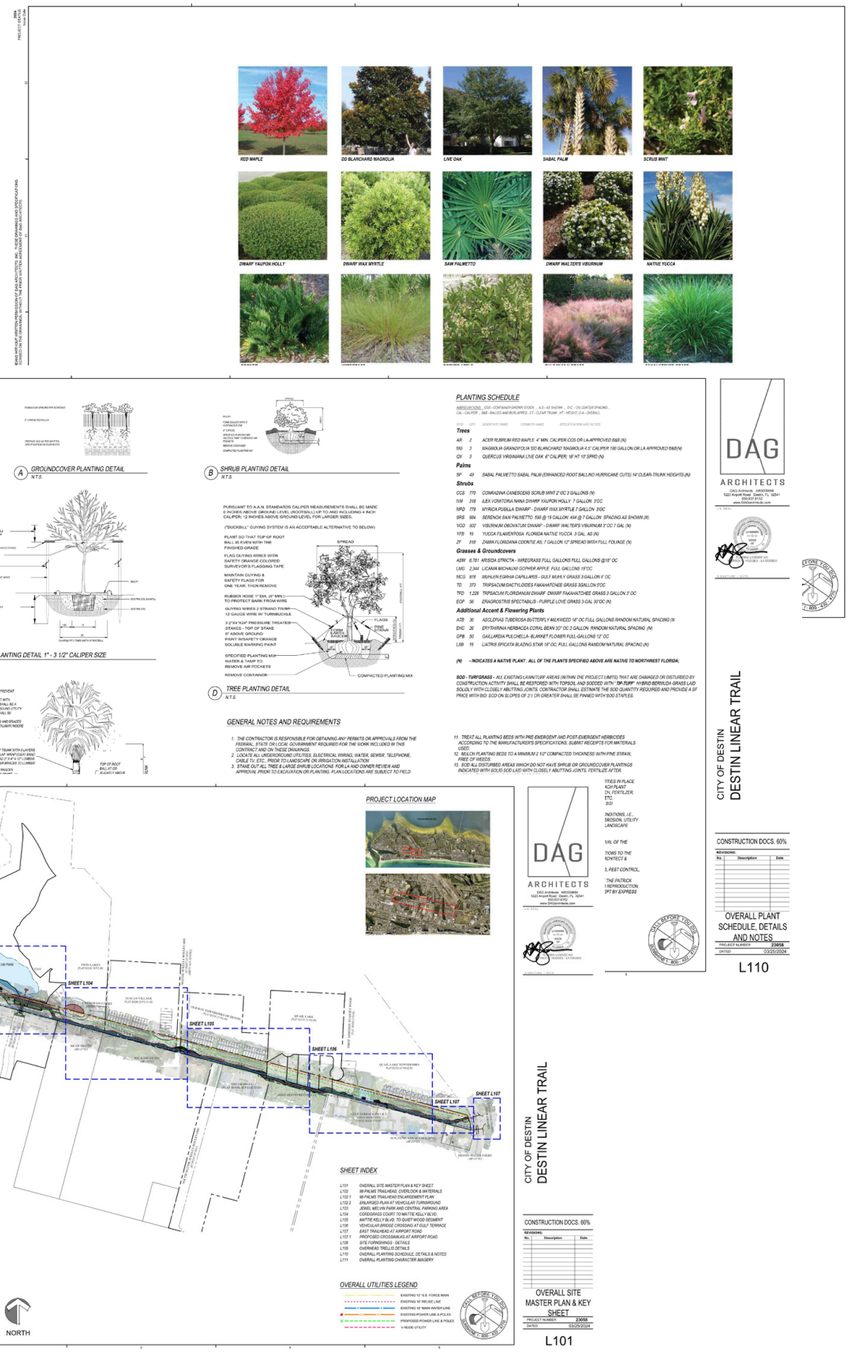
TASKS COMPLETED INCLUDE:

- DESIGN DOCUMENTS
  - CIVIL
  - LANDSCAPE
  - ELECTRICAL/LIGHTING
  - IRRIGATION
  - SURVEY
  - WETLANDS
- EASEMENT DELINEATION AND REQUESTS
- CONCEPT DEVELOPMENT FOR SIGNAGE AND WAYFINDING
- GRANT APPLICATIONS
- GRANT EXTENSIONS
- EARLY COORDINATION WITH CITY PROJECTS
- CONT'D BI WEEKLY MEETINGS



DESIGN DOCUMENTS HAVE BEEN SUBMITTED TO CITY AND APPROPRIATE AGENCIES.

THEY ARE INCOMPLETE UNTIL WE SECURE THE EASEMENTS.



WORK COMPLETED

LINEAR TRAIL
CITY OF DESTIN

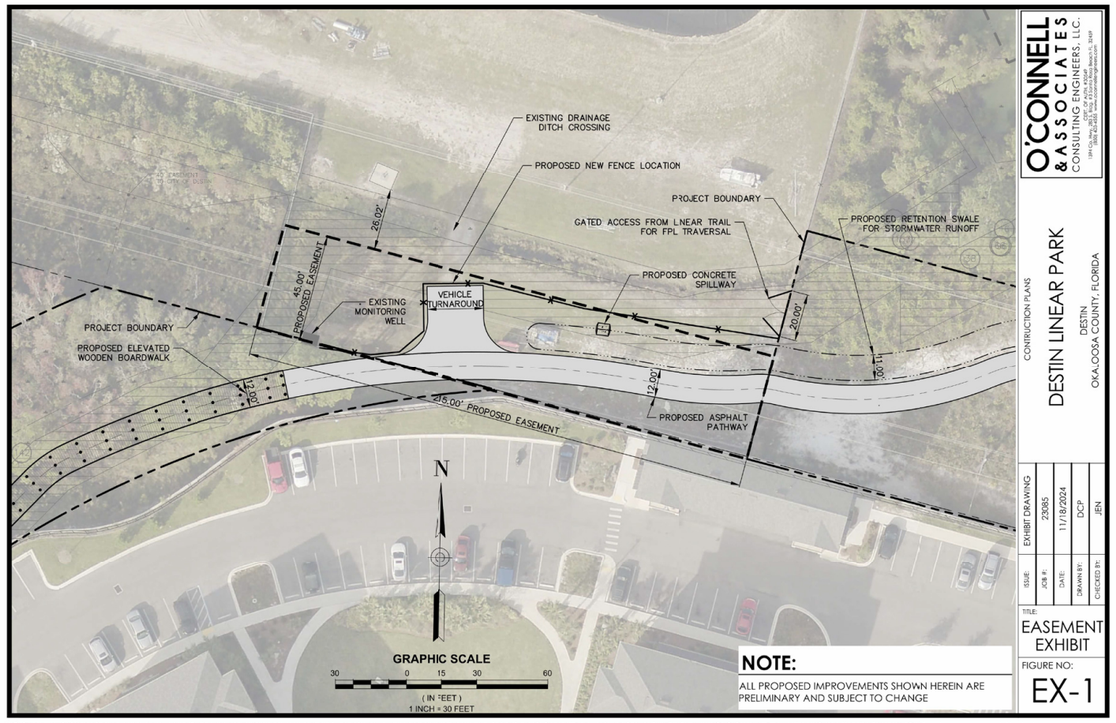
PROGRESS REVIEW
16 DECEMBER 2024

EASEMENTS:

EASEMENT NEEDS HAVE REDUCED FROM 24 TO 9 IN THE CURRENT LAYOUT.

THESE INCLUDE SINGLE FAMILY, DEVELOPER, MUNICIPAL, HOA, AND MULTIFAMILY PROPERTIES.

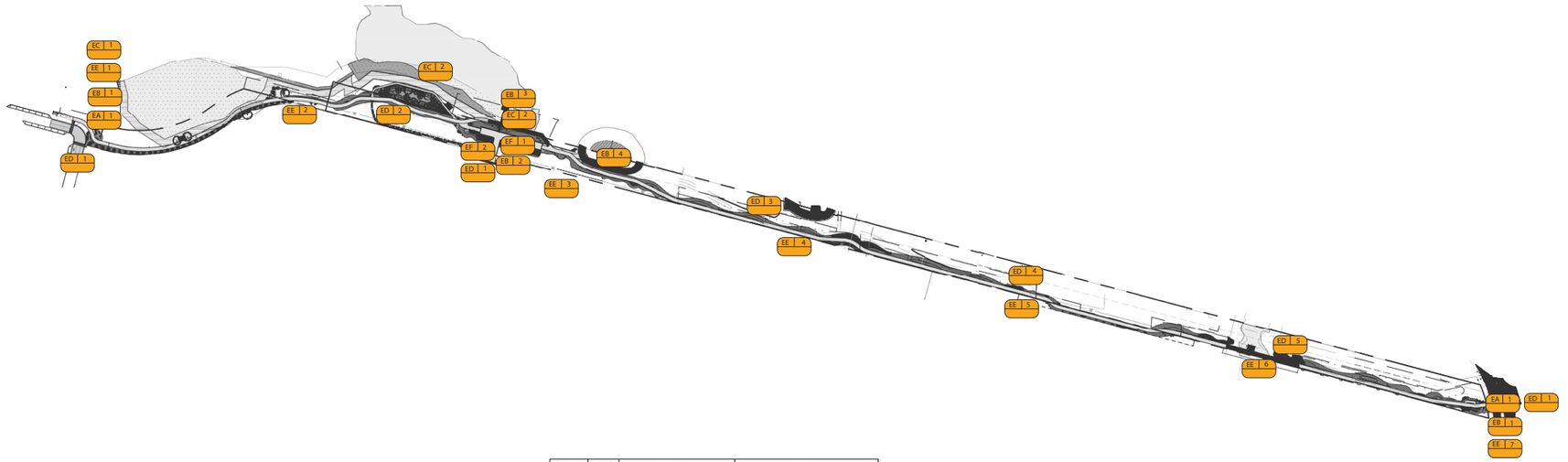
WE HAVE MADE MULTIPLE CONTACT POINTS AND EVEN HELD A "SIGNING DAY" AT CITY OFFICES.



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2024
PROJECT STATUS
Issue Date



Exterior Signage Legend

- EA — Main Entry Arch
- EB — Secondary Entry / Rules & Regs
- EC — Information Kiosk
- ED — Visual
- EE — Distance Marker
- EF — Vehicular Regulatory

0' 180' 360' 540'
ONE INCH EQUALS ONE-HUNDRED EIGHTY FEET
SCALE IN FEET

NORTH

Sign Type	Quantity	Message	Notes
EA1	2	DESTIN LINEAR PARK	City Seal, 2025
EB1	2	Please keep all pets on leash. It's the resposibility of the owner to pick up after their pets. Park Hours: Sunrise to sunset, Sunday through Saturday. ETC.	City Seal
EB2	1	DESTIN LINEAR PARK 2025	City Seal
EB3	1	Please do not feed or disturb the wildlife. No persons or pets allowed within the wetland area ETC	
EB4	1	PLAYGROUND	
EC1	1	[park/name history]	
EC2	2	[wetlands info]	
ED1	3	[colored crosswalk]	
ED2	2	[mural]	
ED3	3	[visual]	
ED4	1	[visual]	
EE1	1	MARKER 0 START	
EE2	1	MARKER 2 300 YARDS	
EE3	1	MARKER 3 600 YARDS	
EE4	1	MARKER 4 900 YARDS	
EE5	1	MARKER 5 1200 YARDS	
EE6	1	MARKER 6 1500 YARDS	
EE7	1	MARKER 7 1800 YARDS END	
EF1	1	HANDICAPPED PARKING ONLY	HC Icon
EF2	1	STOP	

CALL BEFORE YOU DIG
SUNSHINE 1 - 800 - 432 - 4770

DAG
ARCHITECTS
DAG Architects AR0009694
1223 Airport Road Destin, FL 32541
850.837.8152
www.DAGarchitects.com

L.A. SEAL

LANDSCAPE ARCHITECTURE
STATE OF FLORIDA
LA 0000000
PATRICK K. HODGES - LA 0000850

SIGNATURE / DATE

CITY OF DESTIN
DESTIN LINEAR TRAIL

CONSTRUCTION DOCS. 60%

REVISIONS:

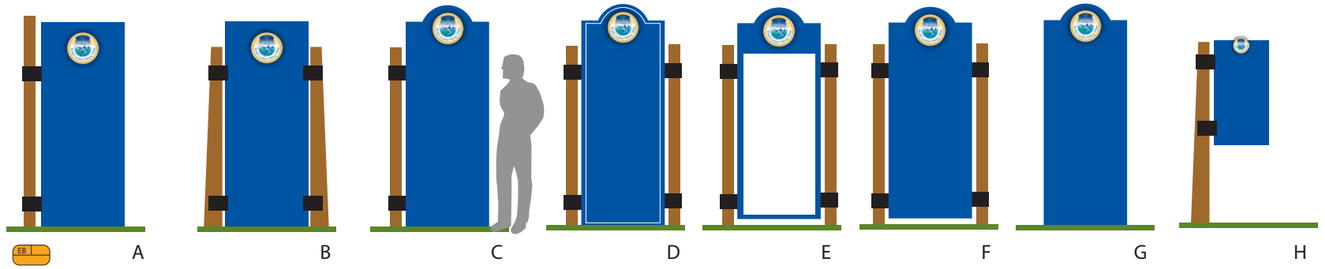
No.	Description	Date

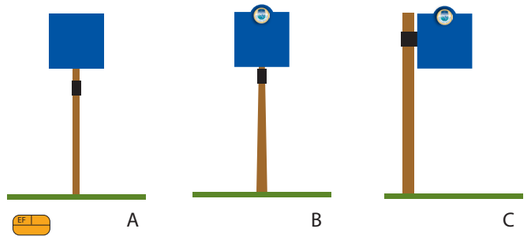
PROJECT NUMBER 23058
DATED 06/28/2024

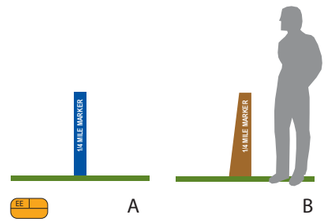
AS100

WORK COMPLETED

LINEAR TRAIL
CITY OF DESTIN















EA Main Entry Arch

EB Secondary Entry / Rules & Regs

EC Information Kiosk

ED Visual

EE Distance Marker

EF Vehicular Regulatory

WORK COMPLETED

LINEAR TRAIL
CITY OF DESTIN

DAG ARCHITECTS

PROGRESS REVIEW
16 DECEMBER 2024

GRANT EXTENSIONS:

OPINION OF COST AT TIME OF INITIAL ESTIMATE AND BASED ON CURRENT DESIGN DOCUMENTS ARE SIMILAR.

Shared-Use Nonmotorized (SUN) Trail Program

COST ESTIMATE

Financial Management Number (if applicable):

Project Description: Destin Linear Trail-Park

Items		SUN Trail Eligible				Other Funds (must include all SUN Trail ineligible Items)					TOTAL	
Pay Item Number*	Pay Item Description*	Quantity	Unit	Unit Cost	Subtotal Cost	Quantity	Unit	Unit Cost	Subtotal Cost (other funds)	Source(s) of Match	Total Quantity	Total Cost
LA 1	LANDSCAPING		EA			1	EA	$650,000	$ 650,000.00	TBD	1	
LA2	IRRIGATION SYSTEM		EA			1	EA	$250,000.00	$ 250,000.00	TBD	1	
LA3	HARDSCAPE PAVERS INSTALLED		EA			1	EA	$30,000	$ 30,000.00	TBD	1	
LA4	BENCHES		EA			20	EA	$ 2,500.00	$ 50,000.00	TBD	20	
LA5	TRASH RECEPTACLES		EA			8	EA	$ 1,100.00	$ 8,800.00	TBD	8	
LA6	BIKE RACKS		EA		$ -	12	EA	$ 650.00	$ 7,800.00	TBD	12	
LA7	VEHICLE-CONTROL BOLLARDS		EA			12	EA	$ 1,600.00	$ 19,200.00	TBD	12	
LA8	SHADE SHELTER STRUCTURE		EA			1	EA	$ 35,000.00	$ 35,000.00	TBD	1	
LA9	DOG WASTE STATIONS		EA			10	EA	$ 250.00	$ 2,500.00	TBD	10	
LA10	TRAIL SIGNAGE		EA			1	EA	$ 150,000.00	$ 100,000.00	TBD	1	
							EA		$ -		0	
							EA		$ -		0	
			EA		$ -		EA		$ -		0	$ -

WORK TO BE COMPLETED

TASKS TO BE COMPLETED:
- FINAL SIGNED EASEMENTS
- FINAL PERMITTING
- COORDINATION WITH NEW CITY PROJECTS
  AIRPORT RD PEDESTRIAN IMPROVEMENTS
- COORDINATION WITH FPL
- GRANT SUPPORT



Memorandum

TO: City of Destin City Council

FROM: Destin Linear Park Design Team

DATE: 10/11/24

SUBJECT: Destin Linear Park Permitting & Easement Update

The anticipated completion date for permitting, which is set for October 31st, is approaching rapidly. However, due to the City's unexpected difficulties in obtaining access and development easements from neighboring property owners we are concerned about our ability to meet the October 31st deadline. Regrettably, negotiations by the City with the entities and owners, have not progressed as quickly as anticipated. As a result, our design and permitting work has halted until such time that the easements are agreed and collected.

Based on the foregoing, please find below our design team's best estimate for a revised timeline for the approval of the required permits:

Permitting Update

- City of Destin Development Order
  - IN FOR PERMIT – Under planning review
- FDEP Environmental Resource Permit (ERP)
  - AWAITING EASEMENTS
  - o +/- 3-months after receipt of access easements
- ACOE Dredge and Fill
  - AWAITING EASEMENTS
  - o +/- 6-9 months after receipt of access easements
- FPL Permit
  - AWAITING EASEMENTS – Exploring preliminary submittal
  - +/-3-months after receipt of access easements

Based on information provided by the City, we understand that all easements may not be acquired until January 2025.



LINEAR TRAIL

THANK YOU

DAG
ARCHITECTS

ITEM # 2024-879

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Krystal Strickland, Finance Director
Kyle Bauman, Special Projects Attorney

DATE: November 27, 2024

SUBJECT: 2025 Budget Amendment - 2024 Loan

I. BACKGROUND: On September 18, 2024, the City adopted the 2025 Budget. On November 7, 2024, the City closed on a $25 million loan with Trustmark Bank.

II. DISCUSSION: The assumptions creating the loan-related budget items for 2025 were different than the actual loan taken. The attached budget amendment revises total amounts available to pay principal and interest, debt service, cost of issuance, and construction during FY 2025.

Staff recommend adoption of the attached budget amendment in order to ensure compliance with the loan covenants and for most expedient encumbrance and expenditure of the loan proceeds to meet IRS arbitrage rules.

Revisions include:

1. Change receipt of proceeds from 224 Debt Service fund to 324 Construction fund.

2. Increase total proceeds refunded to 110 Harbor CRA fund by $131k (budget higher COI withholding) and change transfer in from 224 fund to the 324 fund.

3. Zero out the 381/581 transfer budgets for the Harbor CRA to reimburse the General Fund because the FY 2024 advance was moved onto the Balance Sheet as a Liability at fiscal year-end close for GASB financial statement reporting purposes. The Harbor CRA will refund the General Fund immediately, but Liability/Receivable accounts will be used instead of the 381/581 transfer accounts.

4. Reduce the max Cost of Issuance down from original budgeted $365k to $136k. COI was

lower by choosing a bank loan instead of a public bond issuance.

5. Adjust for 324 Construction fund and 110 Harbor CRA fund to make cash transfer to pay COI as expended in the 224 Debt Service fund.

6. Have 324 Construction fund reimburse Undergrounding expenses paid from 10/16/2023 - 11/07/2024 (date of reimbursement resolution 23-22 to loan close date). This helps to meet IRS arbitrage guidelines. The $994 thousand will be returned to their bank accounts of origin ($229k to 129 Oka Half Penny and $765k to 315 Electric Franchise Restricted for Undergrounding).

7. Increase the EN615 CrossTown Connector expenditure account from loan proceeds due to lower COI costs.

8. Decrease the UNDER Undergrounding expenditure account from loan proceeds due to reimbursements from loan proceeds to the 129 Oka Half Penny and 315 Electric Franchise funds, netted against lower COI. Also, moving the funds budgeted in FY 2025 for landscaping from the loan proceeds into the Construction account. Landscaping component will be paid directly from (restricted) Electric Franchise fee account as per the Electric Franchise ordinance.

9. Increase the debt service transfers out required of the Harbor CRA due to decreased number of years for debt service payments (reduced from 20 years to 15 years). For FY 2025, this increases the Harbor CRA's transfers out to debt service by $352k.

10. Increase the debt service transfers out required of the General Fund due to decreased number of years for debt service payments (reduced from 20 years to 15 years). For FY 2025, this increases the General Fund's transfers out to debt service by $22k. Future years will be higher with need to help the Harbor CRA make debt service payments.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The effect on budget is listed in detail in the attached Budget Amendment.
In addition, full debt amortization schedules for the full $25 million and for the three major component projects are attached along with debt service schedules by fund (Harbor CRA, Town Center CRA, Gas Tax#2, and (restricted) Electric Franchise.
Expenditure plans for the loan proceeds are attached with contractors and amounts.
Steps for the accounting as related to this budget amendment are the last attachment, to help current and future finance staff.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend adoption of the attached budget amendment in order to ensure compliance with the loan covenants and for most expedient encumbrance and expenditure of the loan proceeds to meet IRS arbitrage rules.

IV. RECOMMENDED MOTION: I move to adopted the budget amendment for the 2024 Loan as shown in the attached detailed amendment.

Attachments:

1. 2024 Loan Budget Amendment
2. 2024 1107 accounting for 2024 loan

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2025	Short Decription	2024 LOAN ADJ	Entity Code	1
Period	3	Effective Date	12/16/2024	Amendment Type*	3
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*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)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET	
324300 2024 CONSTRUCT LOAN	384000 LOAN PROCEEDS	EN615	DEPOSITED DIRECTLY TO 324 FUND	I	$ 4,500,000.00	$ -	$ 4,500,000.00	step1
324300 2024 CONSTRUCT LOAN	384000 LOAN PROCEEDS	HRB1	DEPOSITED DIRECTLY TO 324 FUND	I	$ 9,000,000.00	$ -	$ 9,000,000.00	step1
324300 2024 CONSTRUCT LOAN	384000 LOAN PROCEEDS	UNDER	DEPOSITED DIRECTLY TO 324 FUND	I	$ 11,500,000.00	$ -	$ 11,500,000.00	step1
							$ -	
224300 2024 DEBT SVC	384000 LOAN PROCEEDS	EN615	DEPOSITED DIRECTLY TO 324 FUND	D	$ 4,500,000.00	$ 4,500,000.00	$ -	step1
224300 2024 DEBT SVC	384000 LOAN PROCEEDS	HRB1	DEPOSITED DIRECTLY TO 324 FUND	D	$ 9,000,000.00	$ 9,000,000.00	$ -	step1
224300 2024 DEBT SVC	384000 LOAN PROCEEDS	UNDER	DEPOSITED DIRECTLY TO 324 FUND	D	$ 11,500,000.00	$ 11,500,000.00	$ -	step1
324300 2024 CONSTRUCT LOAN	381324 TXFRS IN	EN615	DEPOSITED DIRECTLY TO 324 FUND	D	$ 4,456,100.00	$ 4,456,100.00	$ -	step1
324300 2024 CONSTRUCT LOAN	381324 TXFRS IN	UNDER	DEPOSITED DIRECTLY TO 324 FUND	D	$ 11,309,972.00	$ 11,309,972.00	$ -	step1
224300 2024 DEBT SVC	581324 TXFRS OUT	EN615	DEPOSITED DIRECTLY TO 324 FUND	D	$ 4,456,100.00	$ 4,456,100.00	$ -	step1
224300 2024 DEBT SVC	581324 TXFRS OUT	UNDER	DEPOSITED DIRECTLY TO 324 FUND	D	$ 11,309,972.00	$ 11,309,972.00	$ -	step1
							$ -	
110300 Harbor CRA	381110 TXFRS IN	HRB1	INCREASE PROCEEDS TXFRD IN	I	$ 131,568.00	$ 8,868,432.00	$ 9,000,000.00	step3
32458188 2024 CONSTRUCT LOAN	581110 TXFRS OUT	HRB1	REIMBURSE HARBOR CRA	I	$ 9,000,000.00	$ -	$ 9,000,000.00	step3

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET	
22458188 2024 DEBT SVC	581110 TXFRS OUT	HRB1	ZERO OUT (FROM 324 NOT 224)	D	$ 8,868,432.00	$ 8,868,432.00	$ -	step3
							$ -	
11058188 Harbor CRA	581110 TXFR OUT	HRB1	USE BAL SHEET ADVANCE ACCTS	D	$ 8,500,000.00	$ 8,500,000.00	$ -	step4
01300 GF	381110 TXFRS IN	HRB1	USE BAL SHEET ADVANCE ACCTS	D	$ 8,500,000.00	$ 8,500,000.00	$ -	step4
							$ -	
22451729 2024 DEBT SVC	573001 COI	EN615	ADJ TO LOAN DOC MAX COI	D	$ 19,340.00	$ 43,900.00	$ 24,560.00	step5a
22451729 2024 DEBT SVC	573001 COI	HRB1	ADJ TO LOAN DOC MAX COI	D	$ 82,448.00	$ 131,568.00	$ 49,120.00	step5a
22451729 2024 DEBT SVC	573001 COI	UNDER	ADJ TO LOAN DOC MAX COI	D	$ 127,263.00	$ 190,028.00	$ 62,765.00	step5a
							$ -	
224300 2024 DEBT SVC	381224 TXFR TO 224		PAY COI UNDER & EN615 TO 224	I	$ 136,445.00		$ 136,445.00	step5b
32458188 2024 CONSTRUCT LOAN	581224 TXFR TO 224		PAY COI UNDER & EN615 TO 224	I	$ 87,325.00		$ 87,325.00	step5b
11058188 Harbor CRA	581224 TXFRS out to 224	HRB1	PAY COI HRB1 TO 224 (DO NOT ENTER added to 110 HRB1 debt svc acct see step 8 below)	I	$ 49,120.00		$ 49,120.00	step5b
							$ -	
32458188 2024 CONSTRUCT LOAN	581129 TXFR TO 129	UNDER	REIMBURSE EXP OCT 23-NOV 24	I	$ 229,151.01		$ 229,151.01	step6
129300 OKA HALF INFRA	381129 TXFR FROM 324	UNDER	REIMBURSE EXP OCT 23-NOV 24	I	$ 229,151.01		$ 229,151.01	step6
32458188 2024 CONSTRUCT LOAN	581315 TXFR TO 315	UNDER	REIMBURSE EXP OCT 23-NOV 24	I	$ 765,053.68		$ 765,053.68	step6

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET	
315300 RESTRICTED	381315 TXFR FROM 324	UNDER	REIMBURSE EXP OCT 23-NOV 24	I	$ 765,053.68		$ 765,053.68	step6
							$ -	
32453900 2024 CONSTRUCT LOAN	565001 LANDSCAPING	UNDER	NO LANDSCAPING REQ FOR LOAN	D	$ 1,150,000.00	$ 1,150,000.00	$ -	step7
32453900 2024 CONSTRUCT LOAN	565000 CIP	UNDER	ADJ TO PROCEEDS AVAILABLE	I	$ 283,062.06	$ 10,159,972.00	$ 10,443,034.06	step7
32454100 2024 CONSTRUCT LOAN	565000 CIP	EN615	ADJ TO PROCEEDS AVAILABLE	I	$ 19,341.25	$ 4,456,100.00	$ 4,475,441.25	step7
11058188 Harbor CRA	581224 TXFRS out to 224	HRB1	ADJ DEBT SVC +COI TXFR	I	$ 85,840.30	$ 663,409.00	$ 749,249.30	step8
224300 2024 DEBT SVC	381224 TXFRS in from 110	HRB1	ADJ DEBT SVC	I	$ 85,837.80	$ 663,409.00	$ 749,246.80	step8
22451729 2024 DEBT SVC	571000 PRINCIPAL	HRB1	ADJ DEBT SVC	I	$ 120,311.00	$ 301,609.00	$ 421,920.00	step8
22451729 2024 DEBT SVC	572000 INTEREST	HRB1	ADJ DEBT SVC	D	$ 83,590.70	$ 361,800.00	$ 278,209.30	step8
224300 2024 DEBT SVC	381224 TXFRS IN	EN615	ADJ DEBT SVC	I	$ 42,918.40	$ 331,705.00	$ 374,623.40	step8
31558188 Electric Franch	581224 TXFRS out to 224	EN615	ADJ DEBT SVC	D	$ 4,339.00	$ 264,339.00	$ 260,000.00	step8
0158188 GF	581224 TXFRS out to 224	EN615	ADJ DEBT SVC	I	$ 22,698.65	$ 67,366.00	$ 90,064.65	step8
22451729 2024 DEBT SVC	571000 PRINCIPAL	EN615	ADJ DEBT SVC	I	$ 60,155.00	$ 150,805.00	$ 210,960.00	step8

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET	
22451729 2024 DEBT SVC	572000 INTEREST	EN615	ADJ DEBT SVC	D	$ 41,795.35	$ 180,900.00	$ 139,104.65	step8
224300 2024 DEBT SVC	381224 TXFRS in from 110	UNDER	ADJ DEBT SVC	I	$ 109,681.91	$ 847,689.00	$ 957,370.91	step8
10258188 Town Ctr CRA	581224 TXFRS out to 224	UNDER	ADJ DEBT SVC	D	$ 40,332.30	$ 307,000.00	$ 266,667.70	step8
11058188 Harbor CRA	581224 TXFRS out to 224	UNDER	ADJ DEBT SVC	I	$ 266,667.70	$ -	$ 266,667.70	step8
31558188 Electric Franch	581224 TXFRS out to 224	UNDER	ADJ DEBT SVC	D	$ 179,414.00	$ 540,689.00	$ 361,275.00	step8
22451729 2024 DEBT SVC	571000 PRINCIPAL	UNDER	ADJ DEBT SVC	I	$ 153,731.00	$ 385,389.00	$ 539,120.00	step8
22451729 2024 DEBT SVC	572000 INTEREST	UNDER	ADJ DEBT SVC	D	$ 106,810.34	$ 462,300.00	$ 355,489.66	step8

	Initials	Date
Created by:	____	____
Entered by:	____	____
Approved by:	____	____

Note
BUDGET AMENDMENT TO INCREASE BUDGET TO MATCH HIGHER DEBT SERVICE AND TO MATCH PROCEEDS AVAILABLE FOR TIMELY EXPENDITURE

TOTAL LOAN

Payment details from closing documents page 28 signed closing documents

Date	Interest	Principal	Total Pmt	Remaining Balance Owed
11/7/2024				25,000,000.00
4/1/2025	348,000.00	586,000.00	934,000.00	24,414,000.00
10/1/2025	424,803.60	586,000.00	1,010,803.60	23,828,000.00
4/1/2026	414,607.20	673,000.00	1,087,607.20	23,155,000.00
10/1/2026	402,897.00	674,000.00	1,076,897.00	22,481,000.00
4/1/2027	391,169.40	697,000.00	1,088,169.40	21,784,000.00
10/1/2027	379,041.59	697,000.00	1,076,041.59	21,087,000.00
4/1/2028	366,913.80	721,000.00	1,087,913.80	20,366,000.00
10/1/2028	354,368.40	722,000.00	1,076,368.40	19,644,000.00
4/1/2029	341,805.60	746,000.00	1,087,805.60	18,898,000.00
10/1/2029	328,825.20	748,000.00	1,076,825.20	18,150,000.00
4/1/2030	315,810.00	773,000.00	1,088,810.00	17,377,000.00
10/1/2030	302,359.80	773,000.00	1,075,359.80	16,604,000.00
4/1/2031	288,909.60	801,000.00	1,089,909.60	15,803,000.00
10/1/2031	274,972.20	800,000.00	1,074,972.20	15,003,000.00
4/1/2032	261,052.20	829,000.00	1,090,052.20	14,174,000.00
10/1/2032	246,627.61	828,000.00	1,074,627.61	13,346,000.00
4/1/2033	232,220.40	857,000.00	1,089,220.40	12,489,000.00
10/1/2033	217,308.60	858,000.00	1,075,308.60	11,631,000.00
4/1/2034	202,379.40	887,000.00	1,089,379.40	10,744,000.00
10/1/2034	186,945.60	888,000.00	1,074,945.60	9,856,000.00
4/1/2035	171,494.40	919,000.00	1,090,494.40	8,937,000.00
10/1/2035	155,503.81	919,000.00	1,074,503.81	8,018,000.00
4/1/2036	139,513.20	951,000.00	1,090,513.20	7,067,000.00
10/1/2036	122,965.80	951,000.00	1,073,965.80	6,116,000.00
4/1/2037	106,418.40	985,000.00	1,091,418.40	5,131,000.00
10/1/2037	89,279.40	984,000.00	1,073,279.40	4,147,000.00
4/1/2038	72,157.80	1,019,000.00	1,091,157.80	3,128,000.00
10/1/2038	54,427.20	1,019,000.00	1,073,427.20	2,109,000.00
4/1/2039	36,696.60	1,054,000.00	1,090,696.60	1,055,000.00
10/1/2039	18,357.00	1,055,000.00	1,073,357.00	-
	7,247,830.81	**25,000,000.00**	**32,247,830.81**	

	1 Harbor Blvd	36%		
Date	**Interest**	**Principal**	**Total Pmt**	**Remaining Balance Owed**
11/7/2024				9,000,000.00
4/1/2025	125,280.00	210,960.00	336,240.00	8,789,040.00
10/1/2025	152,929.30	210,960.00	363,889.30	8,578,080.00
4/1/2026	149,258.59	242,280.00	391,538.59	8,335,800.00
10/1/2026	145,042.92	242,640.00	387,682.92	8,093,160.00
4/1/2027	140,820.98	250,920.00	391,740.98	7,842,240.00
10/1/2027	136,454.97	250,920.00	387,374.97	7,591,320.00
4/1/2028	132,088.97	259,560.00	391,648.97	7,331,760.00
10/1/2028	127,572.62	259,920.00	387,492.62	7,071,840.00
4/1/2029	123,050.02	268,560.00	391,610.02	6,803,280.00
10/1/2029	118,377.07	269,280.00	387,657.07	6,534,000.00
4/1/2030	113,691.60	278,280.00	391,971.60	6,255,720.00
10/1/2030	108,849.53	278,280.00	387,129.53	5,977,440.00
4/1/2031	104,007.46	288,360.00	392,367.46	5,689,080.00
10/1/2031	98,989.99	288,000.00	386,989.99	5,401,080.00
4/1/2032	93,978.79	298,440.00	392,418.79	5,102,640.00
10/1/2032	88,785.94	298,080.00	386,865.94	4,804,560.00
4/1/2033	83,599.34	308,520.00	392,119.34	4,496,040.00
10/1/2033	78,231.10	308,880.00	387,111.10	4,187,160.00
4/1/2034	72,856.58	319,320.00	392,176.58	3,867,840.00
10/1/2034	67,300.42	319,680.00	386,980.42	3,548,160.00
4/1/2035	61,737.98	330,840.00	392,577.98	3,217,320.00
10/1/2035	55,981.37	330,840.00	386,821.37	2,886,480.00
4/1/2036	50,224.75	342,360.00	392,584.75	2,544,120.00
10/1/2036	44,267.69	342,360.00	386,627.69	2,201,760.00
4/1/2037	38,310.62	354,600.00	392,910.62	1,847,160.00
10/1/2037	32,140.58	354,240.00	386,380.58	1,492,920.00
4/1/2038	25,976.81	366,840.00	392,816.81	1,126,080.00
10/1/2038	19,593.79	366,840.00	386,433.79	759,240.00
4/1/2039	13,210.78	379,440.00	392,650.78	379,800.00
10/1/2039	6,608.52	379,800.00	386,408.52	-
	2,609,219.09	**9,000,000.00**	**11,609,219.09**	

	Undergrounding	46%		
Date	**Interest**	**Principal**	**Total Pmt**	**Remaining Balance Owed**
11/7/2024				11,500,000.00
4/1/2025	160,080.00	269,560.00	429,640.00	11,230,440.00
10/1/2025	195,409.66	269,560.00	464,969.66	10,960,880.00
4/1/2026	190,719.31	309,580.00	500,299.31	10,651,300.00
10/1/2026	185,332.62	310,040.00	495,372.62	10,341,260.00
4/1/2027	179,937.92	320,620.00	500,557.92	10,020,640.00
10/1/2027	174,359.13	320,620.00	494,979.13	9,700,020.00
4/1/2028	168,780.35	331,660.00	500,440.35	9,368,360.00
10/1/2028	163,009.46	332,120.00	495,129.46	9,036,240.00
4/1/2029	157,230.58	343,160.00	500,390.58	8,693,080.00
10/1/2029	151,259.59	344,080.00	495,339.59	8,349,000.00
4/1/2030	145,272.60	355,580.00	500,852.60	7,993,420.00
10/1/2030	139,085.51	355,580.00	494,665.51	7,637,840.00
4/1/2031	132,898.42	368,460.00	501,358.42	7,269,380.00
10/1/2031	126,487.21	368,000.00	494,487.21	6,901,380.00
4/1/2032	120,084.01	381,340.00	501,424.01	6,520,040.00
10/1/2032	113,448.70	380,880.00	494,328.70	6,139,160.00
4/1/2033	106,821.38	394,220.00	501,041.38	5,744,940.00
10/1/2033	99,961.96	394,680.00	494,641.96	5,350,260.00
4/1/2034	93,094.52	408,020.00	501,114.52	4,942,240.00
10/1/2034	85,994.98	408,480.00	494,474.98	4,533,760.00
4/1/2035	78,887.42	422,740.00	501,627.42	4,111,020.00
10/1/2035	71,531.75	422,740.00	494,271.75	3,688,280.00
4/1/2036	64,176.07	437,460.00	501,636.07	3,250,820.00
10/1/2036	56,564.27	437,460.00	494,024.27	2,813,360.00
4/1/2037	48,952.46	453,100.00	502,052.46	2,360,260.00
10/1/2037	41,068.52	452,640.00	493,708.52	1,907,620.00
4/1/2038	33,192.59	468,740.00	501,932.59	1,438,880.00
10/1/2038	25,036.51	468,740.00	493,776.51	970,140.00
4/1/2039	16,880.44	484,840.00	501,720.44	485,300.00
10/1/2039	8,444.22	485,300.00	493,744.22	-
	3,334,002.17	**11,500,000.00**	**14,834,002.17**	

	CrossTown		18%	
Date	**Interest**	**Principal**	**Total Pmt**	**Remaining Balance Owed**
11/7/2024				4,500,000.00
4/1/2025	62,640.00	105,480.00	168,120.00	4,394,520.00
10/1/2025	76,464.65	105,480.00	181,944.65	4,289,040.00
4/1/2026	74,629.30	121,140.00	195,769.30	4,167,900.00
10/1/2026	72,521.46	121,320.00	193,841.46	4,046,580.00
4/1/2027	70,410.49	125,460.00	195,870.49	3,921,120.00
10/1/2027	68,227.49	125,460.00	193,687.49	3,795,660.00
4/1/2028	66,044.48	129,780.00	195,824.48	3,665,880.00
10/1/2028	63,786.31	129,960.00	193,746.31	3,535,920.00
4/1/2029	61,525.01	134,280.00	195,805.01	3,401,640.00
10/1/2029	59,188.54	134,640.00	193,828.54	3,267,000.00
4/1/2030	56,845.80	139,140.00	195,985.80	3,127,860.00
10/1/2030	54,424.76	139,140.00	193,564.76	2,988,720.00
4/1/2031	52,003.73	144,180.00	196,183.73	2,844,540.00
10/1/2031	49,495.00	144,000.00	193,495.00	2,700,540.00
4/1/2032	46,989.40	149,220.00	196,209.40	2,551,320.00
10/1/2032	44,392.97	149,040.00	193,432.97	2,402,280.00
4/1/2033	41,799.67	154,260.00	196,059.67	2,248,020.00
10/1/2033	39,115.55	154,440.00	193,555.55	2,093,580.00
4/1/2034	36,428.29	159,660.00	196,088.29	1,933,920.00
10/1/2034	33,650.21	159,840.00	193,490.21	1,774,080.00
4/1/2035	30,868.99	165,420.00	196,288.99	1,608,660.00
10/1/2035	27,990.69	165,420.00	193,410.69	1,443,240.00
4/1/2036	25,112.38	171,180.00	196,292.38	1,272,060.00
10/1/2036	22,133.84	171,180.00	193,313.84	1,100,880.00
4/1/2037	19,155.31	177,300.00	196,455.31	923,580.00
10/1/2037	16,070.29	177,120.00	193,190.29	746,460.00
4/1/2038	12,988.40	183,420.00	196,408.40	563,040.00
10/1/2038	9,796.90	183,420.00	193,216.90	379,620.00
4/1/2039	6,605.39	189,720.00	196,325.39	189,900.00
10/1/2039	3,304.26	189,900.00	193,204.26	-
	1,304,609.55	**4,500,000.00**	**5,804,609.55**	

1 Harbor Blvd - Debt Service

Date	Harbor CRA PMTS
FY25	700,129
FY26	779,222
FY27	779,116
FY28	779,142
FY29	779,267
FY30	779,101
FY31	779,357
FY32	779,285
FY33	779,230
FY34	779,157
FY35	779,399
FY36	779,212
FY37	779,291
FY38	779,251
FY39	779,059
	11,609,219.09

Undergrounding - Debt Service

Date	TC CRA PMTS	Harbor CRA PMTS	Electric Franchise PMTS	total pmts
FY25	266,667	266,667	361,276	894,610
FY26	266,667	266,667	462,339	995,672
FY27	266,667	266,667	462,204	995,537
FY28	266,667	266,667	462,236	995,570
FY29	266,667	266,667	462,397	995,730
FY30	266,667	266,667	462,185	995,518
FY31	266,667	266,667	462,512	995,846
FY32	266,667	266,667	462,419	995,753
FY33	266,667	266,667	462,350	995,683
FY34	266,667	266,667	462,256	995,590
FY35	266,667	266,667	462,566	995,899
FY36	266,667	266,667	462,327	995,660
FY37	266,667	266,667	462,428	995,761
FY38	266,667	266,667	462,376	995,709
FY39	266,667	266,667	462,131	995,465
	4,000,000	*4,000,000*		**14,834,002.17**

CrossTown - Debt Service

Date	Gas Tax#2 PMTS	GF PMTS	total pmts
FY25	260,000	90,065	350,064.65
FY26	241,729	147,882	389,610.76
FY27	246,564	142,994	389,557.98
FY28	251,495	138,076	389,570.80
FY29	256,525	133,109	389,633.54
FY30	261,655	127,895	389,550.56
FY31	266,888	122,790	389,678.72
FY32	272,226	117,416	389,642.37
FY33	277,671	111,945	389,615.22
FY34	283,224	106,354	389,578.50
FY35	288,889	100,811	389,699.68
FY36	294,666	94,940	389,606.22
FY37	300,560	89,086	389,645.60
FY38	306,571	83,054	389,625.30
FY39	312,702	76,827	389,529.65
			5,804,609.55

Expenditure Plans for Loan Proceeds

Undergrounding

	description	*total contract*	
$ 11,500,000.00			
$ (62,761.25)	COI 11/07/24		
$ (994,204.69)	city exps 10/16/23 - 11/07/2024		pay 12/17/24
$ (885,889.79)	Cox #25030	*$ 885,889.79*	pay 12/04/24
$ (9,557,144.27)	ADS #24114	*$ 10,513,979.00*	monthly
	Uniti Fiber	*$ 373,172.00*	monthly
	Century Link	*$ 186,409.79*	at completion
	UCoF #21099	*$ 1,409,176.00*	monthly
$ -			

1 Harbor Blvd

	description
$ 9,000,000.00	
$ (49,117.50)	COI 11/07/24
$ (8,950,882.50)	city exps 10/16/23 - 11/07/2024
	txfr to 110 Harbor CRA 11/08/2024
$ -	

CrossTown Connector

	description
$ 4,500,000.00	
$ (24,558.75)	COI 11/07/24
$ (4,475,441.25)	TBD (permits Dec 2024; RFP Jan 2025)
$ -	

Steps for 2024 Construction Loan

1) 11/07/2024 Receive Loan Proceeds from Trustmark

DR	324-101100	bank	25,000,000.00
CR	324300-384000-EN615	crosstown loan	(4,500,000.00)
CR	324300-384000-HRB1	1 harbor blvd loan	(9,000,000.00)
CR	324300-384000-UNDER	undergrounding loan	(11,500,000.00)

2) Set-up long-term payable

DR	951-181224	2024 loan amt to be provided	25,000,000.00
CR	951-232924	2024 loan payable	(25,000,000.00)

3) Reimburse Harbor CRA from proceeds

DR	110-101100	Harbor CRA 8272	9,000,000.00
CR	110300-381110-HRB1	TXFR in to 110	(9,000,000.00)
DR	32458188-581110-HRB1	TXFR out to 110	9,000,000.00
CR	324-101100	bank	(9,000,000.00)

4) Harbor CRA reimburses GF for advance (USE LIAB ACCTS, NOT 581/381)

DR	01-101105	Depository 9988	8,500,000.00
CR	01-132900-HRB1	Advance to Harbor	(8,500,000.00)
DR	110-236900-HRB1	Advance from GF	8,500,000.00
CR	110-101100	Harbor CRA 8272	(8,500,000.00)

			LOAN DOCS (max)			BUDGET
5a) Pay Cost of Issuance (ASG, BMO, Romano Kopp, Ford & Assoc)					BUDGETED	DECREASE
DR	22451729-573001-EN615	estimated COI from closing doc	***24,558.75***	18%	43,900.00	(19,340.00)
DR	22451729-573001-HRB1	estimated COI from closing doc	***49,117.50***	36%	131,568.00	(82,448.00)
DR	22451729-573001-UNDER	estimated COI from closing doc	***62,761.25***	46%	190,028.00	(127,263.00)
	(nearly complete 12/05/24 $128k paid to date)		***136,437.50***		365,496.00	(229,051.00)
	ask BMO and Ford if any further exps					

5b) Pay Cost of Issuance (ASG, BMO, Romano Kopp, Ford & Assoc)

Transfer in to cover COI			from loan docs (max)	
DR	224-101100	bank	136,445.00	
CR	224300-381224	estimated COI from closing doc	(136,445.00)	
DR	32458188-581224	estimated UNDER COI from closing	62,765.00	
DR	32458188-581224	estimated EN615 COI from closing	24,560.00	
CR	324-101100	bank	(87,325.00)	
DR	11058188-581224-HRB1	estimated HRB1 COI from closing c	49,120.00	gave all $9m to 110
CR	110-101100	bank	(49,120.00)	instead of reducing by COI first

6) Reimburse GF for Undergrounding to date

DR	129-101165	Oka Half #7002	229,151.01
CR	129300-381129-UNDER	transfer in from 324	(229,151.01)
DR	315-101580	Restricted Elec Franch #8219	765,053.68
CR	315300-381315-under	transfer in from 324	(765,053.68)
CR	324-101100	2024 Construction #8122	(229,151.01)
CR	324-101100	2024 Construction #8122	(765,053.68)
DR	32458188-581129-UNDER	transfer out to 129	229,151.01
DR	32458188-581315-UNDER	transfer out to 315	765,053.68

7) pay under & en615 expenses

double-check encumbrances to ADS and Cox for undergrounding

32453900-565000-UNDER $10,443,034.06 = $11.5m - COI bud $67,761.25 - reimb 129 fund 229,151.01 - reimb 315 fund 765,053.68

32454100-565000-EN615 $4,475,441.25 = $$4.5m - COI bud $24,558.75

8) Monthly Debt Service transfers in to 224 Debt Service fund

see amort schedules as txfr amounts will change monthly

FY 2025 Debt Svc on 1 Harbor Blvd $9m				**FY 2025 Pmts (03/31 & 09/30)**
DR	*11058188-581224-HRB1*	*coi txfr out*	*49,117.50*	
DR	11058188-581224-HRB1	FY 2025 debt svc txfr out	700,129.30	700,129.30
CR	224300-381224-HRB1	coi txfr in	(49,117.50)	
CR	224300-381224-HRB1	FY 2025 debt svc txfr in	(700,129.30)	

FY 2025 Debt Svc on CrossTown $4.5m				
DR	3248188-581224-EN615	coi txfr out	62,765.00	
CR	224300-381224-EN615	coi txfr in	(62,765.00)	
DR	31558188-581224-EN615	FY 2025 debt svc txfr out	260,000.00	
DR	0158188-581224-EN615	FY 2025 debt svc txfr out	90,064.65	350,064.65
CR	224300-381224-EN615	FY 2025 debt svc txfr in	(350,064.65)	

FY 2025 Debt Svc on Undergrounding $11.5m				
DR	3248188-581224-UNDER	coi txfr out	62,761.25	
CR	224300-381224-UNDER	coi txfr in	(62,761.25)	
DR	10258188-581224-UNDER	FY 2025 debt svc txfr out	266,667.70	
DR	11058188-581224-UNDER	FY 2025 debt svc txfr out	266,667.70	
DR	31558188-581224-UNDER	FY 2025 debt svc txfr out	361,275.00	894,609.66
CR	224300-381224-UNDER	FY 2025 debt svc txfr in	(894,610.40)	

ITEM # 2024-883

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Larry Jones , Interim City Manager

FROM: Jamie Haynes

DATE: 12/11/2024

SUBJECT: All Employee Satisfaction Survey

I. BACKGROUND: On November 4th, staff presented three options to Council for conducting our All Employee Satisfaction Survey. Council directed staff to conduct the survey via SurveyMonkey with a motion that passed 6-0.

II. DISCUSSION: Staff presented a draft copy of the all-employee staff survey on December 2nd. After receiving feedback from the Council, we have made adjustments and are ready to disseminate the survey to employees.

Staff will send an email link to employees in the first week of January and will leave the survey open for two weeks. Once the results are compiled, staff will prepare a report of the findings and present them to Council.

A. **Link to Strategic Goals / Objectives:**
B. **Effect on Budget (EOB):** A yearly subscription to SurveyMonkey is $468.
C. **Level of Service (LOS):**
D. **Legislative Sponsor:**

III. CONCLUSION: Staff has completed the all-employee survey and are ready to disseminate it to employees.

IV. RECOMMENDED MOTION: I move to direct staff to conduct the All Employee Satisfaction survey.

Attachments:

1. All Employee Satisfaction Survey



City of Destin All Employee Satisfaction Survey

Section 1: Demographics (Optional)

1. What is your Department/Division? (This question is optional)

2. What is your Job Title? (This question is optional)

3. How many years have you been employed by the City? (This question is optional)

City of Destin All Employee Satisfaction Survey

Section 2: General Job Satisfaction

This section will help us to understand the elements of your job that help contribute to your overall satisfaction and areas in need of improvement.

4. Please rate your overall job satisfaction.

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
◯	◯	◯	◯	◯

Comments

5. I am provided a high-quality benefits program.

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
◯	◯	◯	◯	◯

Comments

6. My senior leaders create a work environment that helps me do my job.

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
◯	◯	◯	◯	◯

Comments

7. My organization encourages totally new ideas (innovation).

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
◯	◯	◯	◯	◯

Comments

8. Please rate your satisfaction with your work life balance.

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
◯	◯	◯	◯	◯

Comments

9. The City pays an adequate salary for the amount of work I perform.

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
◯	◯	◯	◯	◯

Comments

10. As it plans for the future, my organization asks for my ideas.

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
◯	◯	◯	◯	◯

Comments

11. Do you feel appreciated and respected at work?

Comments

12. Do you feel respected and appreciated by your coworkers?

Comments

13. Do you feel respected and appreciated by your immediate supervisor?

Comments

14. Do you feel respected and appreciated by your department director?

Comments

15. Do you feel respected and appreciated by the City Manager?

Comments

16. Do you feel respected and appreciated by the Mayor and City Council?

Comments

17. How would you rate the safety, cleanliness, and efficiency of your workspace and other city facilities?

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
◯	◯	◯	◯	◯

Comments

18. My employer promotes my physical and mental well-being, and I have access to resources to manage stress and improve my health.

- ◯ Strongly agree
- ◯ Agree
- ◯ Somewhat agree
- ◯ Neither agree nor disagree
- ◯ Somewhat disagree
- ◯ Disagree
- ◯ Strongly disagree

City of Destin All Employee Satisfaction Survey

Section 3: Communication and Feedback

Please rate your satisfaction with the following aspects of the communication and feedback within the organization.

19. How satisfied are you with the communication from leadership regarding overall city goals and objectives?

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
◯	◯	◯	◯	◯

Comments

20. Are you comfortable providing feedback or raising concerns within your department?

Comments

21. Are you comfortable providing feedback or raising concerns with your Human Resources Department?

Comments

22. My supervisor gives prompt, effective feedback concerning my work.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

23. I know my organization's mission (what it is trying to accomplish).

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

24. My supervisor has excellent leadership/ management/ supervisory skills.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

25. I feel I am properly trained to carry out my job requirements.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

26. My organization’s leaders share information about the organization.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

27. If I had to do it over again, I would still decide to get a job with the City of Destin.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

28. I would recommend the City to my friends as a good place to work.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

29. The City consistently enforces its policies among employees.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
◯	◯	◯	◯	◯

Comments

City of Destin All Employee Satisfaction Survey

Section 4: Professional Development

Please use the questions below to provide feedback on your level of satisfaction with your professional development.

30. Are you satisfied with the professional growth and development opportunities within or provided by the city?

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
◯	◯	◯	◯	◯

Comments

31. Have you received sufficient training and resources to perform your job effectively?

Comments

32. Have the goals and objectives of your position been clearly communicated to you?

Comments

33. When was your most recent performance evaluation?

34. Do you feel your last performance evaluation was fair?

Comments

35. The City’s employee performance evaluation process is effective

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
◯	◯	◯	◯	◯

Comments

City of Destin All Employee Satisfaction Survey

Section 6: Benefits

This section is to measure your understanding and expectation of your benefits package.

36. Do you currently contribute to your 457?

This is a deferred compensation plan. Participation is completely voluntary and 100% funded by the employee.

Comments

37. Are you satisfied with the City's Thrift Savings Plan?

This plan is your social security replacement. The City contributes 7.5% on your behalf.

- ◯ Yes
- ◯ No

Comments

38. Instead of the City participating in a Thrift Savings Plan, would you prefer to participate in Social Security?

Comments

39. Do you fully understand your retirement benefits?

Comments

40. How satisfied are you with your health insurance benefits?

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
◯	◯	◯	◯	◯

Comments

41. Do you fully understand your health insurance benefits?

Comments

42. Please rank the below benefits in order of importance (most important being listed first).

- Pay
- Retirement Benefits
- Recognition
- Merit Increases
- Paid Time Off
- Health Insurance Benefits

ITEM # 2024-924

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Jamie Haynes

DATE: 12/11/2024

SUBJECT: Community Development Director Confirmation

I. BACKGROUND:

II. DISCUSSION: Interim City Manager Larry Jones has reappointed Alois Zunguze as the Community Development Director in the Community Development department.

Mr. Zunguze was previously the Community Development Director from December 2018-June 2024. The Community Development Director position has recently been vacated with the resignation of the current Director.

- **A. Link to Strategic Goals / Objectives:**
- **B. Effect on Budget (EOB):** This is a budgeted position.
- **C. Level of Service (LOS):**
- **D. Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to confirm Louis Zunguze as the Community Development Director in the Community Development department.

Attachments:

None

ITEM # 2024-900

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Rey Bailey, City Clerk

DATE: December 9, 2024

SUBJECT: Committee Appointments

I. BACKGROUND: At the December 2, 2024, meeting, the council approved a motion to defer all committee appointments until January 2025. This decision was made to allow time for a comprehensive review of all committees and boards, aimed at assessing their relevance, efficiency, and effectiveness. The review will involve examining each committee's original purpose, its legislative foundation—whether established by ordinance, resolution, or statute—and evaluating whether these purposes remain pertinent. The council authorized the City Manager and staff to lead the review, in collaboration with Councilmember Trammell, who volunteered to serve as the legislative sponsor for this initiative. A detailed proposal is expected to be presented at the council's first meeting in the new year.

Also, during the December 2nd meeting, the council appointed the following representatives to the Tourist Development Council:

- **Primary Representative:** Councilmember Hebert
- **Alternate Representative:** Councilmember Schmidt

Subsequently, Councilmember Hebert requested that the roles be reversed, with Councilmember Schmidt serving as the primary representative and herself as the alternate.

II. DISCUSSION: Staff seeks appointments to the Local Planning Agency (LPA), established pursuant to Florida Statute Section 163.3174 and Land Development Code (LDC) Section 4.05.00. The LPA, a statutorily mandated committee, plays a critical role in planning and development. Meetings are scheduled twice monthly, on the first and third Wednesdays, with the next session scheduled for January 9th. These appointments are particularly urgent due to the ongoing Land Development Code rewrite, a major initiative requiring the LPA's active involvement. The LPA will function as a standalone committee

and will not be merged with other groups.

A. **Link to Strategic Goals / Objectives:**
B. **Effect on Budget (EOB):**
C. **Level of Service (LOS):**
D. **Legislative Sponsor:** Councilmember Sandy Trammell

III. CONCLUSION: The LPA has two active members (Atch 1 - LPA Roster). The following officials will be requested to nominate individuals to serve in the LPA.

- Councilmember Schmidt
- Councilmember Hebert
- Councilmember Destin
- Councilmember Trammell
- Councilmember Braden

IV. RECOMMENDED MOTION: I move to appoint (name of applicant) to the Local Planning Agency.

-- and--

I move to appoint Councilmember Schmidt as the primary representative to the Tourist Development Council, and Councilmember Hebert as the alternate.

Attachments:

1. LPA Membership Roster
2. Application - Marcie Bell - LPA
3. Application - Corey Ledbetter - LPA
4. Application - Ken Wampler - LPA
5. Application - Tammy Weidenhamer - LPA
6. Application - Jim Wood - LPA

LOCAL PLANNING AGENCY

MEMBERS	NOMINATED BY	DATE APPTD.	EXP. DATE
Todd Buhr 4510 Luke Avenue Destin, FL 32541 334-494-3749 tbuhr@cityofdestin.com	Bagby	12/12/2022	**11 / 2026**
Jay Purut 148 Kel-Wen Circle Destin, FL 32541 (404) 354-1200 jpurut@cityofdestin.com	Geile	12/12/2022	**11 / 2026**
VACANT	Schmidt		**11 / 2028**
VACANT	Hebert		**11 / 2028**
VACANT	Destin		**11 / 2028**
VACANT	Trammell		**11 / 2028**
VACANT	Braden		**11 / 2026**

Previous members with expired terms reapplying for membership (previous sponsor)

Jim Wood (Destin)
Corey Ledbetter (Schmidt)
Marcie Bell (Hebert)

New applicants (council member that was consulted in the application)

Ken Wampler (Trammell)
Tammy Weidenhamer

First Name	Marcie
Last Name	Bell
Home Address	3 Gulf Breeze Ct
City	Destin
State	FL
Zip	32541
Phone	8509742711
Email	Marciebell1@aol.com
Business Name	*Field not completed.*
Business Address	*Field not completed.*
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Current member of LPA, and participated in process
How long have you lived in Destin?	12 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	Yes
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	N/A
List any city boards or committees you are currently a member of.	Destin
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	Current Member
What do you consider the purpose of this board/committee to be?	The Local Planning Agency (LPA) has the general responsibility for the conduct of the comprehensive planning program, as provided for in the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II Florida Statutes). Specifically the LPA is responsible for the preparation of the Comprehensive Plan and any amendments to the Plan. The LPA also makes recommendations to the City Council regarding the adoption or amendment of the Comprehensive Plan, Land Development Code and Code of Ordinances. The LPA is also responsible for the periodic preparation of Evaluation and Appraisal Reports (EAR) of the Comprehensive Plan.
What would you like to see this board/committee accomplish?	Complete work of the past 4 years regarding LDC, etc.

If you have discussed this application with any member(s) of the Destin City Council, please identify them.	*Field not completed.*

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	10/23/2024

Email not displaying correctly? View it in your browser.

First Name	Corey
Last Name	Ledbetter
Home Address	564 Calhoun Ave
City	Destin
State	FL
Zip	32541
Phone	850-240-2449
Email	corey@scenicsir.com
Business Name	Scenic Sotheby's Int Realty
Business Address	3305 W. Cty Hwy 30A
City	Santa Rosa Bch
State	FL
Zip	32549
Brief description of education and experience:	I graduated from the University of Arkansas Bacherlors Degree in Journalism in 2003.
How long have you lived in Destin?	19 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	Yes
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	Destin LPA
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	I have been in the real estate industry for 20 years and a licensed realtor for 14 years
What do you consider the purpose of this board/committee to be?	to oversee and implement the healthy growth for the City of Destin
What would you like to see this board/committee accomplish?	To modernize the comp plan
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Destin

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OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	11/5/2024

Email not displaying correctly? View it in your browser.

First Name	Ken
Last Name	Wampler
Home Address	4320 Commons Drive W Box 206
City	Destin
State	FL
Zip	32541
Phone	8502591356
Email	Kenwampler@aol.com
Business Name	Newman-Dailey Resort Properties
Business Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	I've been actively involved in the City, Business and Development within the City & Okaloosa County for 22 years. I have a BS degree and MBA.
How long have you lived in Destin?	22 Years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	STR, Economic Impact of STR, BTR
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	I've been actively involved in the City, Business and Development within the City & Okaloosa County for 22 years. I have a BS degree and MBA.
What do you consider the purpose of this board/committee to be?	Provide research, suggestions and review of current and proposed planning efforts.
What would you like to see this board/committee accomplish?	Ensure that the planning is in accordance to the Vision of the City.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Sandy Trammell

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OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	12/2/2024

Email not displaying correctly? View it in your browser.

First Name	Tammy
Last Name	Weidenhamer
Home Address	2004 98 Palms Blvd
City	Destin
State	FL
Zip	32541
Phone	2482311777
Email	tweidenhamer1@cityofdestin.com
Business Name	*Field not completed.*
Business Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	I live in the City of Destin and have experience with committees.
How long have you lived in Destin?	4 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	PWPS
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	I have a great interest in the planning of our great city
What do you consider the purpose of this board/committee to be?	To help advise council with the plans for the city.
What would you like to see this board/committee accomplish?	Help Destin be the greatest city it can be.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	*Field not completed.*

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS

OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	12/11/2024

Email not displaying correctly? View it in your browser.

First Name	James
Last Name	Wood
Home Address	3790 Misty Way
City	Destin
State	FL
Zip	32541
Phone	850 502-9468
Email	Armyguyindestin@embarqmail.com
Business Name	USA Army Retired
Business Address	N/A
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	BA - Political Science MA - Public Administration 20 Years as U.S. Army Officer, command and combat experience 20 Years as a Destin Community Volunteer Sec/Treasurer Destin Water Users Inc. Sec/Treasurer Mid-Bay Bridge Authority

How long have you lived in Destin?	20 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	LPA Chairman and PW/PS Chairman
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	Current Chairman of both LPA and PW/PS Committee
What do you consider the purpose of this board/committee to be?	Provide well thoughtout, reasonable and common sense recommendations to the Destin City Council
What would you like to see this board/committee accomplish?	Make our community safer and provide a improved overall quality of life for residents, businesses and visitors
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Not yet.

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	10/9/2024

Email not displaying correctly? View it in your browser.

ITEM # 2024-849

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Tamara Leigh Young, Public Information Director
Larry Jones , Interim City Manager

FROM: Sheri Bethea, Sr. Administrative Services Coordinator

DATE:

SUBJECT: Destin Town Center Master Plan Update - Synalovski Romanik Saye, LLC (SRS) Presentation

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:

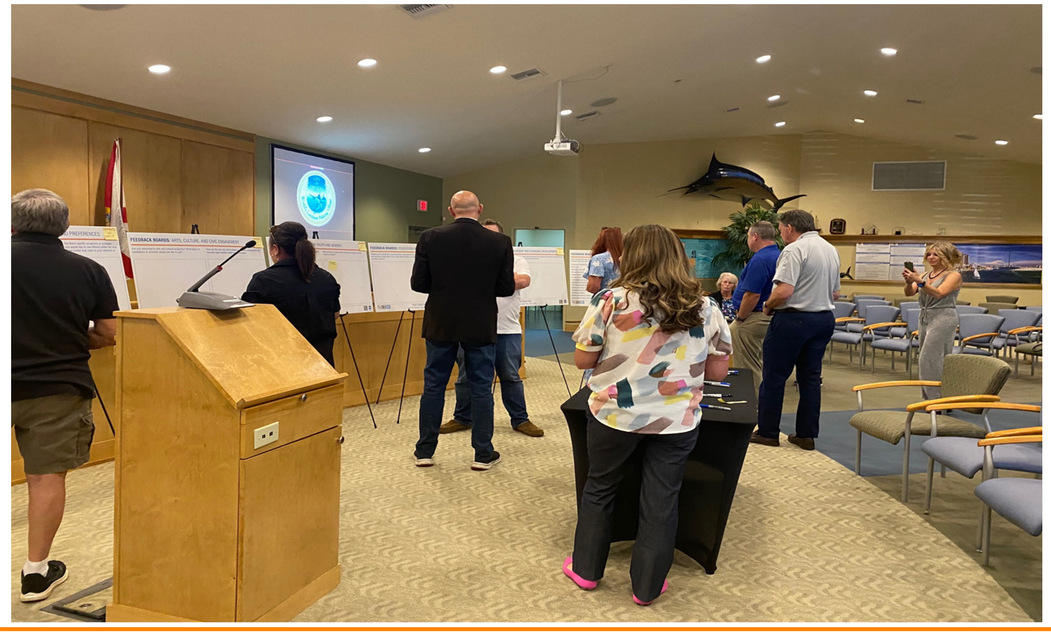
Attachments:

1. 20241216 - Presentation to Council FINAL

PROJECT HISTORY

INTRODUCTION





- 2 IN PERSON COMMUNITY MEETINGS.
- 301 COMMENTS RECORDED FOR DIGITAL SURVEY.
- 1 INDIVIDUAL MEETING WITH EACH GROUP CITY DEPARTMENT.
- 2 COLLECTIVE MEETINGS WITH CITY LEADERSHIP.
- 2 INDIVIDUAL MEETINGS WITH MAYOR AND COUNCIL MEMBERS.
- 1 MEETING WITH DESTIN CHAMBER OF COMMERCE.
- 4 MEETINGS WITH PUBLIX SITE DEVELOPER.

INTRODUCTION-DUE DILIGENCE

DESTIN TOWN CENTER

BUILDING PROGRAM

CITY HALL	EXISTING SQUARE FOOTAGE			PROPOSED SQUARE FOOTAGE					
Program Component	No. of Spaces	SF of Space	Existing SF Sub-TOTAL	No. of Spaces	SF of Space	Proposed SF Sub-TOTAL	Occupancy Ratio	No. of Occupants	Details	Adjacencies
DESTIN CITY HALL SPECIFIC SPACES										
CITY MANAGER							Occupancy Count			
City Manager	1	490	**490**	1	250	**250**	**100**	**2.50**	Private office setting, L shape desk with two chairs for visitors and small	No department specific.
Assistant City Manager	1	263	**263**	1	175	**175**	**100**	**1.75**	Private office setting, L shape desk with two chairs for visitors.	
City Manager Administrative Assistant	1	263	**263**	1	125	**125**	**100**	**1.25**	Private office setting, L shape desk with two chairs for visitors.	
TOTAL NET SF CITY MANAGER			**1,016 SF**			**550 SF**		**6 OCC**		
PROJECTS, GRANTS & CONTRACTS										
Grants and Contracts	1	235	**235**	1	175	**175**	**100**	**1.75**	Private office setting, L shape desk with two chairs for visitors. Current size fine	Works with Parks& Rec, Public Works, Finance and Enigineers
TOTAL NET SF PROJECTS, GRANTS & CONTRACTS			**235 SF**			**175 SF**		**2 OCC**		
PUBLIC INFORMATION										
Public Info	1	133	**133**	1	175	**175**	**100**	**1.75**		Works with IT and Grants & Contracts
Copy Area	1	97	**97**	1	125	**125**	**300**	**0.42**		
Public Info Storage	1	206	**206**	1	200	**200**	**300**	**0.67**		
TOTAL NET SF PUBLIC INFORMATION			**436 SF**			**500 SF**		**3 OCC**		
INFORMATION TECHNOLOGY										
Director IT	1	250	**250**	1	175	**175**	**100**	**1.75**	Private work space. Appropriate size but storage could be nearby.	IT works hand in hand with HR and Finance. Request to be away from the Code officers (too noisy)
Future Help Desk	0	0	**0**	3	64	**192**	**100**	**1.92**		
Help Desk	2	122	**244**							
Network Engineer										
IT Storage	1	36	**36**	1	150	**175**	**300**	**0.58**		
	1	109	**109**							
TOTAL NET SF INFORMATION TECHNOLOGY			**250 SF**			**542 SF**		**4 OCC**		
FINANCE										
Finance Director	1	237	**237**	1	175	**175**	**100**	**1.75**	Private office setting, L shape desk with two chairs for visitors. Current size fine	Finance works with HR and IT
Senior Accountant	1	210	**210**	1	64	**64**	**100**	**0.64**	Current spaces are fine, howeverbeing an open room setting would be fine as well. Entire department works together. Sunlight in work space would be nice.	
Payroll Clerk	1	158	**158**	1	64	**64**	**100**	**0.64**		
Assist. Payroll Clerk and Intern	1	205	**205**	1	64	**64**	**100**	**0.64**		
Intern	0	0	**0**	1	64	**64**	**100**	**0.64**		
Closet	1	99	**99**	1	125	**125**	**300**	**0.42**		
Finance/HR Dedicated Copy/Print	1	92	**92**	1	150	**150**	**300**	**0.50**	Stores paperwork but overflow goes to City Clerk.	
TOTAL NET SF FINANCE			**1,001 SF**			**706 SF**		**5 OCC**		
CITY CLERK										
City Clerk	1	238	**238**	1	175	**175**	**100**	**1.75**	Private office Prefered. Centralized location and access to public. Works with	Stores and destroys documents for every department. Especially Finance and HR
Deputy City Clerk	1	198	**198**	1	175	**175**	**100**	**1.75**	Private office Prefered. Centralized location and access to public. Works with everyone.	
Records Management Specialist	1	134	**134**	1	125	**125**	**100**	**1.25**		
Records Scanners and Meeting	1	366	**366**	1	250	**250**	**15**	**16.67**		
Mail Room	1	188	**188**	1	250	**250**	**300**	**0.83**	Mayor meets people here when visiting. Can use more space or an extra office space	
Records Vault	1	388	**388**	1	300	**300**	**300**	**1.00**	Clears old documents and with new age technology the amount of paperwork will decrease. Overstacked filing.	
City Clerk Dedicated Copy/ Print	1	231	**231**	1	250	**250**	**300**	**0.83**		
TOTAL NET SF CITY CLERK			**1,743 SF**			**1,525 SF**		**24 OCC**		
HUMAN RESOURCES										
HR Director	1	221	**221**	1	175	**175**	**100**	**1.75**	Close door office space with desk that has a return and extra cradenza	HR works with IT and Finance
HR Specialist	1	208	**208**	1	125	**125**	**100**	**1.25**	Current office space is fine but private office is not neccesary	
TOTAL NET SF HUMAN RESOURCES			**429 SF**			**300 SF**		**3 OCC**		

INTRODUCTION-DUE DILIGENCE

CITY HALL (continued)	EXISTING SQUARE FOOTAGE			PROPOSED SQUARE FOOTAGE						
CODE COMPLIANCE										
Code Compliance Director	1	240	**240**	1	175	**175**	**100**	**1.75**	Private office setting, L shape desk with two chairs for visitors. Current size fine	Works with Building Department and planning.
Code Compliance Deputy Director	1	197	**197**	1	175	**175**	**100**	**1.75**	Private office setting, L shape desk with two chairs for visitors. Current size fine	
Code Compliance Admin	1	120	**120**	1	64	**64**	**100**	**0.64**	Small work station outside of office. Could use more space. Office optional	
Code Compliance Registration	1	151	**151**	1	125	**125**	**100**	**1.25**	Private office setting, L shape desk with two chairs for visitors. Current size fine	
Code Compliance Ops Training	1	151	**151**	1	125	**125**	**100**	**1.25**	Private office setting, L shape desk with two chairs for visitors. Current size fine	
File Room	1	230	**230**	1	200	**200**	**300**	**0.67**	High Density filing system for work and equipment.	
Storage	1	109	**109**	1	100	**100**	**300**	**0.33**	Storage space fine	
Code Officers	1	377	**377**	1	375	**375**	**100**	**3.75**	Need more space for future employees. Open work work space enviroment.	
Copy/Print	1	96	**96**	1	150	**150**	**300**	**0.50**	Appropriate copy area but shared with break area (Fridge/Microwave)	
TOTAL NET SF CODE COMPLIANCE			**1,671 SF**			**1,489 SF**		**12 OCC**		
MEETING/COLLABORATIVE SPACES										
Council Chambers	1	3,522	**3,522**	1	3,600	**3,600**	**15**	**240.00**	City Hall Annex	Used by every Department
AV Equipment for Chamber	1	83	**83**	1	125	**125**	**300**	**0.42**		
Training Room	1	2,020	**2,020**	1	2,000	**2,000**	**7**	**285.71**	Nice size for big events would like to keep a room around the same size.	
Small Meeting Room	1	157	**157**	2	168	**336**	**15**	**22.40**	Small meeting room to accommodate 2-6 person client or team meeting. Table, Chairs, whiteboard, outlet, moniter etc.	
Medium Meeting Room	1	206	**206**	3	216	**648**	**15**	**43.20**	Medium meeting room to accommodate 6-12 person department and client meetings. Table, Chairs, whiteboard, TV, outlet, moniter, conference room speaker etc.	
Large Meeting Room	1	248	**248**	2	250	**500**	**15**	**33.33**	City council meeting room that used most by Development Director.	
Board Room	0	0	**0**	1	420	**420**	**15**	**28.00**	Moved from the Community Center	
TOTAL NET SF MEETING/COLLABORATIVE SPACES			**6,236 SF**			**7,629 SF**		**653 OCC**		
PLANNING										
Principal Planner	1	180	**180**	1	175	**175**	**100**	**1.75**	Desk and round table for meetings. Ok current size	Works with Engineering, GIS and Code Compliance
Senior Planner	1	187	**187**	1	175	**175**	**100**	**1.75**	L shape desk. Ok size	
Planner(2)	2	90	**180**	2	125	**250**	**100**	**2.50**	Currently in one office space and can be in an open floor space with 4 cubicle	
Planner	1	36	**36**	1	125	**125**	**100**	**1.25**	Planning department works with GIS and Engineers often	
Future Planner	0	0	**0**	1	125	**125**	**100**	**1.25**	Future annexation could mean 2 more Planners.	
Copy/Production	1	27	**27**	1	125	**125**	**300**	**0.42**	Share w/ Building Department and GIS	
TOTAL NET SF PLANNING			**610 SF**			**975 SF**		**9 OCC**		

BUILDING DEPARTMENT										
Building Official	1	166	**166**	1	175	**175**	**100**	**1.75**	Current spaces are fine but office has no character	Works with Planning, Engineeringa and Community Development
Building Permit Licensing Official	1	155	**155**	1	125	**125**	**100**	**1.25**	Still gets some public traffic. 30 people in a week in Annex bldg post covid.	
Business Tax Receipt	1	191	**191**	1	125	**125**	**100**	**1.25**		
Building Permit Tech	1	137	**137**	1	125	**125**	**100**	**1.25**		
Permit Tech	1	92	**92**	1	125	**125**	**100**	**1.25**	Process Submittals.	
Permit Tech	1	92	**92**	1	125	**125**	**100**	**1.25**		
TOTAL NET SF BUILDING DEPARTMENT			**833 SF**			**800 SF**		**8 OCC**		

Program Component	Spaces	SF of Space	TOTAL	Spaces	SF of Space	Sub-TOTAL	Occupancy Ratio	No. of Occupants	Details	Adjacencies
BUILDING INSPECTORS										
Building Inspectors	3	121	**363**	3	80	**240**	**100**	**2.40**	Plan reviewers Mech, electrical, plumbing, building and flood.	Works with Building Department
Future additional Building Inspector	0	0	**0**	1	80	**80**	**100**	**0.80**	Annexation plan on adding one more bldg inspector. Could be open floor	
Future Receptionist	0	0	**0**	1	64	**64**	**100**	**0.64**	Eventually with want to have a future receptionist. Some walk in stills…	
TOTAL NET SF DESTIN CITY HALL BUILDING INSPECTOR			**363 SF**			**384 SF**		**4 OCC**		
COMMUNITY DEVELOPMENT										
Community Development Director	1	140	**140**	1	175	**175**	**100**	**1.75**		Works most with Building Dept, Planning and Engineers
Community Development Administrator	1	180	**180**	1	125	**125**	**100**	**1.25**		
TOTAL NET SF DESTIN CITY HALL COMMUNITY DEVELOPMENT			**320 SF**			**300 SF**		**3 OCC**		
ENGINEERING										
Engineer II	1	138	**138**	1	175	**175**	**100**	**1.75**	Idea brought up about about maybe becoming hybrid.	Works with GIS, Buidling Dept and Planning
Engineer I	1	117	**117**	1	125	**125**	**100**	**1.25**	Interaction with planning department a lot. Engineer 1&2 with permitting	
City Engineer	1	159	**159**	1	175	**175**	**100**	**1.75**	General meetings are 5-8 people, team meetings are 3. Need more meeting space.	
TOTAL NET SF DESTIN CITY HALL ENGINEERING			**414 SF**			**475 SF**		**5 OCC**		
GIS										
GIS	1	117	**117**	1	175	**175**	**100**	**1.75**	Currently 1 position in Gis, with annex maybe add an additional eventually	Works with Engineering and Planning.
Future GIS				1	125	**125**	**100**	**1.25**	Future Annexation could mean 1 more GIS.	
TOTAL NET SF DESTIN CITY HALL GIS			**117 SF**			**300 SF**		**3 OCC**		

INTRODUCTION-DUE DILIGENCE

CITY HALL (continued)	EXISTING SQUARE FOOTAGE				PROPOSED SQUARE FOOTAGE						
Common Spaces											
Meditation Room	0	0	**0**		1	125	**125**		**100**	**1.25**	New moms needed a private, safe, and clean place to express breast milk while at work. Private space for personal needs.
City Hall Break Room	1	248	**248**		1	700	**700**		**15**	**46.67**	
City Hall Annex Break Room	1	332	**332**								
Coffee Sation					2	80	**160**		**300**	**0.53**	
Storage	1	201	**201**		2	200	**400**		**300**	**1.33**	
Reception	1	2,558	**2,558**		1	1,600	**1,600**		**7**	**228.57**	Welcome entrance with help finding department spaces and security.
Mens Restrooms (Lobby/Council Chamber)	1	145	**145**		1	288	**288**				
Womens Restrooms (Lobby/Council Chamber)	1	171	**171**		1	456	**456**				
Mens Restrooms (Staff ONLY)	1	126	**190**		1	200	**200**				
Womens Restrooms (Employee Area)	1	154	**154**		1	200	**200**				
Council Private Toilet Room(s)	1	60	**60**		2	50	**100**				
Mens Restroom	1	130	**130**		0	0	**0**				
Womens Restroom	1	167	**167**		0	0	**0**				
A/C	1	64	**64**		0	0	**0**				
	1	20	**20**		0	0	**0**				
	1	30	**30**		0	0	**0**				
Janitor	1	61	**61**								
	1	16	**16**		1	150	**150**				
	1	35	**35**								
Lobby	1	423	**423**		0	0	**0**				
Foyer	1	180	**180**		0	0	**0**				
Mechanical & Storage	1	187	**187**		0	0	**0**				
Mechanical Room	1	43	**43**		1	400	**400**		**300**	**1.33**	
	1	69	**69**								
Server Room	0	0	**0**		1	200	**200**				
Electrical Room	0	0	**0**		1	200	**200**				
Storage	1	213	**213**		0	0	**0**				
	1	46	**46**		0	0	**0**				
TOTAL NET SF DESTIN CITY HALL COMMON SPACES				**5,743 SF**			**5,179 SF**			**280 OCC**	

Sub-TOTAL NET SF of CITY HALL				**21,417 SF**		**21,829 SF**		**1,023 OCC**
30% for CIRCULATION						**6,549 SF**		
5% for WALLS						**1,091 SF**		
Circulation & Walls (City Hall & Annex)				**4,851 SF**				
TOTAL GROSS SF of CITY HALL				**26,268 SF**		**29,469 SF**		

INTRODUCTION-DUE DILIGENCE

COMMUNITY CENTER	EXISTING SQUARE FOOTAGE			PROPOSED SQUARE FOOTAGE					
Program Component	No. of Spaces	SF of Space	Existing SF Sub-TOTAL	No. of Spaces	SF of Space	Proposed SF Sub-TOTAL	Occupancy Ratio	No. of Occupants	Details
DESTIN COMMUNITY CENTER SPECIFIC SPACES									
Athletic Director	1	93	**93**	1	175	**175**	**100**	**1.75**	
Rec Supervisor	1	156	**156**	1	175	**175**	**100**	**1.75**	
Customer Service	1	79	**79**	1	64	**64**	**100**	**0.64**	
Lobby	1	1,307	**1,307**	1	1,500	**1,500**	**15**	**100.00**	
Rec I	1	101	**101**	1	125	**125**	**100**	**1.25**	
Coordination/ Rec II	1	136	**136**	1	125	**125**	**100**	**1.25**	
Board Room	1	420	**420**	0	0	**0**	**0**	**0.00**	moved over to City Hall (large meeting)
Electrical Room	2	75	**150**	1	150	**150**	**300**	**0.50**	
Mechanical Room	1	207	**207**	1	400	**400**	**300**	**1.33**	
Meeting I	1	839	**839**	1	1,000	**1,000**	**15**	**66.67**	
Meeting 2	1	974	**974**	1	1,000	**1,000**	**15**	**66.67**	
Meeting 3	1	952	**952**	1	1,000	**1,000**	**15**	**66.67**	
Table/ Chairs	1	217	**217**	1	300	**300**	**300**	**1.00**	
Kitchen	1	455	**455**	1	450	**450**	**300**	**1.50**	
Pantry	1	64	**64**	1	100	**100**	**300**	**0.33**	
Womens Restroom	1	184	**184**	1	450	**450**	**0**	**0.00**	
Mens Restroom	1	172	**172**	1	300	**300**	**0**	**0.00**	
Staff Single User Restrooms	0	0	**0**	2	50	**100**	**0**	**0.00**	
Janitor	1	20	**20**	1	80	**80**	**300**	**0.27**	
Youth Game Room	1	450	**450**	1	500	**500**	**15**	**33.33**	
Supplies	1	55	**55**	1	80	**80**	**300**	**0.27**	
Back Stage	1	1,165	**1,165**	1	1,800	**1,800**	**15**	**120.00**	
Maintenance	1	102	**102**	1	200	**200**	**300**	**0.67**	
Mens Locker Room	1	188	**188**	1	300	**300**	**0**	**0.00**	
Womens Locker Room	1	190	**190**	1	300	**300**	**0**	**0.00**	
Tables/ Chairs	1	166	**166**	1	300	**300**	**300**	**1.00**	
Gym	1	8,484	**8,484**	2	8,484	**16,968**		**450.00**	Bleacher Seats
Storage	0	0	**0**	1	500	**500**	**300**	**1.67**	moved from Morgan Sports Complex
Parks & Recreation Director	0	0	**0**	1	175	**175**	**100**	**1.75**	moved from Morgan Sports Complex
Parks & Recreation Supervisor	0	0	**0**	1	125	**125**	**100**	**1.25**	moved from Morgan Sports Complex
Parks & Recreation Administrator	0	0	**0**	1	64	**64**	**100**	**0.64**	moved from Morgan Sports Complex
Deputy Parks & Recreation Director	0	0	**0**	1	64	**64**	**100**	**0.64**	moved from Morgan Sports Complex
Conference Room	0	0	**0**	1	206	**206**	**15**	**13.73**	moved from Morgan Sports Complex
TOTAL NET SF DESTIN COMMUNITY CENTER SPECIFIC SPACES			**17,326 SF**			**29,076 SF**		**936.52 OCC**	
30% for CIRCULATION						**8,723 SF**			
5% for WALLS						**1,454 SF**			
Circulation & Walls			**6,716 SF**						
TOTAL GROSS SF COMMUNITY CENTER SPECIFIC SPACES			**24,042 SF**			**39,253 SF**			

INTRODUCTION-DUE DILIGENCE

MORGAN SPORTS COMPLEX	EXISTING SQUARE FOOTAGE			PROPOSED SQUARE FOOTAGE				
Program Component	No. of Spaces	SF of Space	Existing SF Sub-TOTAL	No. of Spaces	SF of Space	Proposed SF Sub-TOTAL	Occupancy Ratio	No. of Occupants	Details
DESTIN MORGAN SPORTS SPECIFIC SPACES									
FIRST FLOOR									
Womens Restroom	1	237	**237**	1	237	**237**	**0**	**0.00**	
Mens Restroom	1	174	**174**	1	174	**174**	**0**	**0.00**	
Electrical	1	108	**108**	1	108	**108**	**300**	**0.36**	
Storage	1	72	**72**	1	72	**72**	**300**	**0.24**	
Storage	1	29	**29**	1	29	**29**	**300**	**0.10**	
Concession	1	213	**213**	1	213	**213**	**15**	**14.20**	
SECOND FLOOR									
IT & HVAC	1	75	**75**	1	75	**75**	**300**	**0.25**	
Parks & Recreation Director	1	133	**133**	0	0	**0**	**100**	**0.00**	
Parks & Recreation Supervisor	1	50	**50**	0	0	**0**	**100**	**0.00**	
Parks & Recreation Administrator	1	52	**52**	0	0	**0**	**100**	**0.00**	
Deputy Parks & Recreation Director	1	52	**52**	0	0	**0**	**100**	**0.00**	
Meeting Space	1	455	**455**	0	0	**0**	**100**	**0.00**	
Counter/Announcer	1	61	**61**	1	61	**61**	**100**	**0.61**	
Counter/Announcer	1	51	**51**	1	51	**51**	**100**	**0.51**	
Counter/Announcer	1	47	**47**	1	47	**47**	**100**	**0.47**	
Counter/Announcer	1	59	**59**	1	59	**59**	**100**	**0.59**	
Copy/Print	1	15	**15**	1	15	**15**	**300**	**0.05**	
Umpire Gathering	0	0	**0**	**1**	**742**	**742**	**15**	**49.47**	Take over upstairs office and meeting spaces, Park & Recreation Staff moved to Community Center
TOTAL NET SF MORGAN SPORTS COMPLEX SPECIFIC SPACES			**1,883 SF**			**1,883 SF**		**67 OCC**	
35% for CIRCULATION						**659 SF**			
13.8% for WALLS						**260 SF**			
Circulation & Walls			**920 SF**						
TOTAL GROSS SF MORGAN SPORTS COMPLEX SPECIFIC SPACES			**2,803 SF**			**2,802 SF**			

ANTICIPATED NEW and/or EXPANDED SF

TOTAL GROSS SF CITY HALL	**29,469 SF**
TOTAL GROSS SF COMMUNITY CENTER	**39,253 SF**
TOTAL	**68,722 SF**

GATEWAY

‘DISTRICT’

HARBOR CRA - GATEWAY ‘DISTRICT’

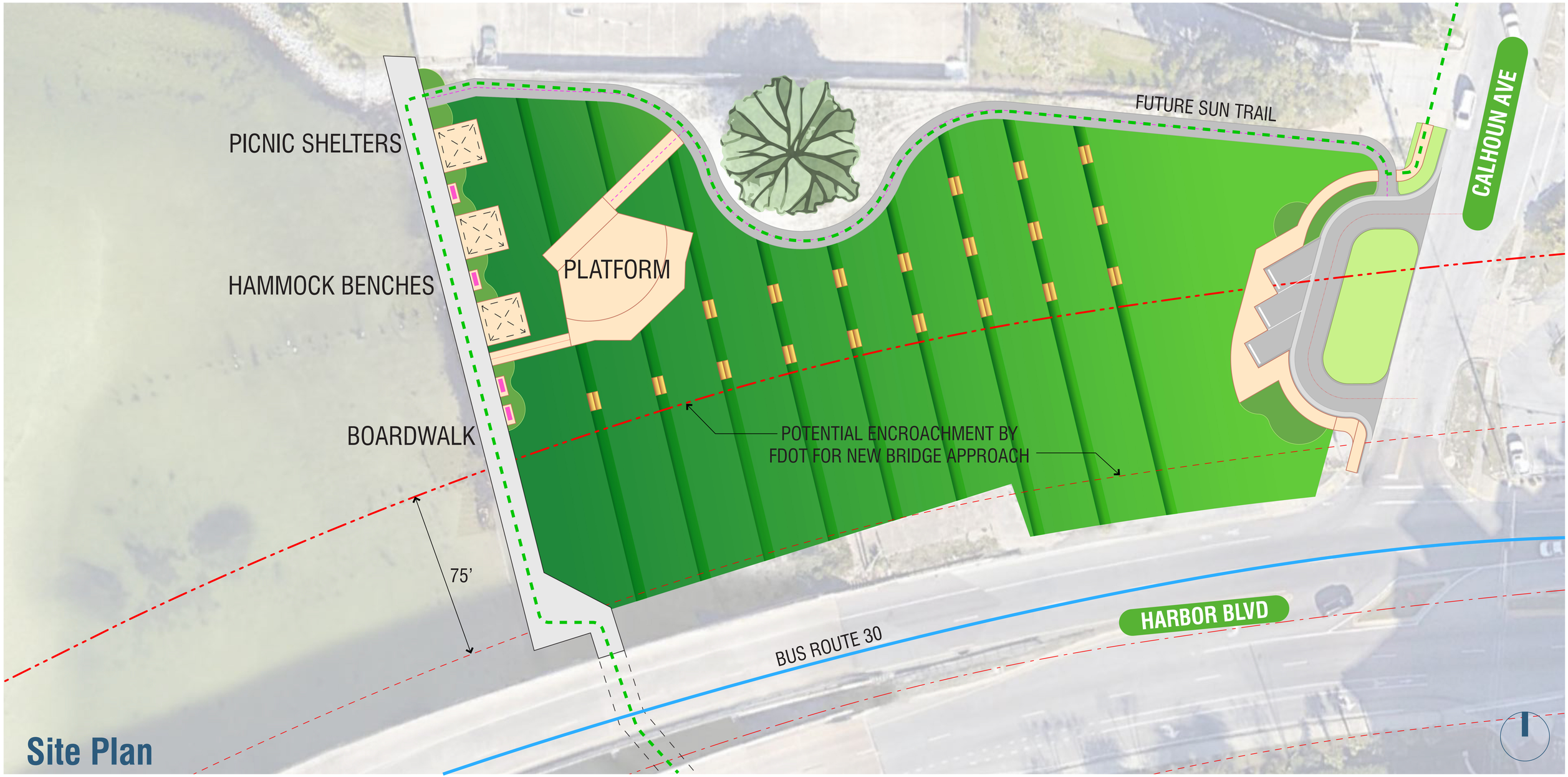


Site Plan

HARBOR ONE

GATEWAY DISTRICT

GATEWAY DISTRICT - Harbor One Open Space



Site Plan

FISHING VILLAGE

GATEWAY DISTRICT

GATEWAY DISTRICT - Fishing Village

- CELEBRATION OF DESTIN'S HISTORY.
- DESTIN WEIGH IN PICTURE SPOT.
- VESSELS AND NAUTICAL HERITAGE.
- FISH CAMP REPLICA.
- ORIGINAL POST OFFICE DESTIN HOMESTEAD REPLICA.
- DESTIN SCHOOL REPLICA NEW DESTIN HISTORY AND FISHING MUSEUM.
- OUTDOOR LAWN AND PLAY AREAS.
- BAIT AND TACKLE GIFT SHOP.
- OUTDOOR STORAGE.
- OUTDOOR STAGE AREA.
- 300 SPACE PARKING GARAGE.
- PUBLIC ART.

GATEWAY DISTRICT - Inspirational Historic Images

















GATEWAY DISTRICT - Fishing Village



OPTION A



SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

CITY OF DESTIN FLORIDA — World's Luckiest Fishing Village

GATEWAY DISTRICT - Fishing Village



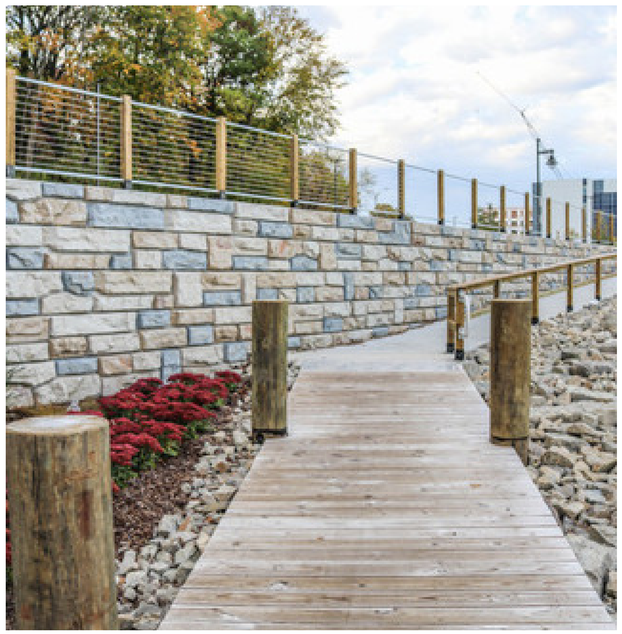
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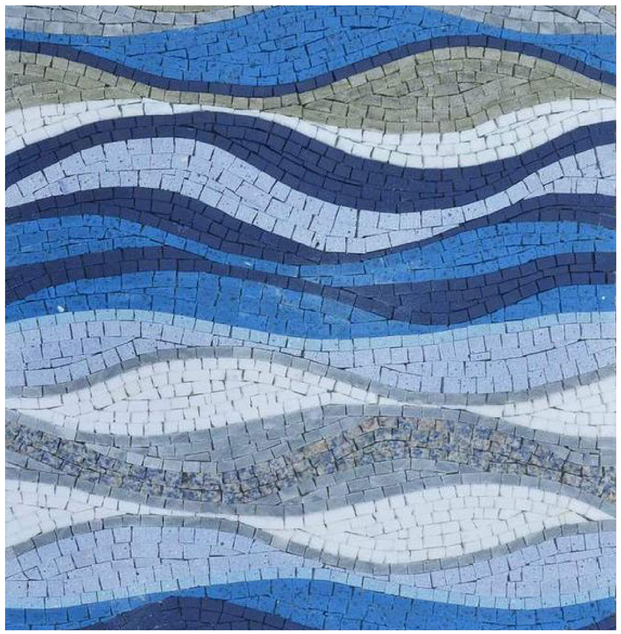


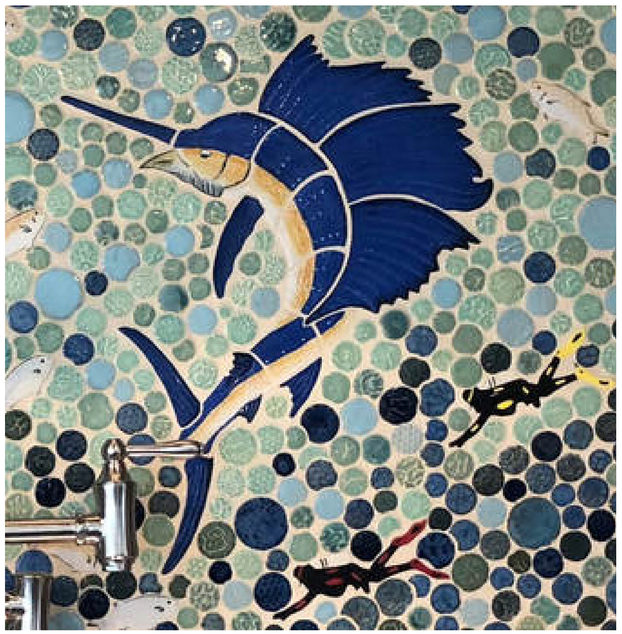




CELEBRATION







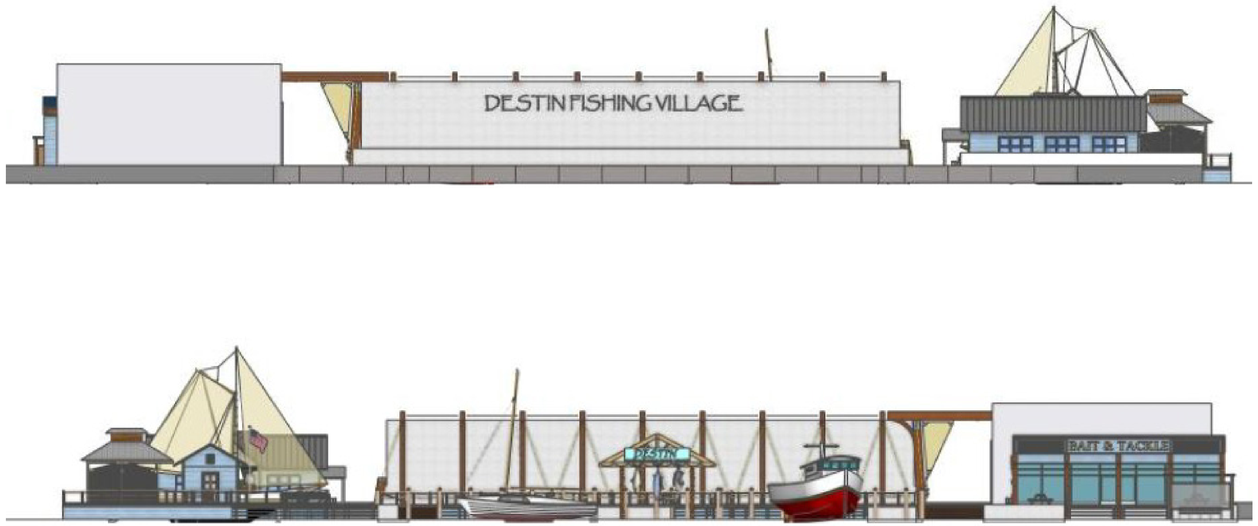
SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

CITY OF DESTIN FLORIDA — World's Luckiest Fishing Village

GATEWAY DISTRICT - Fishing Village





GATEWAY DISTRICT - Fishing Village



GATEWAY DISTRICT - Fishing Village



GATEWAY DISTRICT - Fishing Village







GATEWAY DISTRICT - Fishing Village









SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

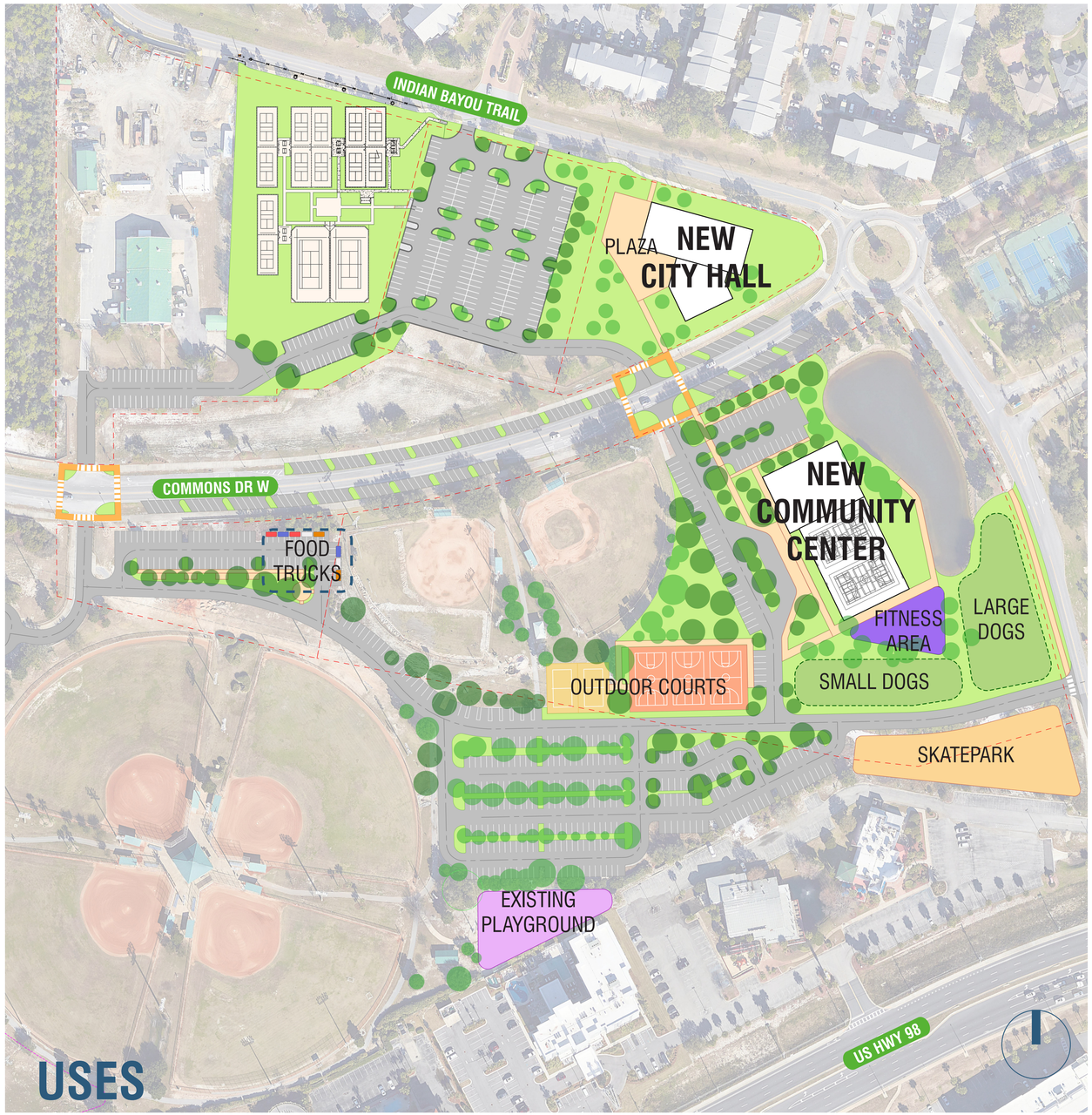
CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village

MORGAN CIVIC & RECREATIONAL COMPLEX

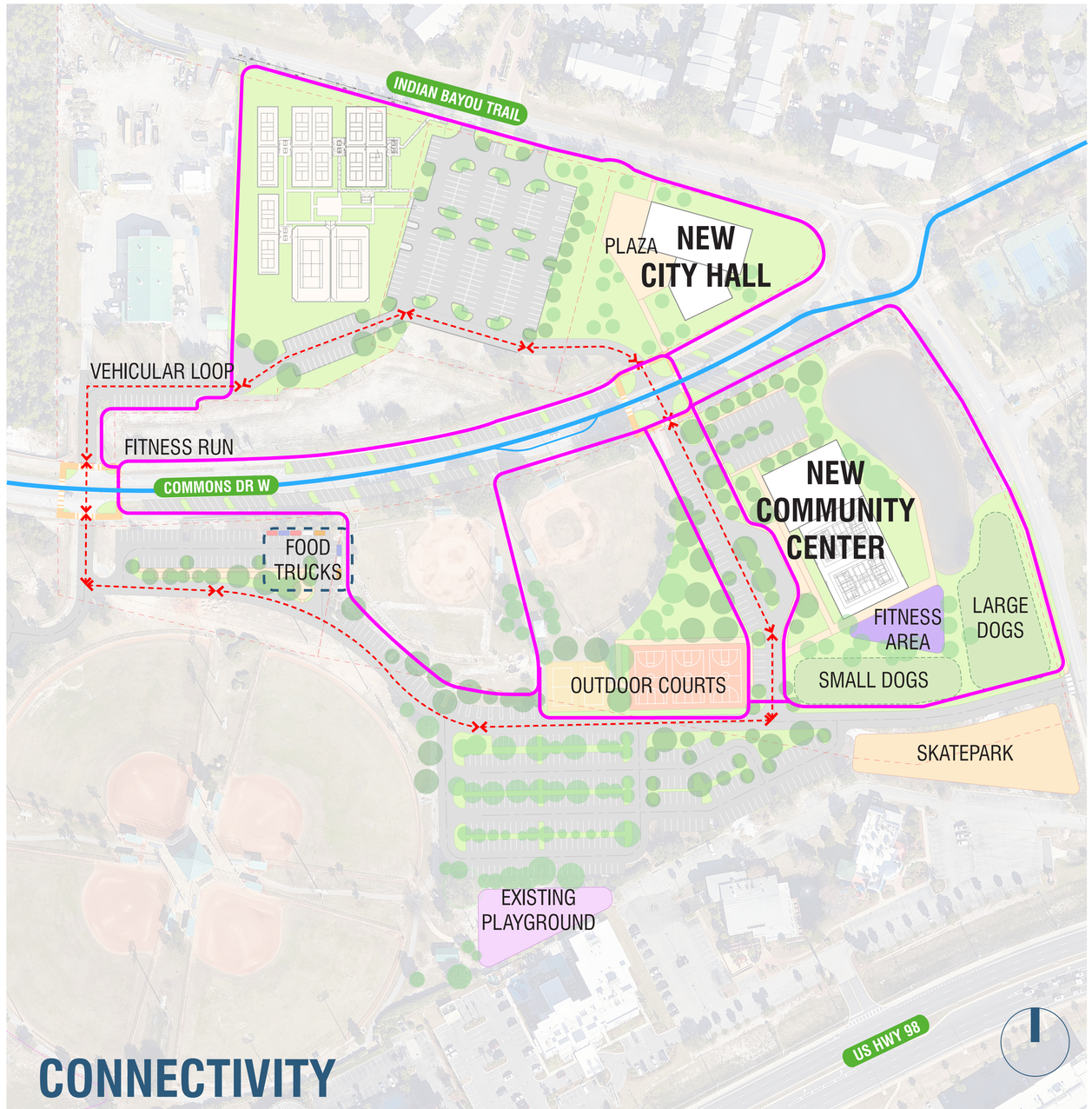
Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX



USES



CONNECTIVITY

MORGAN CIVIC & RECREATIONAL COMPLEX - Bird's Eye View



MORGAN CIVIC & RECREATIONAL COMPLEX - Bird’s Eye View



Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

CITY HALL

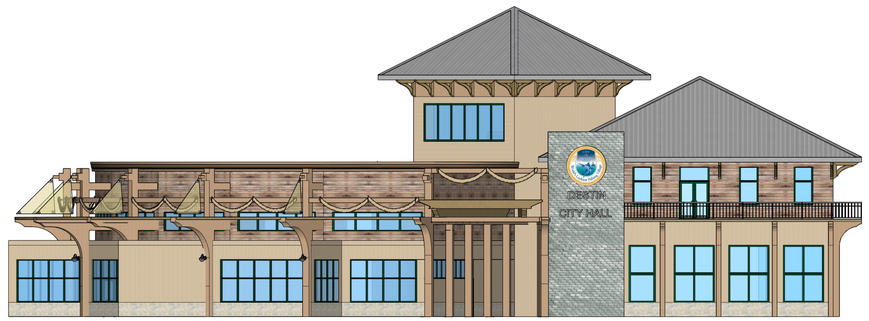
MORGAN SPORTS COMPLEX

MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall

- NEW +/- 30,000 SF CITY HALL AT PROMINENT POSITION ADJACENT TO ROUNDABOUT.
- DOG PARK MOVE TO MORGAN SPORTS COMPLEX SITE.
- EXISTING CITY HALL ANNEX REMAIN DURING CONSTRUCTION.
- OUTDOOR DINING AREAS FOR STAFF AND PUBLIC GATHERING.
- NEW PARKING AND DRIVES FLOWING DEMOLITION OF CITY HALL ANNEX.
- PROPOSED PICKLEBALL COURTS TO REMAIN.
- PUBLIC WORKS COMPOUND TO REMAIN.
- IMPROVED AND SAFER CONNECTIVITY TO MORGAN SPORTS COMPLEX.
- FLORIDA VERNACULAR/ NAUTICAL BUILDING.

MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall









MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall



SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

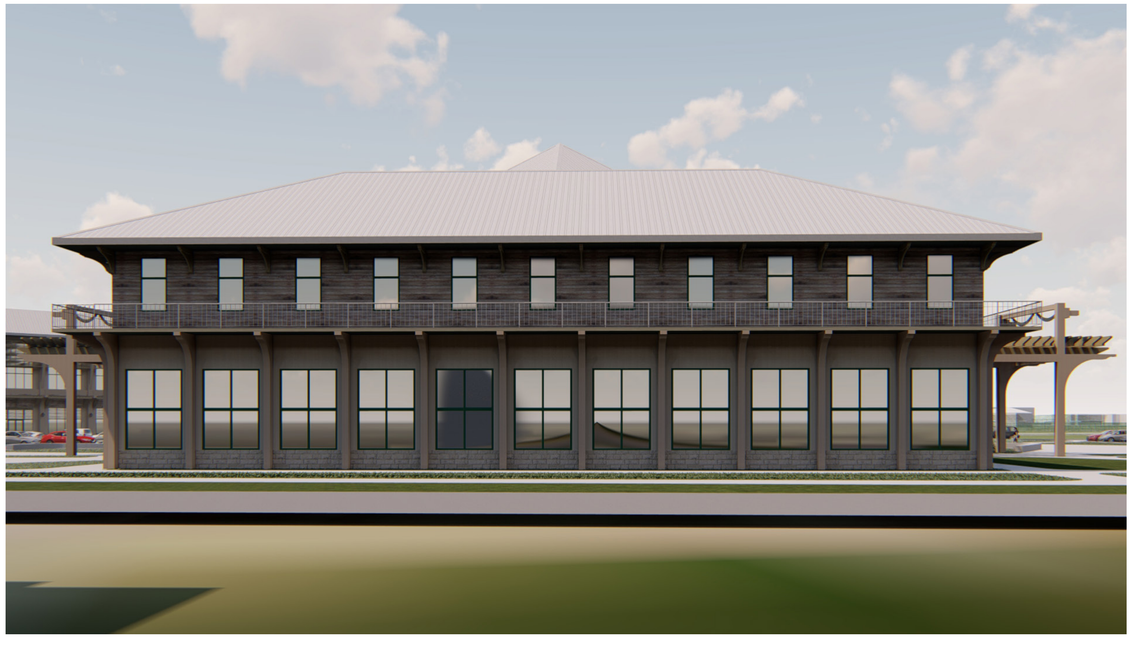
CITY OF DESTIN FLORIDA World's Luckiest Fishing Village

MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall









MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall



MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall







SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

CITY OF DESTIN FLORIDA — World's Luckiest Fishing Village

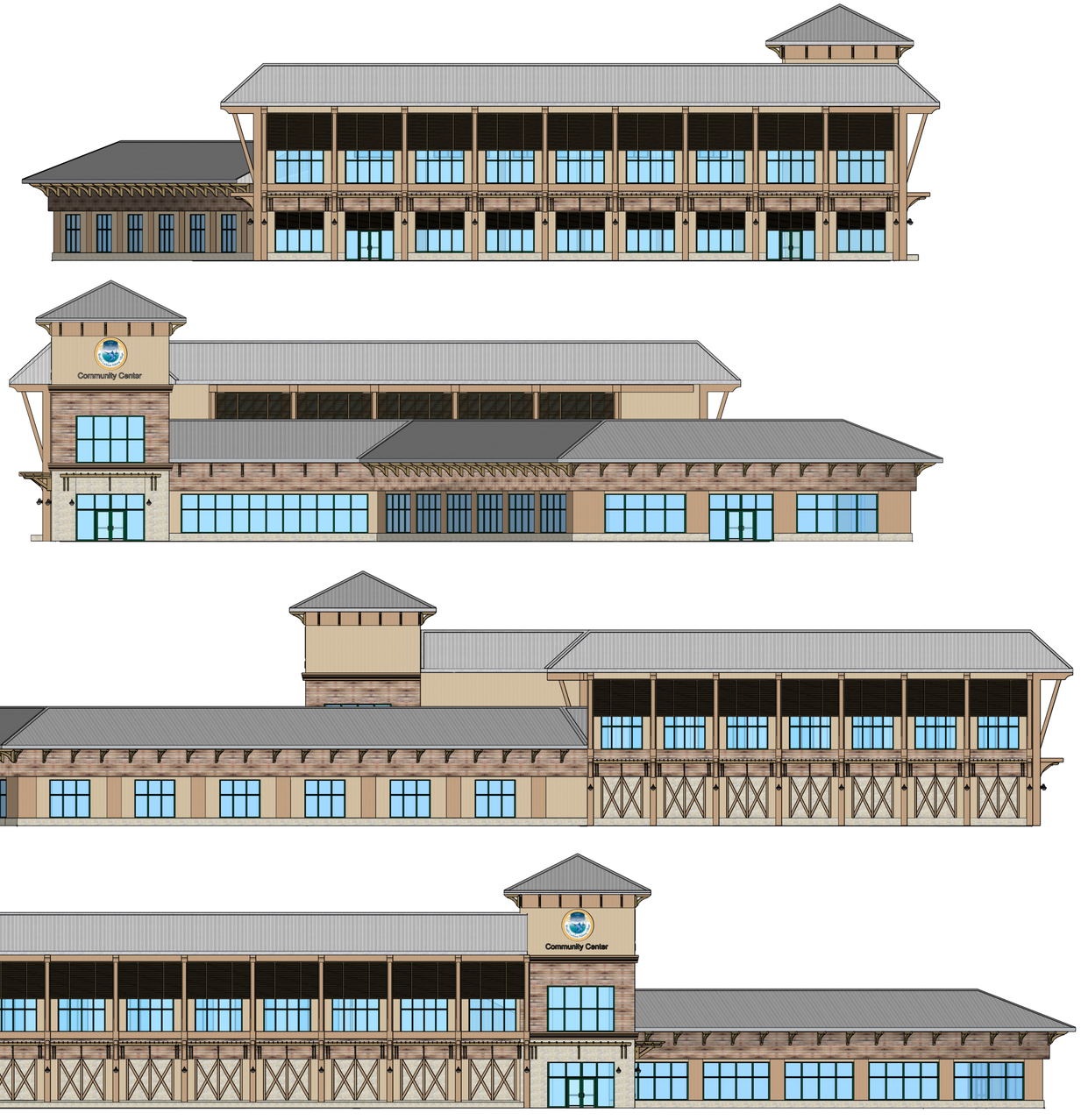
COMMUNITY CENTER

MORGAN SPORTS COMPLEX

MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center

- NEW +/- 40,000 SF COMMUNITY CENTER AT PROMINENT POSITION ADJACENT TO ROUNDABOUT.
- 2 BASKETBALL COURTS INCLUDING VOLLEYBALL AND INDOOR SOCCER STRIPING.
- 3 MULTIPURPOSE ROOMS.
- YOUTH GAMEROOM.
- LOBBY AND PRE-FUNCTION AREA.
- KITCHEN AREA.
- ADMINISTRATIVE OFFICES.
- STORAGE.
- RESTROOM AND SHOWER LOCKER ROOMS
- OUTDOOR GATHERING AREAS.
- PERIMETER WALKING TRAILS.
- IMPROVED AND SAFER CONNECTIVITY TO NEW CITY HALL SITE AND THE BALANCE OF MORGAN SPORTS COMPLEX.
- FLORIDA NAUTICAL BUILDING VERNACULAR.

MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center



MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center



SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center







MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center



SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center







MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

CITY OF DESTIN FLORIDA World's Luckiest Fishing Village

MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



SRS CGA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

CITY OF DESTIN FLORIDA World's Luckiest Fishing Village

MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



SRS CA

Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

CITY OF DESTIN FLORIDA — World's Luckiest Fishing Village

MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



Town Center Master Plan

Presentation to Council - DECEMBER 16, 2024

COST

ORDER OF MAGNITUDE

COST - Fishing Village

ARCHITECTURAL COMPONENTS

• NEW DESTIN HISTORY AND FISHING MUSEUM +/- 6,250 SF	$	400,000
• BAIT AND TACKLE GIFT SHOP	$	400,000.0
+/- 1,000 SF	$	200,000.00
• FISH CAMP REPLICA +/- 500 SF	$	75,000.00
• RELOCATE ORIGINAL POST OFFICE	$	250,000.00
• DESTIN HOME REPLICA +/- 500 SF	$	600,000.00
• DESTIN SCHOOL REPLICA +/- 1,460 SF	$	11,250,000.00
• 300 SPACE PARKING GARAGE	$	16,525,000.00
SUB-TOTAL	**$**	**16,525,000.00**
CONTINGENCY	$	2,978,750.00
TOTAL	**$**	**19,003,750.00**

SITE IMPROVEMENTS, ENGINEERING, ETC.

• SITE PREP	$	43,000.00
• WALKWAYS AND OPEN SPACE	$	215,000.00
• LANDSCAPING	$	600,000.00
• PLACE-MAKING	$	850,000.00
• IMPROVED STREETSCAPE	$	950,000.00
SUB-TOTAL	**$**	**2,658,000.00**
CONTINGENCY	$	797,400.00
TOTAL	**$**	**3,455,400.00**

GRAND TOTAL $ 22,459,150.00

COST - Morgan Civic & Recreational Complex

ARCHITECTURAL COMPONENTS

• CITY HALL +/- 30,000 SF	$	12,000,000.00
• COMMUNITY CENTER +/- 40,000 SF	$	16,000,000.00
SUBTOTAL	**$**	**28,000,000.00**
CONTINGENCY	$	4,200,000.00
TOTAL	**$**	**32,200,000.00**

SITE IMPROVEMENTS, ENGINEERING, ETC.

• CITY HALL PARKING LOT	$	150,000.00
• CITY HALL SITE PREP	$	51,000.00
• CITY HALL WALKWAYS AND OPEN SPACE	$	150,000.00
• CITY HALL LANDSCAPING	$	255,000.00
• CITY HALL PLACE-MAKING	$	850,000.00
• CC SITE PREP	$	60,000.00
• CC WALKWAYS AND OPEN SPACE	$	115,000.00
• CC LANDSCAPING	$	195,000.00
• CC PLACE-MAKING	$	632,000.00
• CC PLAYGROUND	$	600,000.00
• CC NEW PLAY COURTS	$	22,000.00
• CC FITNESS AREAS	$	35,000.00
• PARK SKATE PARK	$	2,000,000.00
• PARK NEW PARKING AREAS	$	630,000.00
• PARK NEW FOOD TRUCK PARKING	$	420,000.00
• PW WALKWAYS AND CONNECTIVITY	$	85,000.00
• IMPROVED COMMONS DRIVE	$	2,100,000.00
SUB-TOTAL	**$**	**8,350,000.00**
CONTINGENCY	$	2,450,000.00
TOTAL	**$**	**10,800,000.00**

GRAND TOTAL $ 43,000,000.00

ITEM # 2024-918

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

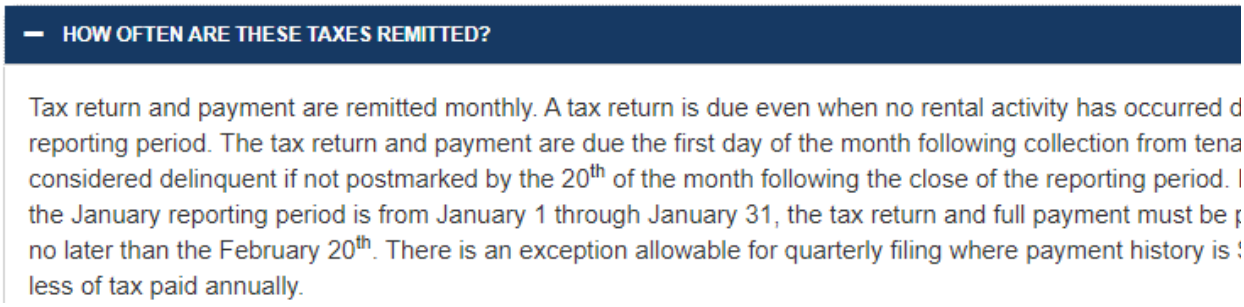
DATE: December 11, 2024

SUBJECT: TDC Monthly Report - **Informational Only**

I. BACKGROUND: In August 2023, Council requested a monthly update of collections of the Tourist Development Tax.

Short-Term rental owners submit monthly reports and remit payment of TDT to the Okaloosa County Clerk.

https://www.okaloosaclerk.com/tourist-development-tax/



Attached is the latest available report.

Report Location:
https://www.okaloosaclerk.com/tourist-development-tax/

At bottom of the Okaloosa Clerk's page see link:
Click here to get the monthly Tourist Tax Collection Report.

II. DISCUSSION: This report created by Okaloosa County is informational only.

Fiscal year to date collections (October-November 2023 vs October-November 2024) are 4% lower.

A. **Link to Strategic Goals / Objectives:**
B. **Effect on Budget (EOB):**
C. **Level of Service (LOS):**
D. **Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational only.

Attachments:

1. TDT Collection Reports 11 2024

Okaloosa County Tourist Development Tax

by Collection Period

Total Collections

**1% increase as of Feb 23 Collections (Jan 23 Reporting Period)*

Month	FY2024	FY2025	% (+/-)
October	$3,276,277.33	$3,073,596.99	-6.19%
November	$2,981,714.82	$2,929,750.21	-1.74%
December	$1,295,378.95	$0	
January	$965,864.62	$0	
February	$992,358.91	$0	
March	$1,383,812.10	$0	
April	$3,537,060.80	$0	
May	$3,277,373.73	$0	
June	$4,664,414.06	$0	
July	$8,085,782.32	$0	
August	$8,258,198.74	$0	
September	$4,356,757.53	$0	
Total	**$43,074,993.91**	**$6,003,347.2**	

Current District Collections (6%)

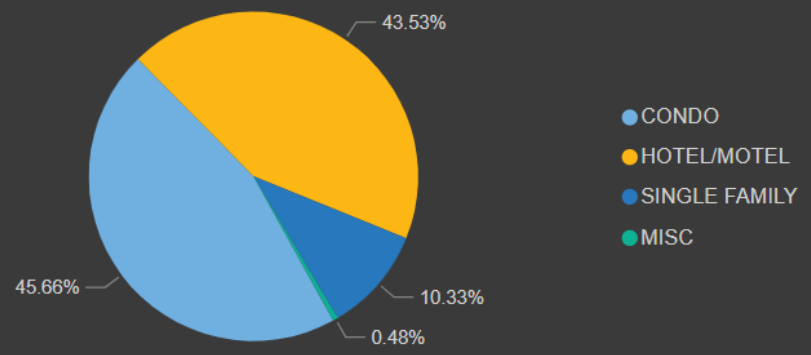
Month	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	% (+/-)
October	$1,884,690.82	$2,221,230.43	$2,913,700.21	$3,457,361.72	$3,104,434.54	$2,882,494.23	-7.15%
November	$1,209,246.44	$2,027,742.1	$2,177,346.7	$2,490,555.01	$2,817,644.95	$2,744,408.73	-2.60%
December	$608,271.78	$826,108.63	$1,074,763.79	$991,384.32	$1,123,537.23		
January	$552,130.36	$674,430	$1,064,654.14	$825,186.78	$848,975.18		
February	$698,331.5	$810,277.3	$556,796.53	$887,575.4	$865,902.01		
March	$959,719.31	$1,030,939.09	$1,039,092.04	$1,170,079.04	$1,239,716.77		
April	$768,179.65	$2,533,631.54	$2,526,284.64	$2,969,367.89	$3,334,225.23		
May	$232,848.94	$3,027,344.52	$3,245,110.93	$3,734,841.53	$3,040,430.64		
June	$1,490,641.58	$3,836,461.91	$3,712,196.33	$4,144,035.69	$4,402,002.89		
July	$3,619,497.04	$5,311,973.12	$6,049,957.98	$7,141,099.78	$7,753,471.53		
August	$4,019,404.74	$5,971,521.24	$7,513,491.71	$8,732,720.8	$7,886,473.71		
September	$2,639,207.26	$4,063,463.37	$3,796,845.88	$4,035,845.16	$4,137,162.14		

Expanded District Collections (5%)

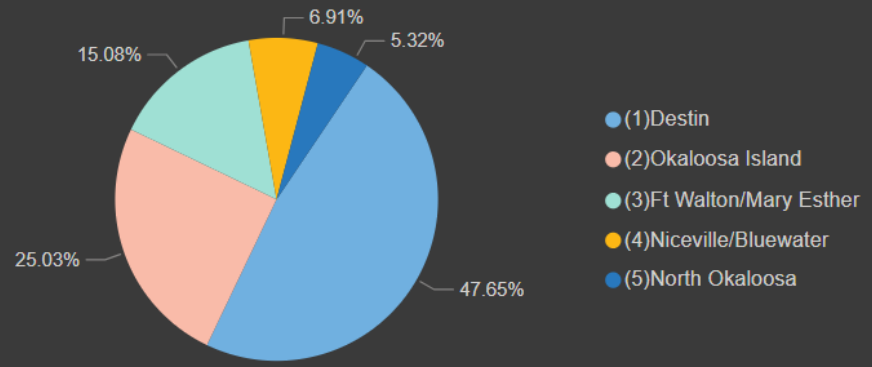
Month	FY2023	FY2024	FY2025
October	$132,044.78	$171,842.79	$191,102.76
November	$130,599.45	$164,069.87	$185,341.48
December	$98,552.79	$171,841.72	
January	$106,660.36	$116,889.44	
February	$111,617.96	$126,456.9	
March	$144,643.63	$144,095.33	
April	$213,627.27	$202,835.57	
May	$210,835.48	$236,943.09	
June	$227,340.3	$262,411.17	
July	$303,127.6	$332,310.79	
August	$328,922.27	$371,725.03	
September	$196,506.77	$219,595.39	

Reporting Period is always the month before the Collection Period

Rental Type



Area



Rental Type	Current District	Expanded District	Total
CONDO	7,468	19	**7,487**
HOTEL/MOTEL	4,685	2,452	**7,137**
SINGLE FAMILY	1,428	265	**1,693**
MISC	40	39	**79**
Total	**13,621**	**2,775**	**16,396**

District	Current District	Expanded District	Total
(1)Destin	7,813		**7,813**
(2)Okaloosa Island	4,104		**4,104**
(3)Ft Walton/Mary Esther	1,704	769	**2,473**
(4)Niceville/Bluewater		1,133	**1,133**
(5)North Okaloosa		873	**873**
Total	**13,621**	**2,775**	**16,396**

Number of Units Reporting

Collection Period FY2025

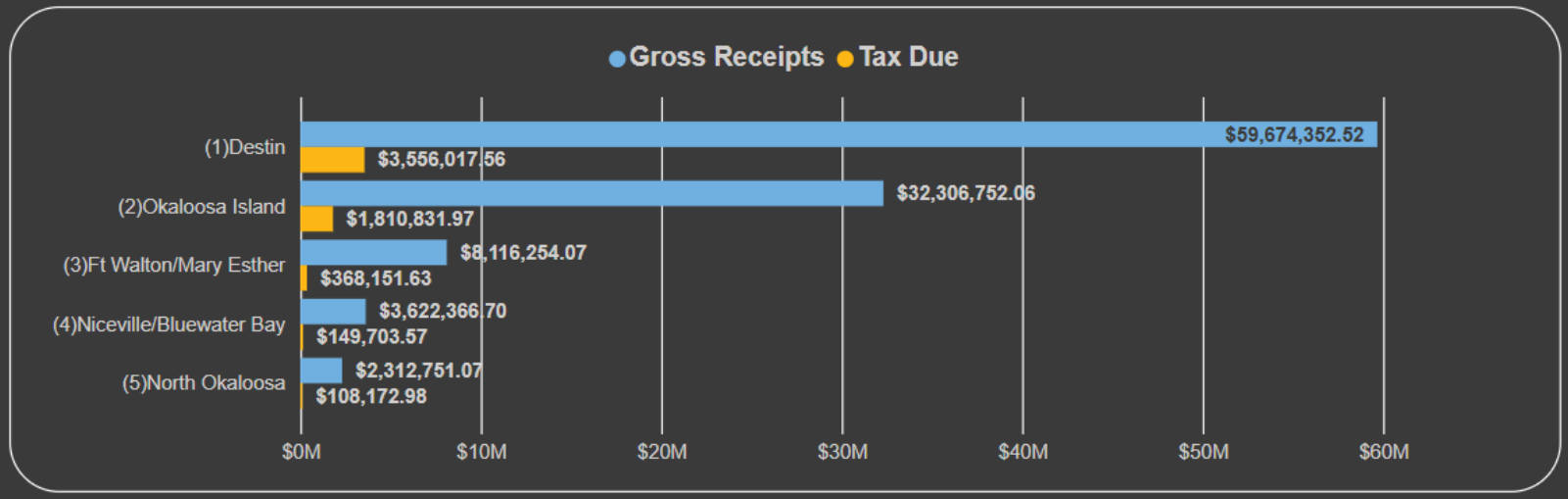
Gross Receipts & Tax Due by Rental Type

Gross Receipts

Rental Type	October	November	Total
CONDO	$26.83M	$25.43M	**$52.26M**
HOTEL/MOTEL	$17.09M	$17.01M	**$34.09M**
SINGLE FAMILY	$10.21M	$8.56M	**$18.77M**
MISC	$0.46M	$0.44M	**$0.90M**
Total	**$54.60M**	**$51.43M**	**$106.03M**

Tax Due

Rental Type	October	November	Total
CONDO	$1.60M	$1.52M	**$3.13M**
HOTEL/MOTEL	$0.84M	$0.87M	**$1.71M**
SINGLE FAMILY	$0.60M	$0.50M	**$1.10M**
MISC	$0.03M	$0.02M	**$0.05M**
Total	**$3.07M**	**$2.92M**	**$5.99M**



Collection Period FY2025

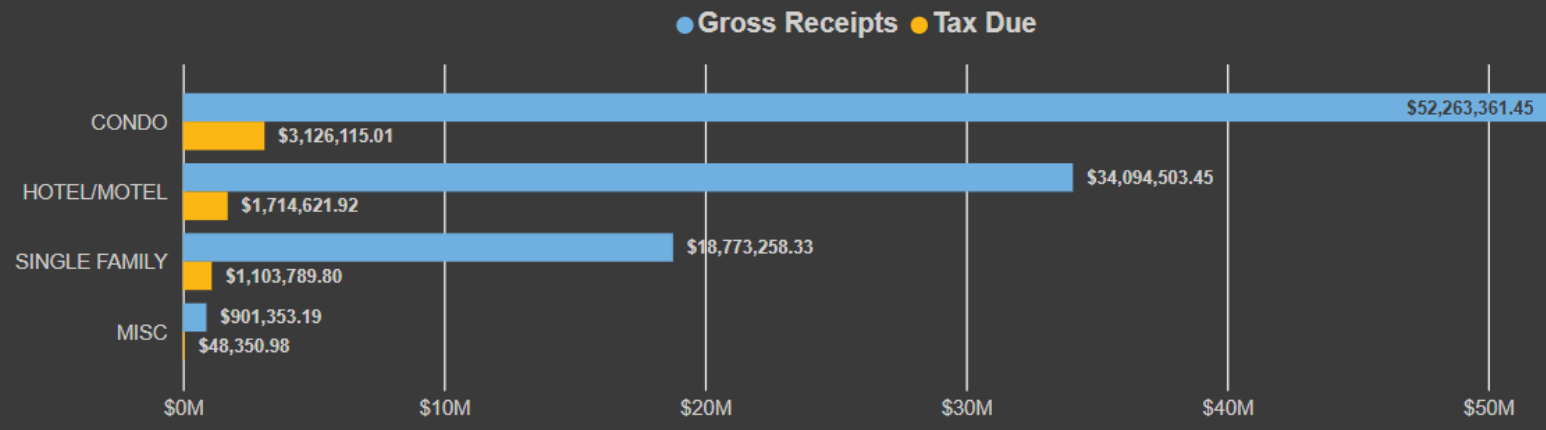
Gross Receipts & Tax Due by District

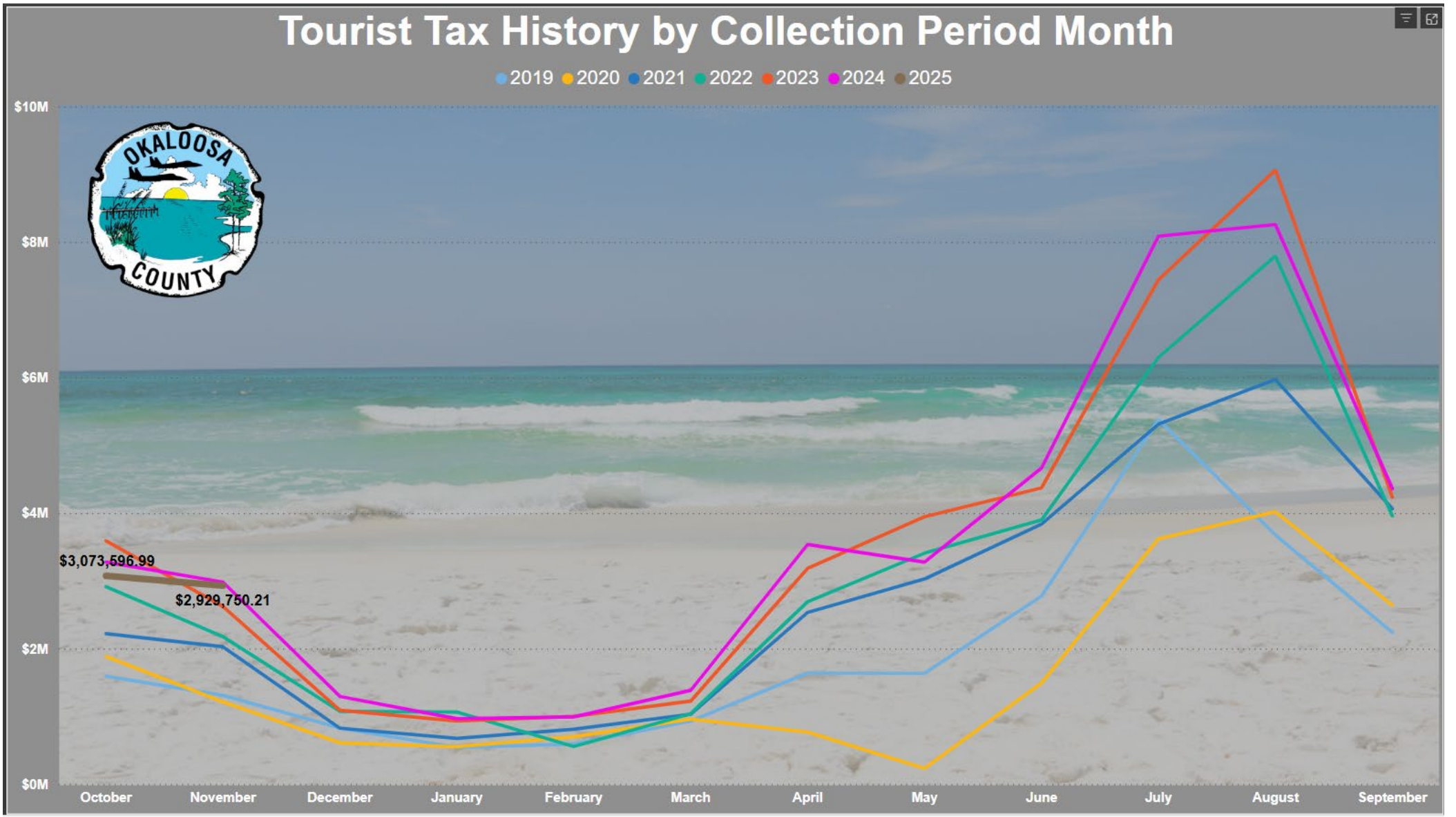
Gross Receipts

District	October	November	Total
(1)Destin	$30.88M	$28.80M	**$59.67M**
(2)Okaloosa Island	$16.50M	$15.81M	**$32.31M**
(3)Ft Walton/Mary Esther	$4.17M	$3.95M	**$8.12M**
(4)Niceville/Bluewater Bay	$1.90M	$1.72M	**$3.62M**
(5)North Okaloosa	$1.16M	$1.15M	**$2.31M**
Total	**$54.60M**	**$51.43M**	**$106.03M**

Tax Due

District	October	November	Total
(1)Destin	$1.84M	$1.72M	**$3.56M**
(2)Okaloosa Island	$0.91M	$0.90M	**$1.81M**
(3)Ft Walton/Mary Esther	$0.19M	$0.18M	**$0.37M**
(4)Niceville/Bluewater Bay	$0.08M	$0.07M	**$0.15M**
(5)North Okaloosa	$0.05M	$0.05M	**$0.11M**
Total	**$3.07M**	**$2.92M**	**$5.99M**




Tourist Tax History by Collection Period Month
2019 2020 2021 2022 2023 2024 2025
$10M
$8M
$6M
$4M
$2M
$0M
OKALOOSA COUNTY
$3,073,596.99
$2,929,750.21
October
November
December
January
February
March
April
May
June
July
August
September

ITEM # 2024-921

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: December 11, 2024

SUBJECT: Operations Financial Report - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis, which excludes long-term assets and liabilities.

The operational report for the last month of the fiscal year (September) is held open for 45 days to allow all contractors and subcontractors to submit their final bills for work completed through September 30th as required to meet GASB standards of modified accrual accounting. The final accounting is completed within 60 days of the fiscal year end, resulting in delayed reporting.

Highlights of the period ending 10/31/2024:
At the end of October, we were 8% of the way through Fiscal Year 2025, which is October 1 - September 30, 2025.
Less than 1% of Ad Valorem (property) taxes have been received. The majority of property taxes arrive in January/February.
We have expended and encumbered 26% of the Operating Budget.
We have expended and encumbered 10% ($4.1m/$42m) of the Capital Budget.
Undergrounding encumbrances will be entered in November 2024 after issuance of debt (11/07/2024). Crosstown Connector and Tarpon Beach are awaiting permits to start construction.
The net change in total fund balance is a year-to-date a decrease of $323 thousand.

Details for all funds are on file with the Finance Department, and are available upon request.

A. Link to Strategic Goals / Objectives: Financially sound city providing service

excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2025p01 OCTOBER YTD Actual

City of Destin, Florida

Balance Sheet - Governmental Funds

As of October 31, 2024	01, 700 General Fund	102 1998-2028 or to 2037 Town Center CRA	110 2003-2043 Harbor CRA	111 Florida Building Code Fund	122, 125, 127, 129 Other Special Revenue Funds	209, 213, 214, 221 Debt Service Funds	300, 305, 315 Capital Project Funds	2024 Total Governmental Funds
Assets								
Cash and cash equivalents	$ 9,219,368	$ -	$ -	$ -	$ 9,510,712	$ -	$ 216,334	$ 18,946,413
Restricted cash and cash equivalents	-	2,319,616	633,717	318,619	353,522	470,284	8,752,524	12,848,281
Investments	15,957,518	-	-	-	-	-	-	15,957,518
Due from other funds	20,660,817	1,901,294	518,828	-	8,381,389	-	7,477,468	38,939,796
Due from other governments	209,117	-	-	-	176,236	-	37,456	422,809
Advance to other funds	10,661,624	-	-	-	-	-	-	10,661,624
Accounts receivable - other	185,746	-	-	-	-	-	79,500	265,245
Prepaid items	400,988	-	-	-	-	-	-	400,988
Total assets	**$ 57,295,178**	**$ 4,220,911**	**$ 1,152,544**	**$ 318,619**	**$ 18,421,858**	**$ 470,284**	**$ 16,563,282**	**$ 98,442,675**
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	942,120	8,171	1,496	55,109	37,427	-	162,760	1,207,084
Accrued payroll	2,863	-	-	-	-	-	-	2,863
Unearned Revenue	262,290	-	-	-	-	-	716,606	978,896
Due to other funds	22,499,827	1,901,294	518,828	-	8,380,014	-	7,493,834	40,793,796
Advance from other funds	-	2,161,624	8,500,000	-	-	-	-	10,661,624
Total liabilities	**23,707,100**	**4,071,089**	**9,020,324**	**55,109**	**8,417,441**	**-**	**8,373,200**	**53,644,263**
Deferred inflows of resources								
Unavailable revenue	-	-	-	-	-	-	-	-
Deferred revenue	-	-	-	-	-	-	-	-
Total deferred inflows of resources	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Fund balances:								
Nonspendable	10,661,624	-	-	-	-	-	-	10,661,624
Restricted	-	-	-	251,793	342,901	470,284	4,347,091	5,412,069
Committed	10,874,000	-	-	-	7,732,180	-	1,711,325	20,317,505
Assigned	3,735,677	198,487	23,776	11,717	1,929,337	-	2,131,666	8,030,660
Unassigned	8,316,778	(48,666)	(7,891,556)	-	-	-	-	376,555
Total fund balances (deficit)	**33,588,078**	**149,821**	**(7,867,780)**	**263,510**	**10,004,417**	**470,284**	**8,190,082**	**44,798,413**
Total liabilities, deferred inflows of resources and fund balances	$ 57,295,178	$ 4,220,911	$ 1,152,544	$ 318,619	$ 18,421,858	$ 470,284	$ 16,563,282	$ 98,442,676
check figures	*$ (0)*	*$ (0)*	*$ 0*	*$ -*	*$ -*	*$ 0*	*$ 0*	*$ (0)*

Nonspendable = Long-term advance to TownCenter CRA $2,448,823.50 (in 01 fund) plus prepaid expenses

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111, Impact Fees 315), Bond covenants (2013, 2014, 2021 Debt Service Funds), Grant Agreements (305)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt service ($2.7m) + 3 mos emergency ops x 2 ($6.7m), Tech Fund balance (125), Oka Half Penny fund balance (129)

Assigned = Contracts, purchase orders, unofficial RR fund (300)

Unassigned = Funds with a negative balance (TC CRA 102), net assets not otherwise categorized

CITY OF DESTIN
10/01/2024 - 10/31/2024

SUMMARY ALL FUNDS	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
Ad Valorem Taxes	$ 13,394,554	$ 228		$ 13,935,584	$ 13,394,326
Tax Increment Financing (TIF)	2,166,953	-		2,018,852	2,166,953
Delinquent Ad Valorem Taxes	5,000	-		102	5,000
Sales and Use Taxes	1,888,883	258,402		1,879,004	1,630,481
Licenses and Permits	5,513,675	434,770		5,046,754	5,078,905
Impact Fees	100,600	7,975		98,515	92,625
Intergovernmental	15,269,389	760,273		6,684,873	14,509,116
Charges for services	1,242,800	100,395		1,188,451	1,142,405
Fines and Forfeitures	103,901	2,577		44,594	101,324
Investment Income	859,501	(56,288)		581,808	915,789
Contributions	3,250	923		3,959	2,327
Miscellaneous income	29,601	2,386		15,858	27,215
TOTAL REVENUES	**40,578,107**	**1,511,643**	**-**	**31,498,354**	**39,066,464**
check figures:	*40,578,107*	*1,511,643*	*-*	*31,498,354*	*39,066,464*
General Government	5,967,078	429,783	357,050	5,332,840	5,180,245
Public Safety	5,801,503	439,157	2,919,023	5,630,547	2,443,323
Physical Environment	653,635	31,093	199,721	496,472	422,821
Transportation	2,670,422	219,635	93,192	2,562,219	2,357,596
Economic Environment	242,831	10,564	14,443	198,206	217,824
Health & Human Services	92,769	1,210	18,635	90,447	72,924
Culture and Recreation	5,399,742	500,873	208,723	5,267,028	4,690,147
Debt Service	5,313,801	108,574	106,157	5,415,802	5,099,071
Capital Outlay	42,054,282	93,900	4,116,025	19,190,274	37,844,356
TOTAL EXPENDITURES	**68,196,064**	**1,834,787**	**8,032,970**	**44,183,836**	**58,328,307**
check figures:	*68,196,064*	*1,834,788*	*8,032,970*	*44,183,836*	*58,328,307*
Excess (deficiency) of revenues over expenditures	**(27,617,957)**	**(323,144)**		**(12,685,482)**	

CITY OF DESTIN
10/01/2024 - 10/31/2024

Proceeds from issuance of debt	25,166,720	-	-	25,000,000	25,166,720
Transfers In	45,357,117	302,431	-	28,049,675	45,054,686
Transfers Out	(45,357,117)	(302,442)	-	(28,264,659)	(45,054,675)
Total other financing sources (uses)	**25,166,720**	**(11)**	**-**	**24,785,016**	**25,166,731**
Net change in fund balances	(2,451,237)	(323,155)		12,099,534	
Fund Balance, Beginning	45,121,568	45,121,568		45,121,568	
Fund Balance, Ending	42,670,331	44,798,413		57,221,102	
		44,798,411			

**FY2024 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

FUND BALANCE SUMMARY ALL FUNDS	**FY2025 BUDGET***	**FY2025 YTD Actuals**	**FY2025 PROJECTION**
Nonspendable (CRA Advances + prepaids)	1,966,288	10,661,624	1,966,288
Restricted (FL Statute & Debt Covenants)	4,479,997	5,412,069	(174,768)
Committed (Reserves, Resolutions & Motions)	22,187,567	20,317,505	30,107,579
Assigned (contracts/PO balances)	3,250,000	8,030,660	5,219,929
Unassigned	8,728,271	376,555	20,102,074
Ending Fund Balance	**40,612,123**	**44,798,413**	**57,221,102**
		(0)	

CITY OF DESTIN
10/01/2024 - 10/31/2024

01 GENERAL FUND	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
01-31 Ad Valorem Taxes	12,158,495	228		12,761,057	12,158,267
01-31 Delinquent Ad Valorem Taxes	5,000	-		102	5,000
01-31 Sales and Use Taxes	1,647,154	236,578		1,639,624	1,410,576
01-32 Licenses and Permits	3,632,800	199,681		3,230,501	3,433,119
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	3,674,591	647,877		3,642,879	3,026,714
01-34 Charges for Services	485,800	56,083		462,838	429,717
01-35 Fines and Forfeitures	103,801	2,577		44,494	101,224
01-36 Investment Income	637,400	(130,166)		259,334	767,566
01-36 Contributions	3,250	923		3,959	2,327
01-36 Miscellaneous Income	16,901	50		8,850	16,851
TOTAL REVENUES	**22,365,192**	**1,013,832**	**-**	**22,053,638**	**21,351,360**
01-51 General Government	5,523,176	425,592	282,944	5,125,718	4,814,640
01-52 Public Safety	4,534,252	355,073	2,836,846	4,468,751	1,342,333
01-53 Physical Environment	485,625	31,093	187,725	484,471	266,807
01-54 Transportation	2,528,792	214,356	93,192	2,424,360	2,221,245
01-55 Economic Environment	15,900	3,616	-	14,746	12,284
01-56 Health & Human Services	92,769	1,210	18,635	90,447	72,924
01-57 Culture and Recreation	5,399,742	500,872	208,723	5,267,028	4,690,147
01-59 Capital Outlay	67,304	6,548	1,454	67,181	59,302
01-59 Debt Service Principal	129,502	-	101,604	129,477	27,898
01-59 Debt Service Interest	10,236	-	4,553	10,260	5,683
TOTAL EXPENDITURES	**18,787,298**	**1,538,359**	**3,735,677**	**18,082,439**	**13,513,263**
Excess (deficiency) of revenues over expenditures	**3,577,894**	**(524,526)**		**3,971,199**	

CITY OF DESTIN

10/01/2024 - 10/31/2024					
01-38 Proceeds from Issuance of Debt	166,720	-		-	166,720
01-38 Transfers In	8,500,000	-		8,500,000	8,500,000
01-58 Transfers Out	(8,803,510)	(160,776)		(6,100,373)	(8,642,734)
Total other financing sources (uses)	**(136,790)**	**(160,776)**		**2,399,627**	**23,986**
01 Net change in fund balances	3,441,104	(685,302)		6,370,826	
01 Fund Balance (deficit), Beginning	34,273,380	34,273,380		34,273,380	
01 Fund Balance (deficit), Ending	37,714,483	33,588,078		40,644,206	
	target min:	*22,363,059*			

102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	**FY2025 BUDGET***	**FY2025 YTD Actuals**	**FY2025 ENCUMBRANCES**	**FY2025 PROJECTION**	**FY2025 AVAILABLE BUDGET**
102-31 County TIF	1,609,381	-		1,461,280	1,609,381
102-31 City TIF (Ad Valorem	678,487	-		616,955	678,487
102-36 Investment Income	50,000	8,758		90,608	41,242
TOTAL REVENUES	**2,337,868**	**8,758**		**2,168,843**	**2,329,110**
102-55 Economic Environment	149,116	3,845	5,900	145,365	139,371
102-59 Capital Outlay	198,520	5,933	192,587	198,520	-
TOTAL EXPENDITURES	**347,636**	**9,778**	**198,487**	**343,885**	**139,371**
Excess (deficiency) of revenues over expenditures	**1,990,232**	**(1,020)**		**1,824,957**	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(1,039,159)	(61,007)		(1,039,159)	(978,152)
Total other financing sources (uses)	**(1,039,159)**	**(61,007)**		**(1,039,159)**	**(978,152)**
102 Net change in fund balances	951,073	(62,027)		785,798	
102 Fund Balance (deficit), Beginning	211,849	211,849		211,849	
102 Fund Balance (deficit), Ending	1,162,922	149,822		997,647	

CITY OF DESTIN
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110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
110-31 County TIF	557,572	-		557,572	557,572
110-31 City TIF (Ad Valorem)	557,572	-		557,572	557,572
110-36 Miscellaneous Income	12,700	2,336		7,008	10,364
110-36 Investment Income	16,000	2,668		33,628	13,332
TOTAL REVENUES	**1,143,844**	**5,004**		**1,155,780**	**1,138,840**
110-55 Economic Environment	77,815	3,103	8,543	38,095	66,169
110-59 Capital Outlay	17,543	-	17,543	17,543	-
TOTAL EXPENDITURES	**95,358**	**3,103**	**26,086**	**55,638**	**66,169**
Excess (deficiency) of revenues over expenditures	**1,048,486**	**1,902**		**1,100,142**	
110-38 Transfers In	8,868,432	-		9,000,000	8,868,432
110-58 Transfers Out	(9,641,050)	(40,002)		(9,990,776)	(9,601,048)
Total other financing sources (uses)	**(772,618)**	**(40,002)**		**(990,776)**	**(732,616)**
110 Net change in fund balances	275,868	(38,100)		109,367	
110 Fund Balance (deficit), Beginning	(7,829,681)	(7,829,681)		(7,829,681)	
110 Fund Balance (deficit), Ending	(7,553,812)	(7,867,781)		(7,720,314)	

CITY OF DESTIN
10/01/2024 - 10/31/2024

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
111-32 Licenses and Permits	921,300	154,214		891,060	767,086
111-35 Fines and Forfeitures	100	-		100	100
111-36 Investment Income	1	301		302	(300)
TOTAL REVENUES	**921,401**	**154,515**		**891,462**	**766,886**
111-52 Public Safety	1,126,430	84,073	11,717	1,087,824	1,030,640
111-59 Capital Outlay	28,375	28,375	-	28,375	-
TOTAL EXPENDITURES	**1,154,804**	**112,448**	**11,717**	**1,116,199**	**1,030,640**
Excess (deficiency) of revenues over expenditures	**(233,403)**	**42,067**		**(224,737)**	
111-38 Transfers In	350,000	-		350,000	350,000
111-58 Transfers Out	(80,000)	(11,027)		(77,679)	(68,973)
Total other financing sources (uses)	**270,000**	**(11,027)**		**272,321**	**281,027**
111 Net change in fund balances	36,597	31,040		47,585	
111 Fund Balance (deficit), Beginning	232,469	232,469		232,469	
111 Fund Balance (deficit), Ending	269,066	263,509		280,054	
	need to increase fees to decrease subsidy				

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
122-34 Charges for Services	757,000	44,312		725,612	712,688
122-36 Investment Income	30,200	5,477		29,557	24,723
TOTAL REVENUES	**787,200**	**49,789**		**755,169**	**737,411**
122-54 Transportation	141,605	5,279	-	137,834	136,326
122-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	**141,605**	**5,279**	**-**	**137,834**	**136,326**
Excess (deficiency) of revenues over expenditures	**645,595**	**44,511**		**617,336**	**601,084**

122-38 Transfers In	-	-	-	-
122-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	**-**	**-**	**-**	**-**
122 Net change in fund balances	645,595	44,511	617,336	
122 Fund Balance (deficit), Beginning	1,836,116	1,836,116	1,836,116	
122 Fund Balance (deficit), Ending	2,481,711	1,880,626	2,453,451	

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
125-36 Investment Income	5,400	2,102		7,502	3,298
TOTAL REVENUES	**5,400**	**2,102**		**7,502**	**3,298**
125-52 Public Safety	140,820	1	70,460	73,961	70,359
125-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	**140,820**	**1**	**70,460**	**73,961**	**70,359**
Excess (deficiency) of revenues over expenditures	**(135,420)**	**2,101**		**(66,459)**	
125-38 Transfers In	166,030	12,852		168,835	153,178
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	**166,030**	**12,852**		**168,835**	**153,178**
125 Net change in fund balances	30,610	14,953		102,377	
125 Fund Balance (deficit), Beginning	596,035	596,035		596,035	
125 Fund Balance (deficit), Ending	626,645	610,988		698,411	

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127 WATER QUALITY IMPROVEMENT FUND (ENVIRONMENT; RESTRICTED)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
127-32 Licenses and Permits	25,000	1,375		4,575	23,625
127-36 Investment Income	1,200	1,356		2,556	(156)
TOTAL REVENUES	**26,200**	**2,731**	**-**	**7,131**	**23,469**
127-53 Physical Environment	168,005	0	11,996	11,996	156,009
127-53 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	**168,005**	**0**	**11,996**	**11,996**	**156,009**
Excess (deficiency) of revenues over expenditures	**(141,805)**	**2,731**		**(4,865)**	
127-38 Transfers In	-	-		-	-
127-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	**-**	**-**		**-**	**-**
127 Net change in fund balances	(141,805)	2,731		(4,865)	
127 Fund Balance (deficit), Beginning	352,166	352,166		352,166	
127 Fund Balance (deficit), Ending	210,361	354,897		347,301	

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
129-33 Intergovernmental	1,671,485	112,396		1,648,138	1,559,089
129-36 Investment Income	45,000	23,548		60,048	21,452
TOTAL REVENUES	**1,716,485**	**135,943**		**1,708,186**	**1,580,542**
129-53 Physical Environment	5	-	-	5	5
129-59 Capital Outlay	4,121,792	8,565	1,846,881	1,855,646	2,266,346
TOTAL EXPENDITURES	**4,121,797**	**8,565**	**1,846,881**	**1,855,651**	**2,266,351**
Excess (deficiency) of revenues over expenditures	**(2,405,312)**	**127,378**		**(147,465)**	

CITY OF DESTIN
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129-38 Transfers In	-	-		229,151	-
129-58 Transfers Out	(353,866)	(29,631)		(353,866)	(324,235)
Total other financing sources (uses)	**(353,866)**	**(29,631)**		**(124,715)**	**(324,235)**
129 Net change in fund balances	(2,759,178)	97,748		(272,180)	
129 Fund Balance (deficit), Beginning	7,060,159	7,060,159		7,060,159	
129 Fund Balance (deficit), Ending	4,300,981	7,157,906		6,787,979	

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
213-36 Investment Income	200	169		369	31
TOTAL REVENUES	**200**	**169**		**369**	**31**
213-51 General Government	5	0	-	5	5
213-59 Debt Service Principal	448,687	-	-	448,687	448,687
213-59 Debt Service Interest	104,012	-	-	104,012	104,012
TOTAL EXPENDITURES	**552,704**	**0**	**-**	**552,704**	**552,704**
Excess (deficiency) of revenues over expenditures	**(552,504)**	**169**		**(552,335)**	
213-38 Transfers In	552,549	46,047		552,549	506,502
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	**552,549**	**46,047**		**552,549**	**506,502**
213 Net change in fund balances	45	46,216		214	
213 Fund Balance (deficit), Beginning	102,400	102,400		102,400	
213 Fund Balance (deficit), Ending	102,445	148,617		102,614	

CITY OF DESTIN
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214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
214-36 Investment Income	200	391		591	(191)
TOTAL REVENUES	**200**	**391**		**591**	**(191)**
214-51 General Government	5	0	-	5	5
214-59 Debt Service Principal	472,896	-		472,896	472,896
214-59 Debt Service Interest	259,184	-		259,184	259,184
TOTAL EXPENDITURES	**732,085**	**0**	**-**	**732,085**	**732,085**
Excess (deficiency) of revenues over expenditures	**(731,885)**	**391**		**(731,494)**	
214-38 Transfers In	732,159	61,007		732,159	671,152
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	**732,159**	**61,007**		**732,159**	**671,152**
214 Net change in fund balances	274	61,397		664	
214 Fund Balance (deficit), Beginning	258,085	258,085		258,085	
214 Fund Balance (deficit), Ending	258,359	319,482		258,749	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
221-36 Investment Income	750	8		758	742
TOTAL REVENUES	**750**	**8**		**758**	**742**
221-51 General Government	100	1		101	99
221-59 Debt Service Principal	1,236,000	103,000		1,236,000	1,133,000
221-59 Debt Service Interest	60,482	5,574		60,482	54,908
TOTAL EXPENDITURES	**1,296,582**	**108,574**	**-**	**1,296,583**	**1,188,008**

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Excess (deficiency) of revenues over expenditures	**(1,295,832)**	**(108,567)**		**(1,295,825)**	
221-38 Transfers In	1,296,482	108,574		1,296,482	1,187,908
221-58 Transfers Out	-	-		-	-
221-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	**1,296,482**	**108,574**		**1,296,482**	**1,187,908**
221 Net change in fund balances	650	7		657	
221 Fund Balance (deficit), Beginning	2,178	2,178		2,178	
221 Fund Balance (deficit), Ending	2,828	2,185		2,836	

223 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	**FY2025 BUDGET***	**FY2025 YTD Actuals**	**FY2025 ENCUMBRANCES**	**FY2025 PROJECTION**	**FY2025 AVAILABLE BUDGET**
223-33 Intergovernmental	750,000	-		750,000	750,000
223-36 Investment Income	-	-		-	-
TOTAL REVENUES	**750,000**	**-**		**750,000**	**750,000**
223-59 Capital Outlay	-	-	-	-	-
223-59 Debt Service Principal	750,000	-	-	750,000	750,000
223-59 Debt Service Interest	-	-	-	-	-
223-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	**750,000**	**-**	**-**	**750,000**	**750,000**
Excess (deficiency) of revenues over expenditures	**-**	**-**		**-**	
223-38 Transfers In	-	-		-	-
223-58 Transfers Out	-	-		-	-
223-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	**-**	**-**		**-**	**-**
223 Net change in fund balances	-	-		-	
223 Fund Balance (deficit), Beginning	-	-		-	
223 Fund Balance (deficit), Ending	-	-		-	

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224 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
224-36 Investment Income	50	-		50	50
TOTAL REVENUES	**50**	**-**		**50**	**50**
224-59 Debt Service Principal	837,803	-	-	1,172,000	837,803
224-59 Debt Service Interest	1,005,000	-	-	772,804	1,005,000
224-51 General Government	365,496	-	-	128,715	365,496
TOTAL EXPENDITURES	**2,208,299**	**-**	**-**	**2,073,518**	**2,208,299**
Excess (deficiency) of revenues over expenditures	**(2,208,249)**	**-**		**(2,073,468)**	
224-38 Transfers In	1,842,803	-		1,903,817	1,842,803
224-58 Transfers Out	(24,634,504)	-		-	(24,634,504)
224-38 Proceeds from issuance of debt	25,000,000	-		-	25,000,000
Total other financing sources (uses)	**2,208,299**	**-**		**1,903,817**	**2,208,299**
224 Net change in fund balances	50	-		(169,651)	
224 Fund Balance (deficit), Beginning	-	-		-	
224 Fund Balance (deficit), Ending	50	-		(169,651)	

300 RENEWAL AND REPLACEMENT (COMMITTED; CAPITAL OUTLAYS)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
300-36 Investment Income	16,150	9,359		25,509	6,791
300-36 Contributions	-	-		-	-
TOTAL REVENUES	**16,150**	**9,359**	**-**	**25,509**	**6,791**
300-54 Transportation	10	-	-	10	10
300-59 Capital Outlay	5,405,705	17,457	778,439	795,896	4,609,809
TOTAL EXPENDITURES	**5,405,715**	**17,457**	**778,439**	**795,906**	**4,609,819**

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Excess (deficiency) of revenues over expenditures	**(5,389,565)**	**(8,098)**		**(770,397)**	
300-38 Transfers In	4,136,474	48,671		4,135,381	4,087,803
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	**4,136,474**	**48,671**		**4,135,381**	**4,087,803**
300 Net change in fund balances	(1,253,091)	40,574		3,364,985	
300 Fund Balance (deficit), Beginning	2,449,191	2,449,191		2,449,191	
300 Fund Balance (deficit), Ending	1,196,100	2,489,765		5,814,175	

305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	**FY2025 BUDGET***	**FY2025 YTD Actuals**	**FY2025 ENCUMBRANCES**	**FY2025 PROJECTION**	**FY2025 AVAILABLE BUDGET**
305-33 Intergovernmental	9,173,313	-		643,856	9,173,313
305-36 Contributions	-	-		-	-
TOTAL REVENUES	**9,173,313**	**-**		**643,856**	**9,173,313**
305-53 Physical Environment	-	-	-	-	-
305-51 General Government	78,296	4,190	74,106	78,296	-
305-59 Capital Outlay	12,241,135	27,023	952,284	981,807	11,261,828
TOTAL EXPENDITURES	**12,319,431**	**31,213**	**1,026,390**	**1,060,103**	**11,261,828**
Excess (deficiency) of revenues over expenditures	**(3,146,117)**	**(31,213)**		**(416,247)**	
305-38 Lease Proceeds	-	-		-	-
305-38 Transfers In	3,146,116	25,281		416,247	3,120,836
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	**3,146,116**	**25,281**		**416,247**	**3,120,836**
305 Net change in fund balances	(1)	(5,933)		-	

CITY OF DESTIN
10/01/2024 - 10/31/2024

305 Fund Balance (deficit), Beginning	(0)	(0)		(0)
305 Fund Balance (deficit), Ending	(1)	(5,933)		(0)

315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
315-32 Impact Fees	100,600	7,975		98,515	92,625
315-32 Licenses and Permits	934,575	79,500		920,617	855,075
315-31 Sales and Use Taxes	241,729	21,824		239,380	219,905
315-36 Investment Income	56,950	19,741		70,996	37,209
315-36 Miscellaneous Revenue	-	-		-	-
TOTAL REVENUES	**1,333,854**	**129,040**		**1,329,508**	**1,204,814**
315-52 Public Safety	1	10	-	11	(9)
315-53 Physical Environment	-	-	-	-	-
315-54 Transportation	15	0	-	15	15
315-57 Culture & Recreation	-	0	-	0	(0)
315-59 Capital Outlay	4,207,837	-	326,837	326,837	3,881,000
TOTAL EXPENDITURES	**4,207,853**	**11**	**326,837**	**326,864**	**3,881,005**
Excess (deficiency) of revenues over expenditures	**(2,873,999)**	**129,029**		**1,002,644**	
315-38 Transfers In	-	-		765,054	-
315-58 Transfers Out	(805,028)	-		(621,276)	(805,028)
Total other financing sources (uses)	**(805,028)**	**-**	**-**	**143,777**	**(805,028)**
315 Net change in fund balances	(3,679,027)	129,029		1,146,422	
315 Fund Balance (deficit), Beginning	5,577,221	5,577,221		5,577,221	
315 Fund Balance (deficit), Ending	1,898,194	5,706,250		6,723,643	

CITY OF DESTIN
10/01/2024 - 10/31/2024

324 2024 CONSTRUCTION BOND - UNDERGROUNDING (RESTRICTED; CAPITAL OUTLAYS)	FY2025 BUDGET*	FY2025 YTD Actuals	FY2025 ENCUMBRANCES	FY2025 PROJECTION	FY2025 AVAILABLE BUDGET
324-36 Investment Income	-	-		-	-
TOTAL REVENUES	**-**	**-**		**-**	**-**
324-53 Capital Outlay	15,766,072	-	-	14,918,470	15,766,072
TOTAL EXPENDITURES	**15,766,072**	**-**	**-**	**14,918,470**	**15,766,072**
Excess (deficiency) of revenues over expenditures	**(15,766,072)**	**-**		**(14,918,470)**	
324-38 Proceeds from issuance of debt	-	-		25,000,000	-
324-38 Transfers In	15,766,072	-		-	15,766,072
324-58 Transfers Out	-	-		(10,081,530)	-
Total other financing sources (uses)	**15,766,072**	**-**	**-**	**14,918,470**	**15,766,072**
324 Net change in fund balances	-	-		0	
324 Fund Balance (deficit), Beginning	-	-		-	
324 Fund Balance (deficit), Ending	-	-		0	

ITEM # 2024-825

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: December 16, 2024
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Noell Bell, Chief Building Official
Tina Deater, Community Development Director

DATE: December 3, 2024

SUBJECT: First Reading of Ordinance 24-20-LC – Amending Article 2 "Administration" and Article 20 "Building Regulations" of the Land Development Code (LDC) to remove provisions related to construction permits, building permits, inspections, certificates of occupancy, and Fire District reviews from the LDC.

I. BACKGROUND: Staff has found during the rewrite of the Land Development Code (LDC) that specific regulations related to permitting, permit application and inspection requirements which are currently located in **LDC Article 2 and Article 20** are more appropriate in the Code of Ordinances, under **Chapter 6, Building Regulations,** as they are administrative regulations relating to permits. Thus, we have established under the Code of Ordinance, **Chapter 6 - Building Regulation, Article 1 – In General, sections 6-1 – 6-8** and recommend moving the regulations there.

II. DISCUSSION: This agenda item, **Ordinance 24-20-LC, removes** the following sections from the Land Development Code (LDC):

- 2.10.00. - Construction permits.
- 2.11.00. - Post-permit changes.
- 2.12.00. - Building permits.
- 2.13.00. - Application for building permit.
- 2.14.00. - Expiration of building permit.
- 20.05.00. Foundation surveys for certain work.
- 20.07.00. - Inspections and certificates of occupancy.
- 20.09.00. - Fire District Review

Associated **Ordinance, 21-24-CC**, **creates** the following sections in the Code of Ordinances, **Chapter 6, Building Regulations, Article I – In General, Sections 6-1 – 6-8.**

- 6-1 – Construction permits.
- 6-2 – Post-permit changes.
- 6-3 – Building permits.
- 6-4 – Application for building permits.
- 6-5 – Expiration of building permits.
- 6-6 – Foundation surveys for certain work.
- 6-7 – Inspections and certification of occupancy.
- 6-8 – Fire District Review.

Sections 6-3 and 6-4 being **created** in the Code of Ordinances are revised from the previous LDC version, because language is proposed for deletion that is no longer applicable due to changes in the City's processes:

The following language has been **removed**:

- **Items C & D, Under 2.12.00. Building permits.**

C. No nonconforming use shall be maintained until a certificate of zoning noncompliance shall have been issued by the City Manager or his designee. The certificate of zoning noncompliance shall state specifically wherein the nonconforming use differs from the provisions of this article; provided that, upon amendment of this article owners or occupants of nonconforming uses shall have six months to apply for certificates of zoning noncompliance. In cases where nonconforming uses existed at the time of enactment of Okaloosa County Ordinance No. 74-4 on March 11, 1974, certificates of zoning noncompliance shall be issued based upon facts stated in affidavits. Failure to make such application within six months shall be presumptive evidence that the property was in nonconforming use at the time of the enactment or amendment of such ordinance.

D. The City Manager or his designee shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.

- **Item B, Under 2.13.00. Application for building permit.**

B. One copy of the plans shall be returned to the applicant by the Chief Building Inspector, after he shall have marked such copy either as approved or disapproved. One copy of the plans, similarly marked, shall be retained by the City Manager or his designee for at least two years.

A. Link to Strategic Goals / Objectives: I. Financially sound City providing service excellence.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

III. CONCLUSION: Community Development's goal is to properly align the language in the LDC and the Code of Ordinances. Staff has found during the rewrite of the Land Development Code (LDC) that specific regulations related to permitting, permit application and inspection requirements which are currently located in **LDC Article 2 and Article 20** are more appropriate in the Code of Ordinances, under **Chapter 6, Building Regulations,** as they are administrative regulations relating to permits. Thus, we have established under the Code of Ordinances, **Chapter 6 - Building Regulation, Article 1 – In General, Sections 6-1 – 6-8** and recommend moving the regulations there.

At the regularly scheduled Local Planning Agency (LPA) meeting on November 21, 2024, the LPA made the recommendation that City Council approve Ordinance 24-20-LC removing the following from the LDC:

- **2.10.00. - Construction permits.**
- **2.11.00. - Post-permit changes.**
- **2.12.00. - Building permits.**
- **2.13.00. - Application for building permit.**
- **2.14.00. - Expiration of building permit.**
- **20.05.00. - Foundation surveys for certain work.**
- **20.07.00. - Inspections and certificates of occupancy.**
- **20.09.00. - Fire District Review**

It is hereby understood that the deleted sections from the LDC will be placed in the Code of Ordinance, Chapter 6 - Building regulations, Article I.

IV. RECOMMENDED MOTION: I move that the City Council approve Ordinance 24-20-LC on First Reading.

Attachments:

1. Ordinance 24-20-LC 11.11.24 Building Remove (1)
2. Business Impact Statement 24-20-LC

ORDINANCE NO. 24-20-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING ARTICLE 2 "ADMINISTRATION" AND ARTICLE 20 "BUILDING REGULATIONS" OF THE LAND DEVELOPMENT CODE TO REMOVE PROVISIONS RELATED TO CONSTRUCTION PERMITS, BUILDING PERMITS, INSPECTIONS, CERTIFICATES OF OCCUPANCY, AND FIRE DISTRICT REVIEWS FROM THE LAND DEVELOPMENT CODE; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, in order to most efficiently protect the health, safety and welfare of the public, the City Council desires to add provisions regarding construction permits, building permitting, inspections, certificates of occupancy and fire district review to the Code of Ordinances and to remove such provisions from the Land Development Code; and

WHEREAS, the City Council desires to remove building regulations from the Land Development Code and intends to subsequently amend the Code of Ordinances to include such regulations relating to construction permitting, building permitting, inspections, certificates of occupancy, and fire district review, to ensure the health and safety of the public; and

WHEREAS, City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> 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 Land Development Code that have been skipped and remain unchanged.**

SECTION 3. AMENDMENTS TO CHAPTERS 2 AND 20, LAND DEVELOPMENT CODE.

Chapters 2 and 20 of the Laned Development Code are hereby amended as follows:

***

Article 2 – ADMINISTRATION

***

~~2.10.00. - Construction permits.~~

~~After a development order has been issued, the applicant may, within 12 months of the issuance of the development order, apply for the necessary construction permits. The City shall issue the necessary construction permits if the proposed construction is consistent with and approved pursuant to the development order. If the application for a construction permit deviates from the development plan the City shall notify the applicant within five working days of the construction permit application. Warning: If the applicant has not obtained a construction permit(s) within 365 days of issuance of the development order, the development order is void and the application for plan approval must be re-initiated.~~
~~The necessary construction permits may include building permits, harbor construction permits and engineering permits.~~

~~2.11.00. - Post-permit changes.~~
~~After a construction permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of the development order without first obtaining a deviation to the order. Similarly, except for minor field modifications as may be allowed by the building codes and associated mechanical, electrical, plumbing, gas and fire safety codes (reference article 7 and Section 2.05.01 of this Code), it shall be unlawful to change, modify, alter or otherwise deviate from the terms and conditions of the construction permit without first obtaining a City-approved modification to the permit. Note: Construction standard field changes must be made available to the City Inspector for inspection purposes consistent with the building, mechanical, electrical, plumbing, gas and fire safety codes adopted by the City.~~

~~2.12.00. - Building permits.~~

~~A. No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefor, issued by the City Manager or his designee. No building permit shall be issued by the City Manager or his designee except in conformity with the provisions of this article, unless~~

he receives an order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this article.

B. No permit for erection, alteration, moving or repair of any building shall be issued until an application has been reviewed and approved by the Community Development Director or his or her designee.

C. No nonconforming use shall be maintained until a certificate of zoning noncompliance shall have been issued by the City Manager or his designee. The certificate of zoning noncompliance shall state specifically wherein the nonconforming use differs from the provisions of this article; provided that, upon amendment of this article owners or occupants of nonconforming uses shall have six months to apply for certificates of zoning noncompliance. In cases where nonconforming uses existed at the time of enactment of Okaloosa County Ordinance No. 74-4 on March 11, 1974, certificates of zoning noncompliance shall be issued based upon facts stated in affidavits. Failure to make such application within six months shall be presumptive evidence that the property was in nonconforming use at the time of the enactment or amendment of such ordinance.

D. The City Manager or his designee shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.

E. Upon application, the City Manager or his designee may issue a 12-month permit for the temporary parking of a construction trailer on a lot during the construction of a permanent structure on such lot; the construction trailer is to be removed within two weeks following the completion of construction. Renewal of a 12-month permit shall be at the discretion of the City Manager or his designee.

F. In addition to all other building permit requirements, all construction involving the paving or increasing of the impervious coverage of properties will require a building permit subject to City Engineer approval.

2.13.00. - Application for building permit.

A. All applications for building permits shall be accompanied by plans and a survey or plot plan in duplicate drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and location on the lot of buildings or improvements already existing, if any; the location of any existing easements; and the location and dimensions of the proposed buildings or alterations. The application shall include only such other information as lawfully may be required by the City Manager or his designee, including existing or proposed uses of the building and land, the number of families, housekeeping units or rental units the building is designed to accommodate, conditions existing on the lot, and such matters as may be necessary to determine conformance with, and provide for the enforcement of, this article. The application shall be certified as correct by the applicant. Complete plans are not required for buildings which are exempt from requiring an architect's signature and seal by Florida Statutes. Architects' affidavits are required in accordance with the Standard Building Code.

B. One copy of the plans shall be returned to the applicant by the Chief Building Inspector, after

he shall have marked such copy either as approved or disapproved. One copy of the plans, similarly marked, shall be retained by the City Manager or his designee for at least two years.

2.14.00. - Expiration of building permit.

If the work described in any building permit has not been initiated within six months after the date of issuance thereof, such permit shall expire. No further work as described in the expired permit shall proceed unless and until a new building permit has been obtained. Additionally, if work described in the building permit issued was commenced within six months after the date of issuance thereof, then work must be substantially completed within two years from the date of issuance.

***

Article 20 - BUILDING REGULATIONS

***

20.05.00. – Reserved. Generally.

20.05.01. *Foundation surveys for certain work.*

(A) Foundation survey requirement. For all building projects which require construction of a foundation of 100 square feet or more, a foundation survey shall be submitted to the City Building Division prior to the dry-in inspection. Such foundation survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. Any work undertaken prior to submission of the foundation survey shall be done at the builder's risk.

(B) As-built survey. For all building projects requiring a foundation survey, an as-built survey shall also be submitted to the City Building Division prior to the issuance of a certificate of occupancy. The as-built survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. No certificate of occupancy shall be issued until the Building Division has received and the Planning Division has examined the survey to determine there are no violations of city code requirements. If a violation is determined to exist, no certificate of occupancy shall be issued, no permanent electric power shall be connected and the structure shall not be occupied until the violation has been remedied.

***

20.07.00. -Reserved. Inspections and certificates of occupancy.

20.07.01. *Purpose.* This article establishes the requirement for builders and/or developers to obtain a "certificate of occupancy" prior to using any building or structure for business, residential or other uses in which the public health, safety and welfare are involved.

~~20.07.02. *Certificate of occupancy requirement.* A certificate of occupancy shall be obtained from the planning and inspections department for all buildings and structures for which utility service is required. No building or structure within the city for which utility service is required shall be occupied or used without first obtaining a certificate of occupancy from the city.~~

~~20.07.03. *Inspection requirements*. The building inspector shall inspect the construction site during each phase of construction to ensure compliance with the approved site plans and applicable codes and regulations of the city.~~

~~20.07.04. *Inspection procedures*. Upon successful completion of the final inspection of a building or structure for which utilities are required, the building inspector will authorize the utilities to be turned on. The building inspector shall conduct an operational check of all electrical, water, sewer, gas, air conditioning and heating systems, and:~~

> ~~(1) All units or systems that are found to be defective or inoperative shall be identified by the building inspector on a discrepancy form, with the original provided to the builder, contractor or developer, as appropriate, and a copy to the planning and inspections department.~~
>
> ~~(2) The builder, contractor or developer shall correct all discrepancies noted on the discrepancy form within 14 days of notification and shall certify on the original discrepancy form that corrective action has been completed. One 14-day extension may be authorized by the planning and inspections department in cases where the discrepancy cannot be corrected due to circumstances beyond the control of the builder, contractor or developer.~~
>
> ~~(3) The building inspector shall notify the planning and inspections department when the building and/or structure has received a successful final inspection, whereupon the planning and inspections department will issue a certificate of occupancy.~~

****

20.09.00. -Reserved. ~~– Fire district review.~~

~~Review of projects located in the Destin Fire District by such district is required. All Building Permits for non-residential and multi-family projects shall be approved by the Destin Fire Control District. Minor alterations, single-family and duplex dwellings are exempt. Approvals or disapprovals by the fire district are not required for issuing certificates of completion or occupancy.~~

****

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of

the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS _____ DAY OF _____, 202___.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

Community Development Department

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119|www.cityofdestin.com

Business Impact Statement for Proposed Ordinance 24-20-LC

1. Summary of proposed Ordinance 24-20-LC

An Ordinance amending Article II "Administration" and Article 20 "Building Regulations" of the Land Development Code to remove provisions related to construction permits, building permits, inspections, certificate of occupancy, and Fire District review.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None.

4. Any additional information the board determines may be useful.

None.

ITEM # 2024-826

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: December 16, 2024
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Noell Bell, Chief Building Official
Tina Deater, Community Development Director

DATE: December 3, 2024

SUBJECT: First reading of Ordinance 24-21-CC – Amending Chapter 6 of the Code of Ordinances "Buildings and Building Regulations" to address construction permits, building permits, inspections, certificates of occupancy, and Fire District reviews within the Code of Ordinances.

I. BACKGROUND: Staff has found during the rewrite of the Land Development Code (LDC) that specific regulations related to permitting, permit application and inspection requirements which are currently located in **LDC Article 2 and Article 20** are more appropriate in the Code of Ordinances, under **Chapter 6, Building Regulations,** as they are administrative regulations relating to permits. Thus, we have established under the Code of Ordinances, **Chapter 6 - Building Regulation, Article 1 – In General, Sections 6-1 – 6-8** and recommend moving the regulations there.

II. DISCUSSION: The proposed **Ordinance 24-21-CC adds** the following sections to the Code of Ordinances, **Chapter 6, Building Regulations, Article I – In General, Sections 6-1 – 6-8:**

- 6-1 – Construction permits.
- 6-2 – Post-permit changes.
- 6-3 – Building permits. (Except items C & D, from the original LDC, 2.12.00 Building permits language)
- 6-4 – Application for building permits. (Except item B, from the original LDC, 2.13.00 Application for building permit language)
- 6-5 – Expiration of building permits.
- 6-6 – Foundation surveys for certain work.
- 6-7 – Inspections and certification of occupancy.

- 6-8 – Fire District Review.

And, the associated **Ordinance 24-20-LC deletes** the following sections from the LDC:

- 2.10.00. - Construction permits.
- 2.11.00. - Post-permit changes.
- 2.12.00. - Building permits.
- 2.13.00. - Application for building permit.
- 2.14.00. - Expiration of building permit.
- 20.05.00. - Foundation surveys for certain work.
- 20.07.00. - Inspections and certificates of occupancy.
- 20.09.00. - Fire District Review

The following language was not brought over to the Code of Ordinance, as the language is **no longer applicable**due to changes in City processes:

- **Items C & D, Under 2.12.00. Building permits.**

  C. No nonconforming use shall be maintained until a certificate of zoning noncompliance shall have been issued by the City Manager or his designee. The certificate of zoning noncompliance shall state specifically wherein the nonconforming use differs from the provisions of this article; provided that, upon amendment of this article owners or occupants of nonconforming uses shall have six months to apply for certificates of zoning noncompliance. In cases where nonconforming uses existed at the time of enactment of Okaloosa County Ordinance No. 74-4 on March 11, 1974, certificates of zoning noncompliance shall be issued based upon facts stated in affidavits. Failure to make such application within six months shall be presumptive evidence that the property was in nonconforming use at the time of the enactment or amendment of such ordinance.

  D. The City Manager or his designee shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.

- **Item B, Under 2.13.00. Application for building permit.**

  B. One copy of the plans shall be returned to the applicant by the Chief Building Inspector, after he shall have marked such copy either as approved or disapproved. One copy of the plans, similarly marked, shall be retained by the City Manager or his designee for at least two years.

A. Link to Strategic Goals / Objectives: I. Financially sound City providing service excellence.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

III. CONCLUSION: Community Development's goal is to properly align the language in the LDC and the Code of Ordinances. Staff has found during the rewrite of the Land

Development Code (LDC) that specific regulations related to permitting, permit application and inspection requirements which are currently located in **LDC Article 2 and Article 20** are more appropriate in the Code of Ordinances, under **Chapter 6, Building Regulations,** as they are administrative regulations relating to permits. Thus, we have established under the Code of Ordinances, **Chapter 6 - Building Regulation, Article 1 – In General,** S**ections 6-1 – 6-8** and recommend moving the regulations there.

At the regularly scheduled Local Planning Agency (LPA) meeting on November 21, 2024, the LPA made the recommendation that City Council approve Ordinance 24-21-CC, which will create the following sections in the **Code of Ordinances under Chapter 6 – Building regulations, Article I, section 6-1 – 6-8:**

- **6-1 – Construction permits.**
- **6-2 – Post-permit changes.**
- **6-3 – Building permits.**
- **6-4 – Application for building permits.**
- **6-5 – Expiration of building permits.**
- **6-6 – Foundation surveys for certain work.**
- **6-7 – Inspections and certification of occupancy.**
- **6-8 – Fire District Review.**

IV. <u>RECOMMENDED MOTION</u>: I move that the City Council approve Ordinance 24-21-CC on First Reading.

Attachments:

1. Ordinance 24-21-CC 11.11.24 Building Add
2. Business Impact Statement 24-21-CC

ORDINANCE NO. 24-21-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES "BUILDINGS AND BUILDING REGULATIONS" TO ADDRESS CONSTRUCTION PERMITS, BUILDING PERMITS, INSPECTIONS, CERTIFICATES OF OCCUPANCY, AND FIRE DISTRICT REVIEWS WITHIN THE CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CITY CODE OF ORDINANCES; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, in order to most efficiently protect the health, safety and welfare of the public, the City Council desires to add provisions regarding construction permits, building permitting, inspections, certificates of occupancy and fire district review to the Code of Ordinances and to remove such provisions from the Land Development Code; and

WHEREAS, City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> 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 Code of Ordinances that have been skipped and remain unchanged.**

SECTION 3. AMENDMENTS TO CHAPTER 6, CITY CODE OF ORDINANCES.

Chapter 6 of the Code of Ordinances is hereby amended as follows:

***

Chapter 6. Buildings and Building Regulations.

***

ARTICLE I. - IN GENERAL

~~**Sec. 6-1 – 6-45. Reserved.**~~

Secs. 6-1. Construction Permits.

After a development order has been issued, the applicant may, within 12 months of the issuance of the development order, apply for the necessary construction permits. The City shall issue the necessary construction permits if the proposed construction is consistent with and approved pursuant to the development order. If the application for a construction permit deviates from the development plan the City shall notify the applicant within five working days of the construction permit application. Warning: If the applicant has not obtained a construction permit(s) within 365 days of issuance of the development order, the development order is void and the application for plan approval must be re-initiated.

The necessary construction permits may include building permits, harbor construction permits and engineering permits.

Secs. 6-2. Post-permit changes.

After a construction permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of the development order without first obtaining a deviation to the order. Similarly, except for minor field modifications as may be allowed by the building codes and associated mechanical, electrical, plumbing, gas and fire safety codes, it shall be unlawful to change, modify, alter or otherwise deviate from the terms and conditions of the construction permit without first obtaining a City-approved modification to the permit. Note: Construction standard field changes must be made available to the City Inspector for inspection purposes consistent with the building, mechanical, electrical, plumbing, gas and fire safety codes adopted by the City.

Secs. 6-3. Building Permits.

A. No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefor, issued by the City Manager or his designee. No building permit shall be issued by the City Manager or his designee except in conformity with the provisions of this article, unless he receives an order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this article.

B. No permit for erection, alteration, moving or repair of any building shall be issued until an application has been reviewed and approved by the Community Development Director or his or her designee.

C. Upon application, the City Manager or his designee may issue a 12-month permit for the temporary parking of a construction trailer on a lot during the construction of a permanent structure on such lot;

the construction trailer is to be removed within two weeks following the completion of construction. Renewal of a 12-month permit shall be at the discretion of the City Manager or his designee.

D. In addition to all other building permit requirements, all construction involving the paving or increasing of the impervious coverage of properties will require a building permit subject to City Engineer approval.

Secs. 6-4. Application for Building Permit.

A. Applications for building permits shall be accompanied by plans and a survey or plot plan in duplicate drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and location on the lot of buildings or improvements already existing, if any; the location of any existing easements; and the location and dimensions of the proposed buildings or alterations. The application shall include only such other information as lawfully may be required by the City Manager or his designee, including existing or proposed uses of the building and land, the number of families, housekeeping units or rental units the building is designed to accommodate, conditions existing on the lot, and such matters as may be necessary to determine conformance with, and provide for the enforcement of, this article. The application shall be certified as correct by the applicant. Complete plans are not required for buildings which are exempt from requiring an architect's signature and seal by Florida Statutes. Architects' affidavits are required in accordance with the Standard Building Code.

Secs. 6-5. Expiration of building permit.

See Section 6-47 of this Code (**105.4 Conditions of the permit. Article II, Building Code, Sec. 6-47. - Administrative amendments to the Florida Building Code, Section 101).**

Secs, 6-6. Foundation surveys for certain work.

A. Foundation survey requirement. For all building projects which require construction of a foundation of 100 square feet or more, a foundation survey shall be submitted to the City Building Division prior to the dry-in inspection. Such foundation survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. Any work undertaken prior to submission of the foundation survey shall be done at the builder's risk.

B. As-built survey. For all building projects requiring a foundation survey, an as-built survey shall also be submitted to the City Building Division prior to the issuance of a certificate of occupancy. The as-built survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by same. No certificate of occupancy shall be issued until the Building Division has received and the Planning Division has examined the survey to determine there are no violations of city code requirements. If a violation is determined to exist, no certificate of occupancy shall be issued, no permanent electric power shall be connected, and the structure shall not be occupied until the violation has been remedied.

Secs. 6-7. Inspections and certificates of occupancy.

Purpose. This article establishes the requirement for builders and/or developers to obtain a "certificate of occupancy" prior to using any building or structure for business, residential or other uses in which the public health, safety and welfare are involved.

Certificate of occupancy requirement. A certificate of occupancy shall be obtained from the Building Division once reviewed, inspected and approved by the Building, Planning, and Engineering Divisions

for which utility service is required. No building or structure within the city for which utility service is required shall be occupied or used without first obtaining a certificate of occupancy from the city.

Inspection requirements. The building inspector shall inspect the construction site during each phase of construction to ensure compliance with the approved project plans and applicable codes and regulations of the city.

Inspection procedures. Upon successful completion of the final inspection of a building or structure for which utilities are required, the building inspector will authorize the utilities to be turned on. The building inspector shall conduct an operational check of all electrical, water, sewer, gas, air conditioning and heating systems, and:

(1) All units or systems that are found to be defective or inoperative shall be identified by the building inspector on a discrepancy form, with the original provided to the builder, contractor or developer, as appropriate, and a copy to the planning and inspections department.

(2) The builder, contractor or developer shall correct all discrepancies noted on the discrepancy form within 14 days of notification and shall certify on the original discrepancy form that corrective action has been completed. One 14-day extension may be authorized by the planning and inspections department in cases where the discrepancy cannot be corrected due to circumstances beyond the control of the builder, contractor or developer.

(3) The building inspector shall notify the planning and inspections department when the building and/or structure has received a successful final inspection, whereupon the planning and inspections department will issue a certificate of occupancy.

Secs. 6-8. Fire District Review.

Review of projects located in the Destin Fire District by such district is required. All Building Permits for non-residential and multi-family projects shall be approved by the Destin Fire Control District. Minor alterations, single-family and duplex dwellings are exempt. Approvals or disapprovals by the fire district are not required for issuing certificates of completion or occupancy.

Secs. 6-9 – 6.45. -Reserved.

***

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for

any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS _____ DAY OF _____, 202___.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

Community Development Department

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119|www.cityofdestin.com

Business Impact Statement for Proposed Ordinance 24-21-CC

1. Summary of proposed Ordinance 24-21-CC

An Ordinance amending Article I in the Code of Ordinance under Chapter 6 Buildings and Building Regulations related to construction permits, building permits, inspections, certificate of occupancy, and Fire District review.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None.

4. Any additional information the board determines may be useful.

None.

ITEM # 2024-886

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2024
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Troy Williams, Code Compliance Director
Steve O'Connor, Deputy Community Development Director
Tina Deater, Community Development Director
Krystal Strickland, Finance Director

DATE: December 11, 2024

SUBJECT: First reading of Ordinance 24-23-CC - Requiring short-term rental registrations at all multifamily units (including but not limited to condominium units and apartment units) within the City of Destin; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multifamily units; renaming Article VI of Chapter 13 "Registration of Short-Term Rentals (single-family) but making no other amendments to the regulations for short-term rentals single-family homes; creating Article VI(A) of Chapter 13 "Registration of Short-Term Rentals (Multifamily); Requiring an application for such registration and authorizing registration fees for short-term rentals at multifamily units; Requiring a local responsible party for short-term rentals at multifamily units.

I. BACKGROUND: The City Council has discussed the registration of condominium short term rentals within the City on multiple occasions, and currently only requires registration for single-familty homes. At the August 19, 2024 Council meeting, discussion continued regarding registration requirements for short-term rental properties in the City, focusing on condominiums. Discussions examined how to integrate condominiums into the City's existing short-term rental registration program, including discussing potential fee structures, and ultimately the Council voted to proceed. Additionally, Council voted to direct staff to return with proposals for software that could be used to oversee the short-term rental program.

The first step in the registration process to implement short-term rental fees on condominiums and other multi-family units is to establish the registration process via ordinance, and the 2nd step is to amend the fee resolution to impose the actual fee. Ordinance 24-23-CC is before you on first reading tonight to establish the registration requirement. Amendment of the City's fee resolution would occur if this ordinance is

adopted on second reading. Proposals for software that could be used to oversee the short-term rental program will also be brought to council with the fee resolution and 2nd reading of the ordinance.

II. DISCUSSION: The City of Destin, through the Code Compliance Division, oversees the single-family residential short- and long-term rental registrations. The City of Destin does not currently oversee any multifamily units that engage in short-term rentals and these units bring a considerable number of visitors to the City each year who use and benefit from City services and infrastructure.

The population in the City of Destin is approximately 14,594 full-time residents. However, on any given day during the peak tourist/summer season there could be upwards of 80,000 additional people in the City. The Code Compliance Division currently registers and monitors approximately 1,200 single and multifamily residential units that have been registered as short- or long-term rentals. All the currently registered multifamily units are long-term rentals.

To date, GIS records indicate that there are 101 residential condominium complexes in the City and the total number of condominium parcels is 7,017 out of a total of 15,892 parcels. The latest information we've received from the TDC is that 4,741 of the condominiums in the City are collecting the County Bed Tax.

Our current Short- and Long-Term Registration fee structure is as follows:
Up to 2,499 square feet pay a $500 registration fee,
2,500-4,999 square feet pay a $600 registration fee, and
5,000+ square feet pay a $700 registration fee.

Data supplied by Avenu Insights and Analytics, which monitors active and intermittently listed rentals, shows that in Destin on September 21, 2023, there were 13,246 listings for both long and short-term rentals. However, some of these could be duplicates (possibly 61% accuracy, which equals approximately 8,100 rentals). These numbers include both single and multifamily home rentals.

The factors contributing to the decision to bring the short-term multifamily rentals under the umbrella of one short-term rental ordinance include:

- Equity;
- Impact of the multifamily short-term rentals on city services;
- Impact fees that are no longer able to be collected (due to impact fee credits on redeveloped land); and
- Forecasted General Fund revenues for the next 5 years.

The labor cost of administering the current rental registration program involves a full-time Code Compliance Officer with assistance from time to time from other Code Compliance Officers and the Division's Administrative Assistant.

As noted above, this item is the proposed Ordinance for First Reading, requiring multifamily units (condominiums and apartments) to register as short-term rentals. If

approved at the First Reading, Staff will bring back a Fee Resolution incorporating the fees approved by the Council at the August 19, 2024 meeting, for consideration at the Second Reading.

Regarding the Council request to bring back registration administration options, if the Ordinance is approved on Second Reading, Staff will requests Council approval to proceed with the procurement of a vendor to provide this service at that time. To illustrate what the approximate cost might be, Staff believes there are at least 4,700 condominiums being used as short-term rentals, based upon the bed tax collections. A quote from the registration program management company Carasoft for these services is $48.91 per year, per managed unit. Therefore, 4,700 condo rentals at $48.91, per unit would be approximately $229,877 to have an outside entity administer the program. If the City also had the outside entity managing the current 1,200 single-family and multifamily short-and long-term rentals in addition to the estimated 4,700 rental condominiums, it would come out to 5,900 rental parcels at $48.91 per unit and approximately $288,569.

Multiplying the estimated 4,700 condominium short-term rentals with the minimum $500 rental registration fee equates to $2,350,000 in registration fee collections. Subtracting the $229,877 management fees equates to $2,120,123 in net revenue for the City of Destin. If there are an additional 2,200 rental parcels, as Avenu Insights and Analytics believes there are, they could potentially generate another $1,100,000 in revenue, minus the $107,602 management fees.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence
I. 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): Taking the approximately 4,700 condominiums that are currently paying the County Bed Tax and applying the current minimum short-term rental registration fee of $500, equates to $2,350,000 in additional rental registration gross revenue, which would help significantly with the public safety needs of Destin to cover the contracts with the Sheriff's Department for law enforcement and with the Destin Fire Control District for lifeguards (FY 2025 estimate: $3,263,695).

In order for the City Code Compliance Division to oversee the additional properties this would add to the registration program, we would need to shift staff from their normal patrol/compliance duties into primarily administrative roles, which would impact the proactive enforcement level of service the Division is able to provide. To maintain and enhance the current level of service, it is recommended that an outside entity oversee the registration process for the short-term rental multifamily units as well as assume responsibility for overseeing the single and multifamily short-term and long-term rental registrations the Code Compliance Division currently oversees.

C. Level of Service (LOS): Bringing the short- and long-term rental condominiums under the City's current rental registration program allows for greater assurance of oversight, creates an equitable approach to ensuring all short-term rentals follow the same protocols and share equally in addressing impacts, and assists with public safety

needs and infrastructure sustainability.

D. Legislative Sponsor: Councilmember Torey Geile

III. CONCLUSION: Staff recommends approval of Ordinance 24-23-CC on first reading.

IV. RECOMMENDED MOTION: I move that the City Council approve, on First Reading, Ordinance 24-23-CC.

Attachments:

1. City Council Minutes 08-12-2024 Special Session
2. City Council Minutes 08-19-2024
3. Ordinance 24-23-CC STR Registration Update

MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
AUGUST 12, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM

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

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Kevin Schmidt
Councilmember Johnny King
Councilmember Jim Bagby
Councilmember John Stephens
Councilmember Dewey Destin
Councilmember Terésa Hebert

City of Destin Staff

Acting City Manager Krystal Strickland
Projects/Grants/Contract Manager Jeffrey Cozadd
Library Director Wen Livingston
Community Development Director Tina Deater
Parks & Recreation Director Lisa Firth
City Attorney Kimberly Kopp
City Clerk Rey Bailey
City Engineer Ryan Scott
HR Director Jaime Haynes
IT Director Andy Peters
Code Compliance Officer Allan Smith
Public Work Director Michael Burgess

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 5:15 PM, followed by the recitation of the Pledge of Allegiance.

A. Interim City Manager Contract.

On August 5th council meeting, the council directed the City Attorney and HR Director to negotiate an Interim City Manager contract with Mr. Larry Jones. Acting City Manager Krystal Strickland presented the proposed contract to the council.

Councilmember Bagby moved to amend paragraph 5M of the proposed contract as follows:

- **Add a statement that, "*The Interim City Manager shall adhere to the ethical standards set forth by the ICMA, FCCMA, and FLC.*"**
- **Remove the remaining language beginning on line 4 of paragraph 5M, which is a reference to the former Community Development Director's contract as Interim City Manager.**

Councilmember Hebert provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve the Interim City Manager contract, as amended, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

B. 2024 Debt Issuance RFQ Underwriters and Bank Loan

On June 3, 2024, staff brought forth a debt issuance update to the council confirming amount to borrow and proposing a timeline, process, and choice of an SEC licensed broker (underwriter). The Council adopted the following motions:

1. To approve the issuance of $25 million to underground overhead utilities from the Marler Bridge to Airport Road to complete construction of the Destin Cross Town Connector, and for the purchase of One Harbor Blvd property.
2. Direct staff to undertake a competitive solicitation for either a bank loan or an underwriter.
3. Direct staff to bring back an adjusted timeline for the 2024 debt issuance to include additional time needed to develop and route competitive solicitations.

At the August 5, 2024, regular council meeting, a motion was made to bring back revised ITN to clearly request a 10-yer amortization of principal and a 15-year amortization with a 10-year balloon.

The Finance Director presented the revised Request for Qualifications (RFQ) to be routed to Underwriters, and a revised Invitation to Negotiate (ITN) to be routed to banks that hold current BTRs with the City of Destin and that have approached the city with interest in lending over the past 24 months. She recommends the release of the RFQ and the ITN on August 15th.

Councilmember Bagby moved to release the RFQ and the ITN, as proposed on August 12, 2024, not earlier than August 15, 2024. Seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Destin requests a summary of all estimated charges to be provided to the council earlier than the date the council will need to make a decision on this matter.

C. FY 2023 Budget Vs Actuals Parks and Rec CIP and RR – <u>Informational Only</u>.

At the August 5, 2024, regular council meeting, Councilmember Bagby requested staff provide a detailed plan for the allocation of funds that were identified in the 2024 budget, that were rolled over into 2024 budget, and that remained unspent for the Parks and Recreation Department.

The Finance Director explained that in 2023, the Parks and Recreation Department had a total budget of $8.4 million. However, the city expended or encumbered a total of $15.2 million, which left $13.2 million unutilized. A significant portion of this unspent amount was associated with a planned beach acquisition, particularly the purchase of the White House at Crystal Shores, which did not go through as expected. Focusing on the renewal and replacement portion of the

budget, the allocated amount was $58,000. However, the city ended up spending $189,000, which resulted in a balance of $309,000 being carried over to the following year.

D. FY 2024 Parks and Recreation Budget vs Actuals

The Finance Director explained that the Parks and Recreation budget for FY 2024 was revisited after a request made during the August 5th meeting. Staff were asked to return with a clear motion regarding the unspent remaining funds in the budget. The Parks and Recreation Department faced a decision between two projects but prioritized the renovation of the playground at Morgan Sports Center due to the availability of grant funds, which are set to expire on October 31, 2024. Staff suggested reallocating funds from the artificial infields, field netting, and window replacement projects to initiate the playground project.

Councilmember Hebert moved to perform an internal budget transfer in the amount of $617,990 into RR572 to start renovating the playground at Morgan Sports Center. The funds shall be taken from artificial infields, field netting, and community center window projects. Motion was seconded by Councilmember Stephens.

Councilmember Destin expressed concern about reallocating funds away from the community center window repairs, highlighting the risk of deferring essential maintenance.

City staff clarified that the critical repairs to the community center windows, including stucco and roofing, are budgeted for 2025. The $200,000 allocated for window repairs in 2024 was intended for preliminary work, which would now be reallocated if the motion passed.

Councilmember Bagby sought clarification on the funds' reallocation timeline and future budget implications. Staff explained that the $200,000 for windows in 2024 would be used for the playground, with 2025 funding covering the remaining window repairs.

Concerns were raised about the adequacy of project estimates and the need for more precise bidding processes. Council members emphasized the importance of securing competitive bids, particularly for substantial projects like the playground renovation.

Councilmember Destin questioned the inclusion of a contract approval within the budget transfer motion, noting that such motions should be single subject per Robert's Rules of Order. He suggested separating the motion into two parts: one for the budget transfer and one for the contract approval.

Councilmember Hebert offered an amended motion to perform an internal budget transfer in the amount of $617,990 into RR572 to start renovating the playground at Morgan Sports Center, seconded by Councilmember Stephens.

Concerns were raised about unallocated funds ($111,000) in the Parks and Recreation budget. Staff explained that any unspent funds would remain in the renewal and replacement fund, available for future use.

Motion passed 6-1 (Council members King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no").

Councilmember Schmidt made a motion to put out a bid request for the playground renovation at the Morgan Sports Center; seconded by Councilmember Hebert.

Councilman Bagby inquired if the contract for the playground equipment was similar to state contracts used for purchasing vehicles, which offer bulk pricing through state-negotiated contracts. It was confirmed that this was a correct assumption, with the contract being handled at a national level by an entity called Omnia, a private procurement business.

Councilman Bagby expressed concerns that going out for bids might delay the project by six months, potentially leaving the sports center without a playground for the next summer. He acknowledged that while typically he would support going out for bids, he believed this contract likely provided the best price and did not want to delay the project unnecessarily. He requested additional information on other local uses of the Omnia contract to validate its pricing.

Councilmember Hebert emphasized the importance of acting swiftly due to an approaching grant submission deadline in October. Missing this deadline could result in losing a grant that could discount the playground project by up to one-third.

The council's debate highlighted a balance between ensuring the best use of taxpayer funds and the urgency of completing the playground project to avoid delays that could affect the community's use of the sports center. The council also discussed the possibility of bringing back a refreshed quote and more specific details about the grant at the next meeting.

Motion <u>failed</u> 3-4 (Council members Schmidt, King, and Geile voted "yes"; Council members Hebert, Bagby, Destin, and Stephens voted "no").

Motion by Councilmember Bagby, seconded by Councilmember Stephens, to approve the contract as written passed 6-1 (Council members King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no").

Councilmember Bagby requests staff provide the information to the council by the next council meeting as to which other jurisdictions in Northwest Florida, besides Okaloosa County TDC, that have used the OMNIA contract vehicle.

E. Fiscal Year 2025 Budget

The Finance Director gave the following presentation:

Changes since 7/15/24 Workshop#2

- **OPS + CIP REDUCTION $342K**
- **Operations (reduced $62k)**
  - **Reduce Personnel budget $400k** ($200k Sal+FICA for 3.83FTEs and $200k Benefits –Health insurance 11% to 8.3%, and no "special pay")
  - **Add $140k** for **Annexation** (opinion survey, metes & bounds, exclude $10k for special election)
  - **Increase Lifeguard $82k** from $200k to $282k

- ❖ **Add $37k** Software right-to-use (Aclarian SBITA)
- ❖ **Add $67k** Software/Workstations/Peripherals TECH FUND
- ❖ Add $10k Rentals (rent towable boom)

➢ **Capital Projects (reduced $280k)**

- ❖ **Removed** CD510 Community Development request to redesign City Hall Annex to add office space for Planning/Building/Engineering (-$150k)
- ❖ **Removed** PREQP Parks and Recreation request for Towable Boom (- $40k Boom; +$10k rent)
- ❖ **Removed** PRVEH Parks and Recreation request to purchase two new vehicles (- $80k)
- ❖ **Reduced RC216** Clement Taylor Park Renovations to $1.7m (-$260k)
- ❖ **Moved from FY24 to FY25** RC128 MSC Bathrooms/Fieldhouse for potential grant (+$250k)
- ❖ **Added** RC125 Buck Destin Bathroom sitework to be completed in FY25 (+75k). Architectural, engineering design and permitting by end of FY24.

FY 25 Proposed Budget = $65.3m

FY 2025 Uses by Category	Operating	Capital	FY 2025 PROPOSED Budget	% of Total
General Government	$ 10,873,824	$ -	$ 10,873,824	17%
Public Safety	5,938,834	164,000	6,102,834	9%
Physical Environment	461,852	14,844,975	15,306,828	23%
Transportation	2,592,035	14,036,842	16,628,877	25%
Economic Development	230,699	-	230,699	0%
Health & Human Service:	75,355	-	75,355	0%
Culture & Recreation	5,495,674	10,552,083	16,047,757	25%
Total Uses	$ 25,668,273	$ 39,597,900	$ 65,266,173	

Operational Highlights

OpsChange +3.9%

All Funds Expenditures by Type	2024 Budget	2025 Budget	Change (FY25-FY24)	Percent change FY25 vs FY24
Personnel	$ 10,447,643	$ 11,383,567	$ 935,924	8%
Contract Services	5,148,114	4,932,301	(215,813)	-4%
Operations	3,680,012	3,727,296	47,283	1%
Debt Service	3,806,588	5,625,109	1,818,522	32%
Capital Outlays	51,822,459	39,597,901	(12,224,558)	-31%
Total Expenditures	**$ 74,904,815**	**$ 65,266,174**	**$ (9,638,641)**	-15%

Operational Highlights

- **Personnel Update**
- **Bring Median Maintenance In-House**
- **Public Safety**
  - **Sheriff**
  - **Lifeguards**
  - **Code Compliance**

Personnel Highlights

130.83 FTEs (7/15/24 134.83)

	FY 2025
BASE SALARIES	$ 7,597,191
COLA	225,035
MERIT	303,077
FICA	125,783
RETIREMENT	883,315
INSURANCE	1,950,961
WORKERS COMP	163,239
OTHER (OT, RELO, UNEM	134,966
	$ 11,383,567

	FY 2025 FTEs
Gen Gov	32.85
Public Safety	22.00
Stormwater	3.00
Transportation	19.00
Culture & Rec	53.98
	130.83

Reduced from $11.7m 7/15/24

Personnel Highlights

PERSONNEL is 17% of the Total Proposed FY 2025 Budget

2.37% Cost of Living (Mar CPI) $225,035
4.0% Merit $303,077
5.0 FTE New Positions* $418,500

***fully loaded (fica, benefits, workers comp)**
freeze (do not hire in FY25): 3 vacant, 2 proposed

PRIMARY DEPARTMENT	EMP ID2	Recommended Title	Pay Plan Grade	# HRS per WEEK	FTE	7/15/24 est Fully Loaded
0151212 CITY MGR	W8 FREEZE	Content Creator - FREEZE	103	15	0.375	$ 36,840
0151932 IT	W6 FREEZE	Systems Administrator Speciali	107	40	1	$ 83,934
0151320 FINANCE	V16 FREEZE	Accounting Clerk - FREEZE	104	40	1	$ 72,037
0152442 CODE ENFORCEMENT	909 FREEZE	Code Compliance Pt-FREEZE	105	29	0.725	$ 36,938
0152442 CODE ENFORCEMENT	V28 FREEZE	Code Compliance Pt-FREEZE	105	29	0.725	$ 45,677
					3.83	$ 275,426

Personnel Highlights

5 FTE New Positions* **$ 418,500**
***fully loaded (fica, benefits, workers comp, reduced from $538,400 7/15/24)**

PRIMARY DEPARTMENT	EMP ID2	Recommended Title	Pay Plan Grade	# HRS per WEEK
0151531 COM DEV	W7	Planning Manager	112	40
0152442 CODE ENFORCEMENT	~~W1~~	~~Code Compliance Officer I~~	~~105~~	~~40~~
0154160 PUBLIC WORKS	W2	Lead Maintenance Technician	105	40
0154160 PUBLIC WORKS	W3	Maintenance Technician	103	40
0154160 PUBLIC WORKS	W4	Maintenance Technician	103	40
0154160 PUBLIC WORKS	W5	Maintenance Technician	103	40

Operational Highlights

Bring Median Maintenance In-House

	FY 2024 BUDGET	FY 2025 PROPOSED BUDGET (CITY MGR LEVEL)	FY 2026	FY2027	FY2028
PERSONNEL	$ -	$ 298,302	$ 309,020	$ 320,150	$ 331,690
CONTRACTS	336,176	-	-	-	-
OPERATIONS	-	15,750	16,230	16,720	17,220
CAPITAL EQUIPMENT	-	114,000	-	-	-
	$ 336,176	**$ 428,052**	**$ 325,250**	**$ 336,870**	**$ 348,910**

4 FTEs+ $114k in Equipment (Mowers, Truck, Trailer)
7/11/24 (only 1 bid received: $462,603)

Operational Highlights

Public Safety

- **Sheriff Contract increase $195k (6.8%) 21fte**
- **Lifeguard Contract increase $182k (282%; 2007)**
- **Code Compliance increase $85k (7%)**
  reduced from 15.5 fte to 14 fte

Department Recap	2023 Actual	2024 Budget	2024 Projection	2025 Budget	Change (FY25-FY24)
General Public Safety	$ 2,701,333	$ 3,004,053	$ 2,995,759	$ 3,398,314	$ 394,261
Code Compliance	634,911	1,213,204	1,075,319	1,298,381	85,178
Emergency Management	31,995	43,703	41,384	42,767	(936)
Total Public Safety Expenditures	**$ 3,368,239**	**$ 4,260,960**	**$ 4,112,462**	**$ 4,739,462**	**$ 478,503**

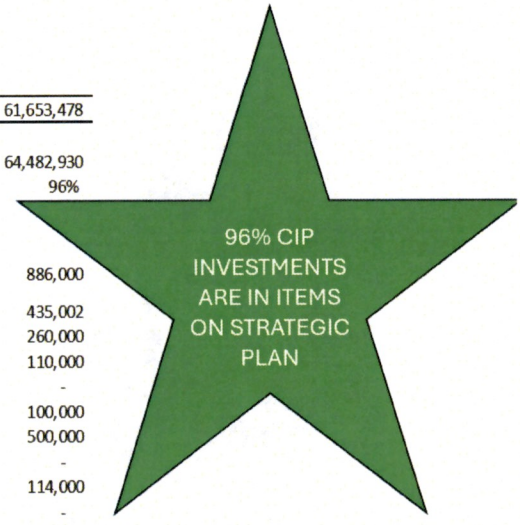
5-Year CIP

Council Objectives

	TOTAL for items on the Strategic Plan	$ 61,653,478
	Total 5-year Capital Plan	$ 64,482,930
		96%

NOT ON COUNCIL OBJECTIVE LIST:

5.1	Upgrades to Morgan Sport Center (Bathrooms; Storage; Shade; Batting Cage; Artificial infields)	886,000
5.2	Dredge Harbor Channel	435,002
5.3	Upgrade/Remodel and expand Library	260,000
5.4	Code Enforcement New Equipment	110,000
5.5	Building Inspector New Equipment	-
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000
5.7	Public Works Safety Committee - Intersection and Crossing	500,000
5.8	Wayfinding (digital and street signage)	-
xxx	Median Maintenance Equipment (start-up year)	114,000
xxx	City Hall Annex Renovations (office space for needed staff)	-
xxx	Other small projects	424,450
	TOTAL for additional projects not on Plan	$ 2,829,452



5-Year CIP

	08/06/24 Encumbr	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY25-FY29 Total
Citizen/Council Directed	1,301,601	29,189,924	2,895,000	-	-	-	32,084,924
Renewal & Replacement	537,251	6,837,125	3,626,819	5,944,201	5,466,571	4,594,835	26,469,551
Growth Necessitated & Cor	257,449	260,001	-	20,000	-	-	280,001
Other Capital Projects	1,220,595	3,310,851	1,771,801	169,801	171,901	224,100	5,648,454
Total Projects	**3,316,896**	**39,597,901**	**8,293,620**	**6,134,002**	**5,638,472**	**4,818,935**	**64,482,930**

	Citizen/Council Directed	FY 2025
CM001	Crystal Shores Beach Park Development	$ 2,532,328
CM002	Tarpon Beach Park Development	2,335,522
UNDER	Undergrounding	12,609,972
EN615	Cross-Town Connector	10,077,100
DREDG	Dredge Harbor	435,002
SW56	Mattie Kelly Naturewalk Outfall	1,200,000

Renewal & Replacement	FY 2025
Streets	$ 3,745,741
Community Center Windows/Roof	717,500
MSC Playground	717,990
MSC Athletic Field Lights	1,323,000
MSC Parking Lot Lights	64,050
MSC Field Equip Shed	50,000
Library Sign	25,000
Other (Equip, Veh)	193,844
	$ 6,837,125

Capital Improvement Program Highlights

- **Crosstown Connector $10.1m**
- **Undergrounding $12.6m (encumber delay)**
- **Tarpon & Crystal Shores Parks $4.8m**
- **Mattie Kelly Outfall at Joe's Bayou $1.2m**
- **Clement Taylor park $1.7m**
- **New Vehicles & Equipment $186k**

- **Morgan's Sport Center**
  - ✓ **Lighting (Safety - $1.38m)**
  - ✓ **Playground ($718k)** (FY24 OR FY25?)
- **Community Center**
  - ✓ **Leaky Windows & Roof ($717k)**
- **Roads & Sidewalks ($3.6m as per RR Resolution)**

New Vehicles and Equipment

Department	Proj#	Description	Estimated Cost	Comments
Community Center	CCVEH	Ford Transit Van 150, low-rise	$ 40,000	
Code Compliance	CEVEH	Ford Bronco Sport AWD	32,000	additional officers
Public Works	PWMM	John Deere Z920M Ztrak 48"	20,000	for new in-house median maintenance crew
Public Works	PWMM	John Deere Z920M Ztrak 48"	20,000	for new in-house median maintenance crew
Public Works	PWMM	John Deere Z920M Ztrak 60"	24,000	for new in-house median maintenance crew
Public Works	PWMM	Ford F150 4x4, single cab short	40,000	for new in-house median maintenance crew
Public Works	PWMM	Trailer for equipment	10,000	for new in-house median maintenance crew
			$ 186,000	

Replacement Vehicles and Equipment

Department	Proj#	Description	Estimated Cost	Comments
Code Compliance	RR052	Ford Bronco Sport (compact)	$ 32,000	Replace 2012-67 2012 Ford Fusion
Parks	RR572	John Deere Tractor	70,000	Replace REC 00-05 2000 John Deere 4500 Tractor
Morgan Sport Center	RR572	Athletic Field Mower	24,000	Replace REC 19-M2D 2019 John Deere PRO 72
Parks	RR572	Mower Zturn	24,000	Replace REC 06-M3 2006 ToroZ560 Mower
Parks	RR572	Mower Zturn	20,000	Replace REC 12-M1 2012 John Deere Z920A Z-Turn Mower
Parks	RR572	Mower Zturn	20,000	Replace REC 19-M1 2019 John Deere Ztrack Mower Z920M
			$ 190,000	

State Shared Revenues and our peers

	FL EDR Population	Municipal Revenue Sharing (State sales tax and municipal fuel tax)	Half-Cent Sales Tax (State Sales Tax)	Local Discretionary Sales Tax (Oka Half-Penny)	Communication Sales Tax (CST)	TOTAL
Destin	14,594	$ 589,616	$ 1,869,862	$ 1,637,705	$ 994,280	**$5,091,463**
Fort Walton Beach	21,120	$ 1,157,723	$ 2,706,008	$ 2,370,038	$ 1,246,378	**$7,480,147**
Crestview	27,939	$ 1,665,506	$ 3,579,695	$ 3,135,251	$ 1,037,660	**$9,418,112**

Annexing in all properties to the Walton County line would add approximately 3,215 registered voters, increasing our population by 22%

Ad Valorem

	FY 2024 Budgeted	FY 2025 Projected	Amount of Increase	% Change
GF Ad Valorem @ 1.6150	$ 11,073,048	$ 12,158,495	$ 1,085,447	9.8%
Town Center CRA (city)	616,955	678,487	61,532	10.0%
Harbor CRA (city)	494,030	557,572	63,542	12.9%
Subtotal	$ 12,184,033	$ 13,394,554	$ 1,210,521	

Rollback Rate	1.4969
Current Year proposed as percent change of rolled-back rate	7.89%

Ad Valorem at Different Millage Rates

Ad Valorem Taxes Payable per Household
Two scenarios to demonstrate the difference 1/10th of a mill creates

Property Taxable Value	1.6150	1.7150	Variance
$100,000	$161.50	$171.50	$10.00
$360,754	$582.62	$618.69	$36.08
$400,000	$646.00	$686.00	$40.00
$600,000	$969.00	$1,029.00	$60.00

City of Destin median ***taxable*** property value on all properites = **$360,754**

Funding to the City at the two Different Millage Rates

	1.6150	1.7150	
Taxable Value x Millage x 95% = total ad valorem collections			
$8,730,359,583 =	$13,394,554 or	$14,223,938	var= $829,384

Recommended Cost Recovery Areas

- **STR Registration for Condos (4200+)**
- **Building Fund: Building Permit Fees**
- **Community Development: Developer and Impact Fees**
- **NPEB ("Net Positive Environmental Benefit" for Harbor Water Quality i.e. Testing, Pump Ops & Maint): Consider annual Op Fee**

STR Registration for Condos (4200+)

- **Visitors use our parks and roadways and add significantly to cost of public safety (add'l $3.2m/year)**
- **A $100 registration fee/year would raise $420,000**

Recreation: User Fees

- **Update 2014 Recreation Cost Recovery Policy**

STR Registration for Condos (4200+)

- **Visitors use our parks and roadways and add significantly to cost of public safety (add'l $3.2m/year)**
- **A $100 registration fee/year would raise $420,000**

Recreation: User Fees

- **Update 2014 Recreation Cost Recovery Policy**

DISCUSSIONS:

Councilman Guile expressed concerns regarding the ongoing support and system upgrades from the IT vendor, Tyler Technologies, and the impact on city systems. He suggested reconsidering the elimination of the IT position, predicting significant challenges during the transition to new software.

Councilman Stevens shared his experience with IT transitions and supported retaining the position.

Councilwoman Destin inquired about the possibility of using contract help to supplement IT needs.

The IT Director explained that while contract help was an option, most issues required on-site personnel. He outlined that the new hire would handle day-to-day IT tasks, allowing experienced staff to focus on the software implementation.

Councilmember Geile moved to reconsider the decision to cut the additional IT position and proposed to reinstate it was seconded by Councilmember Hebert and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilman King expressed concerns about the adequacy of the Public Information Officer's (PIO) current resources, particularly for content creation. It was clarified that the PIO currently has a part-time content creator working 29 hours a week. The discussion focused on whether additional resources were necessary, and the possibility of hiring consultants for specific projects instead of additional part-time staff. Councilmember Hebert suggested that instead of hiring another content creator, allocating funds for professional services to hire consultants on an as-needed basis would be more effective. The PIO Director supported this approach, emphasizing the need for specialized content creators for specific tasks.

Councilmember Hebert moved to authorize the hiring of a consultant for various projects, as needed, for the Public Information Office; seconded by Councilmember Stephens.

Councilmember Bagby offered a substitute motion to add $20,000 to Contracting Services for the use of the Public Information Office for special projects; seconded by Councilmember Stephens. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Stephens revisited a previous discussion about the feasibility of reducing code compliance enforcement at night, suggesting a shift to an on-call system.

Councilmember Stephens moved to eliminate the evening shift for the Code Compliance Department; seconded by Councilmember Hebert.

Other council members strongly opposed reducing nighttime enforcement, particularly due to the high volume of noise complaints in residential areas, which predominantly occur at night; and highlighting the potential negative impact on the city's reputation.

Motion <u>failed</u> 3-4 (Council members Hebert, Geile and Stephens voted "yes"; Council members Schmidt, King, Bagby, and Destin voted "no").

The discussion shifted to the proposed increase in funding for the lifeguard program to $282,000 for FY 2025. Councilmember Guile and Councilwoman Hebert requested a detailed breakdown of the budget, similar to the one provided by the Sheriff's Department. Councilmember Bagby expressed concerns about the fairness of the funding distribution among the city, fire district, and TDD, and questioned whether additional funding sources had been considered, such as contributions from larger condo complexes.

Councilmember Schmidt moved for approval of the $282,000 for the lifeguard services contract as proposed; seconded by Councilmember Stephens. Motion passed 5-2 (Council members Schmidt, King, Destin, Geile, and Stephens voted "yes"; Council members Bagby and Hebert voted "no").

Councilman Bagby raised concerns about the budget allocation for mowers, particularly questioning the necessity of purchasing seven new mowers. He proposed a

more coordinated approach between Parks and Recreation and Public Works to reduce the number of mowers purchased.

The Parks & Recreation Deputy Director explained the current workload and the necessity for durable commercial mowers. The Council discussed the possibility of reducing the number of mowers purchased and using existing resources more efficiently.

Councilmember Bagby moved to direct staff to present a joint Public Works and Parks & Recreation departments "mower plan" at the first budget hearing; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Bagby proposed bringing median maintenance in-house, citing ongoing issues with external contractors.

Councilmember Bagby moved to bring the Median Maintenance Services in-house; seconded by Councilmember Hebert.

Councilmember Destin opposed the motion, arguing that adding more city employees would increase long-term costs.

Councilmember Hebert supported the motion, noting the difficulty in securing reliable external contractors.

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

Councilmember Bagby proposed implementing a $300 registration fee for short-term rental units in condominiums.

Councilmember Bagby moved to set a short-term rental registration condominium fee of $300 annually and direct staff to bring back a draft ordinance; seconded by Councilmember Guile.

Councilmember Schmidt raised concerns about the lack of public notice and suggested tabling the motion until the next meeting, where it could be properly discussed with public input.

Councilmember Schmidt moved to table this item to the August 19th council meeting; seconded by Councilmember Stephens. Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Destin, and Stephens voted "yes"; Councilmember Geile voted "no").

Councilman Bagby proposed revising the city's shift differential policy to provide additional compensation for code compliance officers working nights and weekends. The Human Resources Director explained the current policy, which provides a $1 per hour increase for work after 6:00 PM and on weekends.

Councilmember Bagby moved to revise the city's shift differential pay policy increasing the hourly pay for staff member working evenings and weekends to an amount not to exceed $3 more per hour; seconded by Councilmember Hebert. Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Geile, and Stephens voted "yes"; Councilmember Destin voted "no").

Councilman Bagby expressed concerns about the city's cost recovery for building permits, impact fees, and recreation fees. Council members discussed the importance of aligning fees with actual costs and the potential for adjusting current rates.

Councilmember Bagby moved to a direct staff to develop a proposed schedule of cost recovery percentages for each of the following:

- **Building Permits Fees**
- **Impact Fees**
- **Recreational Fees**
- **NPEB fees**

Motion was seconded by Councilmember Schmidt and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Bagby requests staff provide detailed breakdown of the $140,000 allocated for the Annexation Opinion Survey, as well as potential assessments related to metes and bounds legal descriptions. The Finance Director explained that a large portion of the cost was for the metes and bounds survey required by state statute.

Councilmember Destin noted that the city's original incorporation bill contained the metes and bounds description, which included all areas up to the county line and suggested that they may be able to use it.

Councilman Bagby proposed capping the budget for merit increases at $225,300, equivalent to a 2.97% increase, matching the cost-of-living adjustment (COLA).

Councilmember Bagby moved to limit the merit increase to 2.97% or $225,035.00, seconded by Councilmember Destin. Motion <u>failed</u> 3-4 (Council members Bagby, Destin, and Hebert voted "yes"; Council members Stephens, Geile, King, and Schmidt voted "no").

Councilmember Destin has expressed interest in exploring innovative merit program ideas that differ from traditional approaches. Specifically, he is looking for programs that offer monetary rewards to employees who propose effective strategies for saving money for the city.

Councilmember Destin made a motion to direct staff to report back on the total savings achieved from the 3% reduction in the operational budget. Seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Schmidt moved to decrease the light budget line item by $200,000, decrease the community center upgrade line item by $200,000, and add $400,000 to Morgan's playing field upgrades and batting cage; seconded by Councilmember Stephens. Motion failed 2-5 (Council members Schmidt and Stephens voted "yes"; Council members Hebert, Bagby, Geile, Destin, and King voted "no").

Motion by Councilmember King, seconded by Councilmember Hebert, to take $200,000 from the light budget line item and put that money as well as the $111,000 unspent fund from the FY 2024 budget, towards the Morgan's field upgrades failed 3-4 (Council members Schmidt, King, and Stephens voted "yes"; Council members Hebert, Bagby, Geile, and Destin voted "no").

Having no further business at this time, the meeting was adjourned at 9:41 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 19, 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 Johnny King
Councilmember Terésa Hebert
Councilmember John Stephens
Councilmember Kevin Schmidt
Councilmember Dewey Destin

Destin City Staff

Interim City Manager Larry Jones
IT Director Andy Peters
Library Circulation Desk Supervisor Kitty Kapps
Public Works Director Michael Burgess
Community Development Director Tina Deater
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp
City Clerk Rey Bailey
City Engineer Ryan Scott
Code Compliance Director Troy Williams
Finance Director Krystal Strickland
Public Information Director Tamara Young
Parks & Recreation Director Lisa Firth

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 the Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Agenda item 4F – *STR Condominium Registration* – has been taken from the table and back for council consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

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

2. PUBLIC COMMENTS

Mr. Ken Wampler, residing at 4320 Commons, expressed concern over the proposed fee for condominium owners, arguing it would be unfair as condo owners already manage noise,

trash, parking, and security issues through their associations. He emphasized that while the city needs to generate more revenue, targeting condo owners without providing additional services seems unjust. He suggested that any fee should apply broadly, including hotels, motels, vacation rentals, and timeshares. Additionally, he questioned whether imposing this fee was the best approach to address rising public safety costs and worried about the city building "big government" unnecessarily. He urged the council to consider more equitable solutions for funding public services.

Ms. Tiffany Edwards, a Walton County resident with properties in the city, also raised concerns about the proposed short-term rental and condo registration fee. She emphasized the importance of fairness and noted that hotels, although exempt by state law from short-term rental fees, still contribute to the tourism impact on public safety services. She recommended reconsidering the allocation of the fee, cautioning against spending large sums on compliance software. She shared insights from discussions with data companies, urging the council to verify the accuracy of rental listing data before proceeding with any decision.

Mr. Jim Wood, a Destin resident, briefly addressed the council to thank them for including items in the consent agenda that support the Destin Seafood Festival. He noted the festival would take place from September 27-29 and expressed appreciation for the continued use of local parks and parking lots for the event.

3. CONSENT AGENDA

A. 40th Annual Christmas Parade
B. Additional Staff Parking at Destin Public Library, authorization to issue Purchase Order
C. 2024 Destin Seafood Festival Shuttle Stop Request/Parking Lots
D. Approval of minutes of July 29, 2024, Special City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 3A through 3D passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

4. CITY MANAGER REPORTS

A. Approval of Purchase - New Permitting and Licensing System (MGO)

The Interim City Manager introduced the item requesting approval for a new permitting and licensing system, "My Government Online," to replace the existing Tyler EnerGov component. He stated that the new system is expected to be more cost-effective and better serve both citizens and staff. The city staff recommended approval of the request, and a representative from My Government Online was available remotely to answer questions.

Councilmember Stephens raised a concern about potential office closures during the transition, referencing past software changes that led to Friday closures for training. The city's IT Director assured that no such closures were anticipated.

Councilmember Geile moved to approve the adoption of My Government Online (MGO) and authorize the City Manager to execute the agreement with SCPDC at a monthly fee as set forth in the draft agreement. Councilmember Hebert seconded the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

B. Approval of Purchase - New Accounting System (Aclarian)

The Interim City Manager asked the council to approve a new accounting system as the city transitions away from the Tyler Munis software. The recommended replacement is a financial and budgeting software from Aclarian. Staff reviewed several alternatives and determined that Aclarian's system would meet the city's current and future financial management needs. The proposal is for a three-year contract with Aclarian.

Motion by Councilmember Stephens, seconded by Councilmember Hebert, to direct the City Manager to proceed to enter into a three-year contract with Aclarian for the provision of Financial and Budgeting Module services, passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

C. Consultant Support Services - Community Development and City Manager Office

The Interim City Manager introduces this item which involves a request for approval to issue a Request for Qualifications (RFQ). He noted that the purpose of the RFQ is to secure consulting services to support various city projects, including planning, rate analysis, grant pursuits, and the implementation of the Community Redevelopment Agency (CRA) Master Plan, the Mobility Plan, and other council-prioritized capital projects.

Additionally, the request seeks to include grant assistance to help the city's Capital Improvement Plan by researching nationwide grant opportunities and providing grant writing services. The city's current agreement for these services has expired or is expiring, necessitating this action. The proposal is for a master agreement (or agreements) with one or more firms. Specific projects will be brought back to the council for approval, ensuring there is no cost involved unless task orders are formally approved by the council. Staff recommended approval to move forward with issuing the RFQs.

Councilmember Hebert moved to direct staff to prepare an RFQ for planning, rate and grant consulting support services and bring that back to the council for review and approval at a future meeting; seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

D. City staff work schedule for Joe's Bayou

The Interim City Manager presented this item which addressed the staffing and operation of Joe's Bayou boat ramp. The city currently has three part-time positions budgeted for this role, but only one is filled, creating challenges in covering all required hours. The sole staff member works Friday through Monday, from 6:00 a.m. to 3:00 p.m. Parks and Recreation covers other

days and holidays, but concerns were raised about the lack of coverage in the late afternoons when unauthorized use of the ramp has been reported.

There were concerns about rogue operators who take advantage of the unattended ramp after 3 p.m. It was suggested that Parks staff monitor the ramp between 3 and 6 p.m., especially on weekends.

Councilmember Geile provided insights based on personal experience, noting that Parks staff on site are often ignored by those violating regulations. He expressed that without enforcement authority, Parks staff could not control the situation effectively. He suggested stronger authority or assistance from law enforcement.

Councilmember Destin supported the idea of installing live cameras at the ramp, proposing that video surveillance could help document infractions and assist law enforcement.

Councilmember Destin made a motion to direct the City Manager to investigate the cost of installing a video camera at Joe's Bayou to gather evidence of illegal activities that law enforcement personnel can use to pursue violators of the law; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

Councilmember Schmidt shared concerns about the staffing gap and supported exploring ways to staff the ramp after 3 p.m., suggesting possible pay increases or rethinking the role to make it more appealing for recruits. He also emphasized the need to start planning for better staffing for the next season.

Councilmember Stephens added that during peak summer periods, it may be beneficial to have code compliance officers present during morning hours to monitor frequent users of the ramp. He suggested this measure to identify patterns of misuse.

The council discussed alternative enforcement options, including hiring off-duty deputies to monitor the ramp during peak times. There was a proposal to investigate whether Sheriff's Posse members, who volunteer for event security, could assist, but a representative from the Sheriff's Department clarified that they lack arrest authority.

Councilmember Schmidt moved to direct the City Manager to collaborate with Human Resources, the Parks & Recreation, Code Compliance, and the Sheriff's departments to ensure that the Joe's Bayou attendant positions are fully staffed, providing complete coverage in preparation for the next season. Councilmember Stephens provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

E. Morgan Sports Center Playground

The Interim City Manager presented the Morgan Sports Center playground project. He noted that the council previously approved using the Omnia Game Time contract for playground equipment, with two requirements: confirming the final contract amount and presenting information on other local governments using the contract. He stated that the updated contract amount is $696,042, which is $222,000 less than the initial estimate. Nearby jurisdictions,

including Fort Walton Beach, Crestview, Niceville, and Walton County, have also utilized this contract.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to contract with GameTime through a piggybacking off the OMNIA contract #104851-01-06 passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

F. Short Term Rental-(STR) registration and possible STR Condominium registration

The meeting continued with a discussion about the registration requirements for short-term rental properties in the city, focusing on condominiums. This item had been tabled in the last meeting but was reinstated with the current agenda. Discussions, led by Code Compliance Director Troy Williams, examined how to integrate condominiums into the city's short-term rental registration program, including discussing potential fee structures.

Director Williams began by explaining the current system that applies to single and multifamily homes and presented options for extending these requirements to condominium rentals. He highlighted the strain that short-term rentals place on public resources such as code compliance, public safety, and beach lifeguard services. Notably, there are approximately 7,400 condominiums in the city, with an estimated 4,700 participating in short-term rentals. He suggested that applying a uniform fee based on square footage, such as $0.30 per square foot, could be an equitable way to distribute the cost of these services.

Councilmember Hebert spoke to the broader impact of short-term rentals, emphasizing the financial strain on public resources due to the influx of visitors. She highlighted a steep increase in city expenses, particularly in contracts with the Okaloosa Sheriff's Office and beach safety services. She stressed that the proposed fees aim to offset these rising costs and are not about penalizing businesses but rather addressing the needs arising from the significant seasonal population increase.

Councilmember Geile supported the square footage fee structure as a fair way to standardize fees across properties of varying sizes, noting that it aligns well with the revenue generated by larger units.

Councilmember Schmidt questioned whether the proposed fees would adequately cover the additional public safety costs, such as those for beach lifeguards and police services. Finance Director Krystal Strickland confirmed that the projected revenue from these fees would only partially cover these costs, contributing approximately 60%.

Councilmember Destin and Councilmember King both raised concerns about the fee complexity. Councilmember Destin suggested a simpler flat fee approach, arguing that this would be more straightforward and easier for property owners to comply with, while Councilmember King questioned the necessity of an increase in fees, asking for clarity on how the proposed rates were calculated.

Tabled motion from the August 12th Special City Council Meeting:

Councilmember Bagby moved to set a short-term rental registration condominium fee of $300 annually and direct staff to bring back a draft ordinance; seconded by Councilmember Schmidt.

Councilmember Geile offered a substitute motion to require short-term condominium rentals, hotels and timeshares, to be included in the city's rental registration program and establish an additional level of registration fee of thirty cents per square footage of such rentals, which will be set forth in the city's fee resolution. Motion seconded by Councilmember Hebert.

Councilmember Destin proposed an amendment to the substitute motion requiring that these properties be subject to the same fee rates as those currently outlined in the city code for short-term rentals. Motion seconded by Councilmember Hebert and passed 4-2 (Council members Schmidt, Hebert, Destin, and Geile voted "yes"; Council members Stephens and King voted "no"; Councilmember Bagby was absent from the meeting)

Vote on the substitute motion, as amended, passed 4-3 (Council members Destin, Hebert, and Schmidt voted "yes"; Council members Stephens, Geile, and King voted "no"; Mayor Wagner cast a tie-breaking vote of "yes").

Councilmember Schmidt moved to direct staff to return with proposals for software that can be used to oversee the short-term rental programs; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

G. Code Compliance Work Schedule

The Interim City Manager addressed the work schedule for the Code Compliance Department, which is currently 50% staffed, limiting the availability of evening hours. There were concerns about staffing constraints and operational needs. Discussion focused on whether to maintain the current daytime-focused schedule or to shift some coverage to evenings, acknowledging that this would reduce daytime availability.

According to the Code Compliance Director Williams, the Code Compliance Department has eight total staff members, including the director and an administrative assistant, leaving limited personnel for field operations. Due to staffing shortages, three officers are tasked with morning and afternoon crossing guard duties, which further limits the department's ability to extend service hours. Director Williams reiterated that they had already reduced hours to adapt to staffing limitations.

Councilmember Hebert moved that Code Compliance Department keeps their revised schedule with a return to expended hours in 2025; seconded by Councilmember Geile.

Councilmember Stephens proposed a substitute motion requesting that staff return with a more comprehensive scheduling proposal to be implemented until the department is fully staffed; seconded by Councilmember Geile.

The Interim City Manager confirmed that currently, the department does not have anyone on duty after 5 p.m. but is exploring options such as supplemental pay to incentivize on-call coverage.

The council discussed various staffing options, including potential increased pay or temporary reallocation of resources, and requested a comprehensive plan that addresses coverage during short-staffed periods.

Director Williams confirmed that Code Compliance is in the process of hiring new officers, with two interviews conducted recently. He assured the council that any staffing adjustments would remain within the existing budget constraints.

Councilmember Destin emphasized that if code compliance is reduced at night, it is vital to ensure the public is not informed about specific times when officers won't be on duty.

Councilmember Kevin Schmidt stressed the importance of maintaining a nighttime presence for Code Compliance, citing the risk to public safety if evening coverage is entirely dropped.

Motion passed 4-2 (Council members King, Hebert, Geile, and Stephens voted "yes"; Council members Destin and Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

The council revisited the role of Code Compliance officers as crossing guard. Councilmember Stephens proposed involving the local school in managing crossing guard duties, potentially engaging parents or school staff to help fill gaps.

Several members of the council provided support for the recommendation acknowledging the community impact of reduced crossing guard availability and considering alternative solutions.

Councilmember Stephens made a motion, seconded by Councilmember Hebert, to direct the City Manager to engage with Destin Elementary School to assist in providing crossing guard duties. The assistance could involve implementing a volunteer parent program until the city is fully staffed. Motion passed 5-1 (Council members Schmidt, King, Hebert, Geile, and Stephens voted "yes"; Councilmember Destin voted "no"; Councilmember Bagby was absent from the meeting).

H. Norriego Point Park Update

The Interim City Manager presented an update on the Norriego Point Park project, managed by the Florida Department of Environmental Protection. He noted that phase three of the recreational improvements is set to begin on September 5th, with RJ Gorman awarded the construction contract. The project is estimated to take nine months to complete. To ensure safety, the Gulf Shore Drive Extension will be closed and used as a secure staging area. The contractor

requested to keep the entire park closed for the project's duration, citing safety and liability concerns.

The Interim City Manager noted that after reviewing the construction and staging plans, staff agreed with this approach, recommending the full park closure to avoid safety risks.

Councilmember Hebert moved to direct the City Manager to work with staff and the City Attorney to close Norriego Point Park throughout the duration of the construction improvements; seconded by Councilmember Stephens.

Councilmember Destin expressed concern over closing the inlet channel areas that are frequently used and house lifeguard towers. He proposed to have staff collaborate with the contractor to explore options for keeping these areas open.

Councilmember Schmidt supported Councilmember Destin's recommendation, but proposing an update by April 1st to monitor project progress and assess if adjustments are necessary.

Councilmember Destin made a substitute motion to direct the City Manager to work with staff, the City Attorney, FDEP, and RJ Gorman Marine Construction, LLC to leave the Gulf/Inlet side of the park open throughout the duration of the construction improvements providing a status update to the council on a quarterly basis; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

I. Capital Project Status - Informational Only

Councilmember Schmidt moved to approve an internal transfer of $119,000 from the Renewal and Replacement 572 fund, designated for Parks and Recreation, to the Morgan Sports Center batting cage facility. The motion was seconded by Councilmember Stephens

Councilmember Schmidt highlighted that there were remaining funds after budget allocations to other major projects, and this internal transfer would allow Parks & Recreation Department to complete a desired improvement at the Morgan Sports Center.

The Finance Director provided clarification on the Renewal and Replacement fund, explaining that it is a general fund dedicated to Parks and Recreation. The transfer is allowable within these funds and would utilize available resources. She further noted that essential projects for the following year, such as HVAC replacements, window replacements, community center upgrades, and LED light installations, are sufficiently funded.

The Parks and Recreation Director Lisa Firth supported the proposal, emphasizing the need for an upgraded batting cage at Morgan Sports Center. She detailed that the current facility is outdated, and that the new installation would be similar to one recently added at Threadgill Park, which was initially intended for Morgan Sports Center. She stressed that this would be a beneficial addition to serve the community's children and align with the city's improvement goals.

Councilmember Destin sought clarification on whether the project would complete the entire batting cage facility. Ms. Firth responded that this transfer would facilitate a substantial upgrade but might not cover the complete facility immediately. However, it would significantly enhance recreational facilities and serve the needs of the community effectively.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

J. Operations Financial Report - Informational Only
K. TDC Monthly Report - Informational Only
L. Draft minutes of Standing Boards and Committees - Informational Only
M. Attendance Report - Volunteer Committees / Boards - Informational Only
N. Announcements:

1. Primary Elections voting occurs on Tuesday, August 21st. Voting locations are City Hall, Community Center, and United Methodist Church.
2. City Council Workshop on LDC Rewrite scheduled for Monday, August 26th , at 5:30 PM.
3. City facilities will be closed on Monday, September 2nd, in observance of the Labor Day Holiday.
4. City's Open House is scheduled for Wednesday, October 23rd. It will be held at the Destin Community Center, from 11:30 AM to 1:00 PM.
5. The Christmas Parade is scheduled for Saturday, December 14th.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 24-06-LC - Amending Article 7 - Zoning and Regulatory Controls - of the Land Development Code to modify conditions and criteria for approval For a Luxury Recreational Vehicle (RV) resorts (Formerly referred to as Luxury Motor Home Resorts).

The City Attorney read Ordinance 24-06-LC by title, and then presented it to the city council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS, OF THE LAND DEVELOPMENT CODE TO MODIFY CONDITIONS AND CRITERIA FOR APPROVAL FOR LUXURY RECREATIONAL VEHICLE (RV) RESORTS (FORMERLY REFERRED TO AS LUXURY MOTOR HOME RESORTS); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; 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 their discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember King, to adopt proposed Ordinance 24-06-LC passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

B. Second reading of Ordinance 24-07-PC, amending the Comprehensive Plan, providing for the adoption of a small-scale amendment to the Comprehensive Plan Future Land Use Map to include a change in future land use designations of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A", consisting of approximately 4.75 acres from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

The City Attorney read Ordinance 24-07-PC by title, and then presented it to the city council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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 their discussion and consideration.

Councilmember Schmidt inquired about the notification process for nearby property owners regarding the proposed zoning and land use amendment. The Community Development Director clarified that notification was indeed sent to all property owners within a 300-foot radius once the application was deemed sufficient. The notification process also included a public notice posted on the property, legal ads in local newspapers, and a photographic record of the signage, ensuring thorough community awareness.

Councilmember Schmidt further sought clarification on the project's details, specifically its purpose and requirements. The Director explained that the developers, who own an adjacent parcel were seeking this amendment to support a future development project requiring additional parking. The land use amendment and rezoning would enable the property to be incorporated into this development. Additionally, the Director mentioned that although the developers were not present to provide direct responses, they are planning a wedding venue and will return for further review as part of the major development order amendment process.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to adopt proposed Ordinance 24-07-PC passed 5-1 (Council members King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

C. Second reading of Ordinance 24-08-LC, amending the official Zoning Map as Referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A" consisting of approximately 4.75 acres, from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

The City Attorney read Ordinance 24-08-LC by title, and then presented it to the city council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENTS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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 their discussion and consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to adopt proposed Ordinance 24-08-LC passed 5-1 (Council members King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

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

A. Councilmember Stephens

B. Councilmember Geile
   1) Projects Status/Updates

Councilmember Geile highlighted that detailed updates on the capital projects are available to the public through the city's website by navigating to the regular council meeting agenda packet. The latest report, dated August 13, 2024, includes the status of all projects currently underway in Destin.

Next, Councilmember Geile provided an update on the ongoing discussions about the interlocal agreement with Destin High School. He emphasized the complexity of the request, as it encompasses multiple sports and has broader implications for local recreational resources. He noted that the school's attorney had submitted a revised draft, and a meeting was scheduled for the following day to review proposed changes. The revisions focus on access to local

recreational fields for various sports, including baseball, softball, and soccer. He also pointed out the delicate nature of providing equal access to city resources among multiple schools in and near Destin. He highlighted that Destin High School is the only high school within the city limits, and other schools have expressed interest in similar agreements, which may lead to increased requests and complications.

The City Attorney added that Destin Water Users had also received a copy of the agreement for their feedback, as they are stakeholders due to their connection with park facilities.

Councilmember Schmidt raised concerns about the potential need for a firm timeline or ultimatum for the high school's compliance. He noted that presenting the unreviewed draft directly to the council might have caused significant confusion or concern.

C. Councilmember Destin

Councilmember Dewey Destin initiated a discussion about the chain-link fence under construction around Harbor One, expressing dissatisfaction with its appearance and receiving negative public feedback. He suggested options that maintain safety without compromising the area's visual appeal.

Councilmember Destin made a motion to suspend the construction of the chain-link fence on the One Harbor property and to direct staff to present alternative options, such as signage or fences similar to those at Morgan Sports Center, or other alternatives that are more aesthetically pleasing than a chain-link fence. Councilmember Stephens provided a second to the motion.

Councilmember Hebert raised questions about the financial implications. She specifically inquired about the feasibility of refunding the $25,000 already committed to the project.

The City's Public Works Director responded, explaining that materials had already been purchased and significant labor expended. He noted that while construction could be halted, costs related to the partial completion would need to be settled with the contractor. He detailed that, thus far, fencing posts had been installed along the northern boundary by neighboring condominiums and the water's edge, with additional adjustments made to minimize visual impact.

Councilmember King expressed concern over the sudden shift in council sentiment, questioning the abandonment of initial safety motivations for the fence. He reiterated the importance of securing the seawall area to prevent trip and fall hazards.

Councilmember Destin replied, suggesting that less obtrusive fencing or signage could address safety without requiring an unsightly chain-link fence. He referenced other areas, such as the Jetties, which remain unfenced despite posing greater risks. He reiterated his preference for an alternative fencing solution that would not obstruct views or create an undesirable atmosphere.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

D. Councilmember Bagby

E. Councilmember Hebert

Councilmember Hebert moved to schedule the city's annual Christmas Party on the second Saturday of December, coinciding with the city's Christmas Parade, beginning in 2025 and continuing in future years; seconded by Councilmember Schmidt. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

Next, Councilmember Hebert raised concerns regarding ongoing code violations by renters, especially those with absentee landlords. She highlighted a specific case of a property on Main Street, owned by an individual residing in Virginia, where repeated violations have occurred. She expressed frustration over the strain on city resources caused by these continuous issues. She suggested exploring whether stricter regulations, similar to those applied to short-term rentals, could be implemented for long-term rentals. Specifically, she proposed possibly revoking rental authorizations for properties with multiple violations.

Councilmember Hebert moved to direct the City Attorney to draft an ordinance for future discussion and action, aimed at penalizing long-term property owners whose tenants repeatedly violate city codes. Motion was seconded by Councilmember Schmidt

The City Attorney confirmed that implementing a system akin to the one for short-term rentals could be possible.

Councilmember Destin addressed the issue of landlords and renters ignoring code enforcement fines, noting that fines alone are often ineffective. He pointed out that the city has the option to pursue legal action in Circuit Court to compel compliance through a court order. He emphasized that such legal actions, while more severe, could be necessary for landlords who consistently disregard fines. He acknowledged that this approach would incur additional litigation costs but could potentially include sanctions like jail time for non-compliance.

Further discussion highlighted that in cases where fines accumulate on a property, the council may have to make decisions regarding lien reductions, particularly if the property changes hands or if the owner is deceased. The City Attorney clarified that the council has the authority to reduce liens in certain cases, and that previous instances of taking matters to court have been rare but are within the council's discretion if deemed appropriate.

The motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt requested that staff research whether the city has the authority to take any action regarding the reported jet ski racing in the bayou, including the possibility of reporting the activity to the appropriate authorities.

1) Morgan Sports Center / Dalton Threadgill Park Update/Plan

Councilmember Schmidt provided the following slide presentation:

Parks/Facilities

- Destin Community Center
- Destin Sports Complex
- Morgan Sports Center
- Buck Destin Park/Facility
- Dalton Threadgill Park
- ...and more....

Destin Community Center

- Originally built in 1991 (the current one)
  - Population of Destin approximately 8,104...now nearly 14,000
- Full roof replacement in 2014
- Gym floor replaced
- New bleachers added



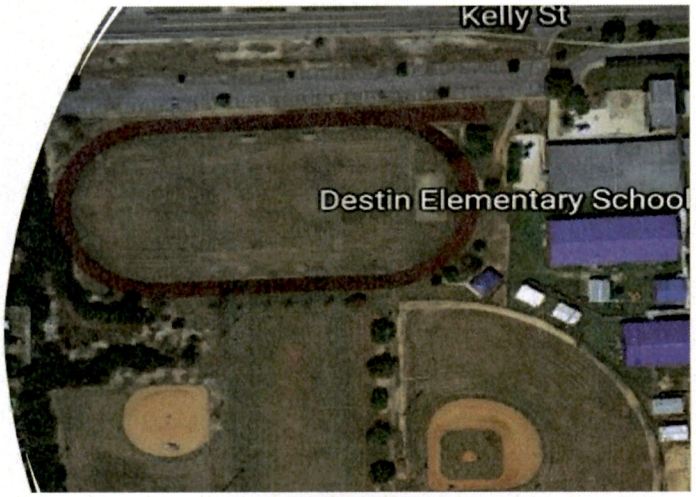
DCC continued...

- Current FY 25 Plan - Approximately $750k project for roof repair, window repair, stucco repair, front entry awning, and more...
- FY 26 Plan – TBD based on SRS Findings



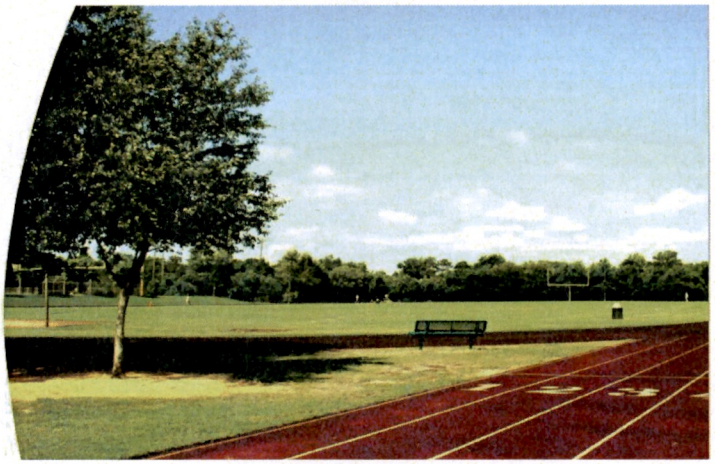
Destin Sports Complex

- Also known as Destin Elementary Fields
- Owned by Okaloosa School District
- Rubber track, 2x football/soccer field, baseball field, softball field



DSC continued...

- Lost 1 baseball field
- Softball field no longer has lights
- Current FY 25 Plan –
  - Regular maintenance
  - Review Inter-Local Agreement with OCSD



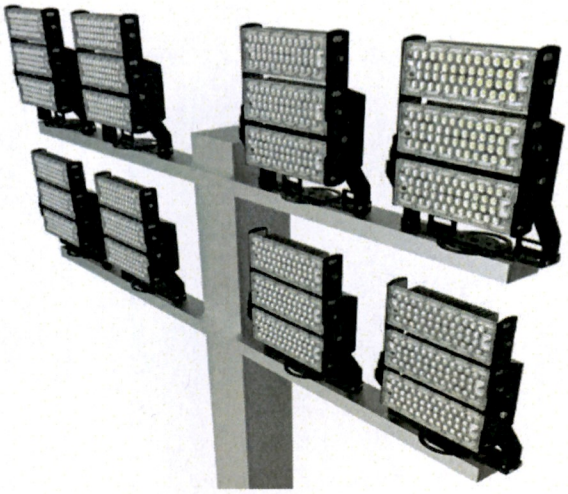
Morgan Sports Center

- Built in 2000
- 26.7 Acres owned by Destin Water Users Inc
  - 4 large baseball/softball fields (dirt/grass)
  - 3 soccer fields (grass)
  - Childrens playground
  - Sand Volleyball court
  - Concession stand
- 11.95 Acres owned by City of Destin
  - 2 small softball/baseball fields (dirt/grass)



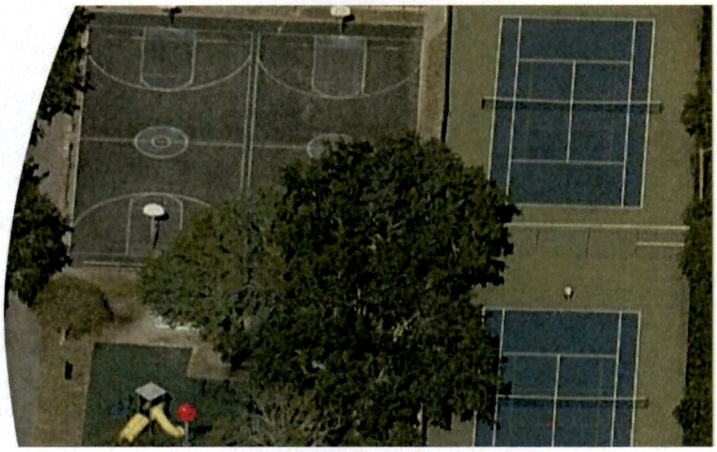
MSC continued...

- Current FY 25 Plan
  - ALL field lights to be upgraded to LED...$1.3M
  - New children's playground...$750k



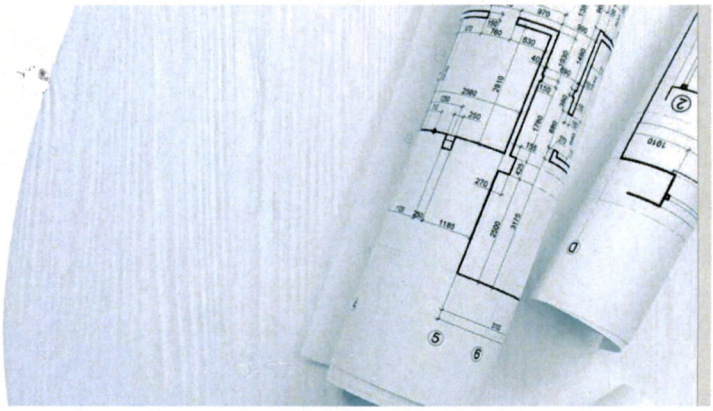
Buck Destin Park

- 2 Tennis courts
- 2 outdoor basketball courts
- Childrens playground
- Indoor meeting facility (small parties/gatherings)



BDP continued...

- Current FY 25 Plan
  - New bathroom to be installed to allow visitors to the park to use



Dalton Threadgill Park

- 3.18 Acres owned by City of Destin
  - 1 medium baseball field (dirt/grass)
  - 1 small baseball/softball field (dirt/grass)
  - 1 tee-ball field (dirt/grass)
  - Covered batting cage (4 stalls)
  - Concession stand, bathrooms
- Leased to Destin Little League, Inc. for 7 months out of the year



DTP continued...

Current FY 25 Plan – regular maintenance



Planning for the future...

- FY25 - Morgans
  - Lights/Playground/2 Turf Infields
- FY26 – Morgans
  - Bathroom/Field House/Storage
  - Sunshades over bleachers
  - Overhead safety netting
- FY25 – Community Center
  - Roof repair/windows/stucco
- FY25 – Threadgill Park
  - Property boundaries
  - Site stormwater management plan
- FY26 – Threadgill Park
  - Survey/Study to modify parking
  - 2 turf infields ($100k donation from Destin Little League)

Councilmember Schmidt moved to direct the City Manager to collaborate with staff in determining whether any of the necessary actions highlighted during his presentation regarding park facilities, which have not been previously addressed, can be incorporated into the 2025 budget. Motion seconded by Councilmember Hebert.

Councilmembers Schmidt discussed the ongoing budget process and the potential for adjusting budget priorities before the final approval. He noted the importance of clarity as the

council is preparing for the state-mandated budget hearing and inquired about the flexibility in making further adjustments before the budget's first reading on September 5th.

Councilmember Destin emphasized that the budget remains a "living, breathing, changing document" until it is formally approved. He clarified that while specific priorities might not have been comprehensively outlined, the council has already made some modifications to the budget, particularly in areas like vehicle acquisitions and the community center. He expressed his openness to considering additional adjustments if needed, as long as they could be feasibly incorporated into the fiscal year 2025 budget.

Both council members acknowledged the importance of adhering to state mandates while also ensuring that potential changes or considerations are realistically evaluated by staff, and that staff could review and provide feedback on the feasibility of incorporating any suggested changes into the budget before the formal voting process.

The motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:25 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ORDINANCE 24-23-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT-TERM RENTAL REGISTRATIONS AT ALL MULTI-FAMILY UNITS (INCLUDING BUT NOT LIMITED TO CONDOMINIUM UNITS AND APARTMENT UNITS) WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR SINGLE-FAMILY HOMES AND SHORT-TERM RENTAL REGISTRATIONS FOR MULTI-FAMILY UNITS; RENAMING ARTICLE VI OF CHAPTER 13 "REGISTRATION OF SHORT-TERM RENTALS (SINGLE FAMILY) BUT MAKING NO OTHER AMENDMENTS TO THE REGULATIONS FOR SHORT-TERM RENTALS FOR SINGLE-FAMILY HOMES; CREATING ARTICLE VI(A) OF CHAPTER 13, "REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. **AUTHORITY.** The authority for enactment of this Ordinance is Article I, Section I .0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Pan II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Code of Ordinances to provide for revisions to the short-term rental registration process to require registration for multi-family units and associated regulations; and

WHEREAS, because many of the impacts to the adjacent properties and surrounding community are different in the cases of single-family homes and multi-family units, the City Council desires to create separate regulations to address the impacts created by short-term rentals located in multi-family units and multi-family residential areas; and

WHEREAS, the City Council previously adopted a fee associated with the registration of short-term rentals in single-family homes, and desires to authorize a fee or fees for registration of all short-term rentals, which fee(s) shall be set forth in the City's fee resolution and separately approved by the City Council; and

WHEREAS. the City Council has determined that this ordinance is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in section three (3) 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 Code of Ordinances that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 13: Chapter 13 of the Code of Ordinances is hereby amended as follows:

* * *

ARTICLE VI. REGISTRATION OF SHORT-TERM RENTALS (SINGLE-FAMILY)

* * *

ARTICLE VI(A) - REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY)

* * *

Sec. 13-135~~-139~~. Registration of Multi-Family Units Required. - ~~Reserved.~~

(a) It shall be unlawful within the City of Destin, for any person to allow another person to occupy any multi-family unit for one hundred and eighty days or less, or offer such rental services within the City of Destin, unless the unit has been registered with the City of Destin in accordance with the provisions of this Article VI(A). For purposes of this Article VI(A), *short-term rental* shall mean any occupancy of a multi-family dwelling unit for a period of time between one (1) day to no more than six (6) months.

(b) No registration issued under this article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

(c) All registrations issued under the provisions of this article shall be valid for no more than one (1) year, and all registrations shall expire on May 1 of each year. Registrations that are not renewed by May 1 of each year may be renewed up to the last business day in June of that year without paying a late renewal fee. Owners who do not renew their registrations before the last business day in June shall pay the appropriate late renewal fee as established, from time to time, by the City Council of the City of Destin.

Sec. 13-136. - Fees for registration.

The City of Destin is authorized and shall charge reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the City Council of the City of Destin. If a property owner fails to register their short term rental in a timely manner, fines will be imposed consistent with the schedule of fees as amended. If a property owner fails to register their short-term rental unit within 90 days of receipt of the notice to register, the property owner is subject to code compliance proceedings.

Sec. 13-137. - Formal application required.

(a) Every property owner required to procure a registration under the provisions of this article Applications for registration shall set forth and/or include at a minimum:

(1) Address, unit number, name of the multi-family unit offered for short-term rental;
(2) Name, address, and phone number of owner of said unit;
(3) Name, address, and emergency contact phone number of responsible party for said multi-family unit, which shall be a twenty-four-hour, seven (7) days a week contact number;
(4) That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by a party with authority to address or coordinate problems associated with the multi-family unit;
(5) Proof of owner's current ownership of the multi-family unit(s);
(6) Acknowledgements by owner of the following:
    a. That all vehicles must be parked in the driveway, garage or other city approved parking space for the multi-family unit and clear of all grassy areas and sidewalk sections for pedestrian traffic pursuant to City of Destin Code of Ordinances, Section 19, Traffic and Motor Vehicles;
    b. That it shall be unlawful to allow or make any noise or sound which exceed the limits set forth in Chapter 14, Art. 2;

(b) It shall be unlawful for any person to give any false or misleading information in connection with the application for registration required by this article.

(c) The city manager or city manager's designee shall issue a registration to the applicant upon proof of the following:
(1) The owner and/or responsible party completes the City of Destin registration application form;
(2) The registration fee has been paid to the City of Destin; and
(3) Incomplete registration applications are unacceptable and requested registration shall not issue.

Sec. 13-138. - Responsible party required.

(a) Whenever any property is required to be registered under this article, the owner shall appoint a person to serve as the local responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. The owner shall notify the city manager or city manager's designee in writing of the appointment within five (5) days of being required to make such appointment, and shall thereafter notify the city manager or city manager's designee of any change of responsible party within fifteen (15) days of such change. Further, it is hereby made the affirmative duty of the responsible party to:

(1) Inform all residents prior to occupancy of the unit of applicable City of Destin Ordinances and any applicable property owners' or homeowners' association rules concerning noise, vehicle parking, occupancy limits and garbage;
    a. Information shall include, but not be limited to, the following:
        i. It is unlawful to allow or make any noise or sound which exceed the limits set forth in Chapter 14, Article 2;
        ii. All trash shall be properly disposed of in authorized receptacles for

collection. It is recognized that multi-family units typically utilize garbage dumpsters intended for all or a portion of the units, however, if any multi-family unit utilizes one or more individual trash canisters, then section 13-109(4) regulating single-family short term rentals shall apply to the multi-family unit.

iii. All requirements applicable to the multi-family unit for parking and enforcement.

iv. A list of safety information including safety procedures for any amenities including any pool, spa, fitness facility, playground, or other amenity at the property.

v. A list of contact numbers for public safety, including but not limited to the local responsible party, sheriff's office, and city code compliance office.

(2) See that the provisions of this article are complied with and promptly address any violations of this article or any violations of law, which may come to the attention of the responsible party;

(3) Be available with authority to address or coordinate problems with the rental of the unit twenty-four (24) hours a day, seven (7) days a week;

(4) Store garbage and litter in authorized receptacles for collection.

(b) Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the city manager or city manager's designee. The city manager or designee shall record properly such complaint, investigate, and take action thereon in accordance with sections 14-71—14-85, City of Destin Code of Ordinances.

(c) The city manager or city manager's designee shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.

(d) Any registration issued pursuant to this article may be denied, revoked, or suspended by the city for the violation by the owner of this article, any City of Destin Ordinance, or state law. Such denial, revocation or suspension is in addition to any penalty provided herein. Additionally, the provisions of this Article may be enforced by Chapter 14 of this Code, or by any legal or equitable means available to the City of Destin.

* * *

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may he changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SE\'ERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2025.

_____

By: Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only:

_____

Kimberly Romano Kopp, City Attorney

ORDINANCE 17-19-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO NOISE POLLUTION CONTROL; AMENDING CHAPTER 14, ARTICLE II "NOISE" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AUTHORITY AND FINDINGS OF FACT; PROVIDING FOR THE CREATION OF CODE OF ORDINANCES, CHAPTER 14, ARTICLE II, PART I. GENERAL APPLICATION; PROVIDING FOR THE CREATION OF SEC. 14-52. - TERMINOLOGY, STANDARDS, AND DEFINITIONS; PROVIDING FOR THE CREATION OF SEC. 14-53. - PURPOSE; INTENT; AUTHORITY AND RESPONSIBILITY OF CITY MANAGER OR CITY MANAGER'S DESIGNEE AND INVESTIGATING OFFICER; PROVIDING FOR THE CREATION OF SEC. 14-54. - MEASUREMENT OR ASSESSMENT OF NOISE; PROVIDING FOR THE CREATION OF CODE OF ORDINANCES, SEC. 14-55. - PROHIBITED ACTS; PROVIDING FOR THE CREATION OF SEC. 14-56. – EXEMPTIONS; PROVIDING FOR THE CREATION OF CODE OF ORDINANCES, SEC. 14-57. - ENFORCEMENT/PENALTY; PROVIDING FOR THE CREATION OF CODE OF ORDINANCES CHAPTER 14, ARTICLE II, PART II. SOUTH HARBOR MIXED USE (SHMU); PROVIDING FOR THE CREATION OF SEC. 14-58. – DEFINITIONS FOR SHMU ONLY; PROVIDING FOR THE CREATION OF SEC. 14-59. – PROHIBITIONS FOR SHMU ONLY; PROVIDING FOR THE CREATION OF CODE OF SEC. 14-60. - MEASUREMENT OF SOUND IN SHMU ONLY; PROVIDING FOR THE CREATION OF SEC. 14-61. - CLASSIFICATION OF USE OCCUPANCIES IN SHMU ONLY; PROVIDING FOR THE CREATION OF SEC. 14-62. - MAXIMUM PERMISSIBLE SOUND LEVELS BY USE OCCUPANCY IN SHMU ONLY; PROVIDING FOR THE CREATION OF SEC. 14-63. – EXEMPTIONS IN SHMU ONLY; PROVIDING FOR THE CREATION OF SEC. 14-64. - SPECIAL PERMITS IN SHMU ONLY; PROVIDING FOR THE CREATION OF SEC. 14-65. - VIOLATIONS AND PENALTIES IN SHMU ONLY; PROVIDING FOR THE CREATION OF SEC. 14-66. - ADDITIONAL REMEDIES IN SHMU ONLY; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter and section 166.021, *Florida Statutes* (2001).

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council finds that excessive and unnecessary noise interferes with the quality of life and can interfere with the health, safety and general welfare of the public.

WHEREAS, the City Council finds that in particular, excessive and unnecessary noise can cause adverse psychological and physiological effects on humans.

WHEREAS, the City Council finds that the provisions and prohibitions contained in this article are enacted in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City for its residents and visitors.

WHEREAS, the City Council finds that the subjective "plainly audible" standard is superior to the use of a decibel meter, due to evidentiary issues encountered when a decibel meter is relied upon in Court proceedings.

WHEREAS, the City Council does not intend this Ordinance to infringe, in anyway, on anyone's Constitutional rights, under the Second Amendment to the United States Constitution.

WHEREAS, the City Council of the City of Destin has determined that it is in the best interests of the residents of the City and its visitors to enact this Ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: The language in Section 3 of this ordinance that is underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged. The language in Appendix A of this ordinance that is ~~struck through~~ is language proposed to be deleted.

SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 14 OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE II NOISE. Code of Ordinances Chapter 14 Offenses and Miscellaneous Provisions, Article II Noise, is hereby amended as follows:

***

CHAPTER 14

***

ARTICLE II

***

Part I. General Application

Part I, of this Noise Ordinance shall apply to all areas of the City, except those areas located within the zoning classification known as South Harbor Mixed Use (SHMU).

Sec. 14-52. - Terminology, standards, and definitions.

(a) *Definitions*. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning:

Breach of the peace shall mean as defined in F.S. § 877.03.

Commercial or *commercial area* shall mean those areas so designated by the City of Destin Zoning Map. Specifically, "commercial" or "commercial area" shall include the following zoned

areas of land in the City of Destin: Commercial Limited (CL); Commercial General (CG); Commercial Trades and Service (CTS).

Construction shall mean any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities or similar property.

Development permit shall have the meaning as described in F.S. § 163.3164.

Demolition shall mean any dismantling, destructing or razing of structures, utilities, public or private thoroughfares, or similar property.

City Manager or *City Manager's designee* shall mean the City, City Manager or City Manager's designee, as defined in this chapter, or his/her designee.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

Explosive sound shall mean the sound made by the report of a pyrotechnic, or any type of incendiary device. Any explosive sound made as part of an official activity or exercise sponsored by the United States Military, or law enforcement, shall be exempt from this ordinance. Bullets fired from a gun do not make an Explosive sound.

Holiday weekend means the following weekends: Easter, Memorial Day, 4th of July, and Labor Day.

Investigating officer shall mean either a City of Destin Code Enforcement Officer, the City Manager, the City Manager's Designee, or a duly authorized Okaloosa County Sheriff's Deputy.

Mixed use and *mixed use area* shall mean those areas so designated by the City of Destin Zoning Map. Specifically, "mixed use" or "mixed use area" shall include the following zoned areas of land in the City of Destin: Crystal Beach Resort (CBR); Residential, Office, & Institutional – Crystal Beach Residential (ROI-CBR); Residential, Office, & Institutional – General Development (ROI-GD); Residential, Office, & Institutional – Tourist Development (ROI-TD); Residential, Office, & Institutional – Village Residential (ROI-VR); Calhoun Mixed Use (CMU); Town Center Mixed Use (TCMU); Holiday Isle Mixed Use (HIMU); Gulf Resort Mixed Use (GRMU); North Harbor Mixed Use (NHMU);Bay Resort Mixed Use (BRMU).

Motor vehicle shall mean any vehicle defined as "motor vehicle" by F.S. § 320.01(1).

Noise or *noise disturbance*, for purposes of this article, shall mean any sound produced in such quantity and for such duration that it annoys, disturbs or injures a reasonable individual of normal sensitivities, and exceeds the sound level limits set forth in this article or is plainly audible.

Person means any individual, association, partnership, corporation, or any other business entity, and includes any officer, employee, department, agency or instrumentality of the United States, the state, or any political subdivision thereof.

Plainly audible shall mean any noise or noise disturbance produced by any source, or reproduced by a radio, tape player, television, CD player, electronic audio equipment, musical instrument, sound amplifier or other mechanical or electronic sound making device that can be clearly heard by a person using his/her normal hearing faculties, at a distance as defined in subsection 14-54(c)(1) from the property line or right-of-way line of the source of the noise

disturbance. When the particular sound or noise involves words or phrases, sound or noise may be deemed as "clearly heard" even though the investigating officer cannot determine the specific words or phrases being uttered or produced. The detection of a rhythmic bass reverberating type of noise disturbance is sufficient to constitute a plainly audible sound or noise.

Property line shall mean an imaginary line along the surface of land or water, and its vertical plane extension, which separates the real property owned, rented or leased by a person from the real property owned, rented or leased by another person. Where the real property owned, rented or leased by a person abuts a waterbody, the term "property line" shall mean the established normal high water elevation of the waterbody.

Public right-of-way shall mean any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by the state, county, or municipality.

Pyrotechnics shall mean either (1) a combustible or explosive device for producing a striking display of light or a loud noise, used for signaling or as part of a celebration; (2) any device containing gunpowder or other combustible chemicals that causes a spectacular explosion when ignited, used typically for display or in celebrations; or (3) a device consisting of a combination of explosives and combustibles, set off to generate colored lights, smoke, and noise for amusement. Pyrotechnics include devices that explode on the ground, are shot in air, or both are shot in the air and explode in the air. Signal flares used for emergencies are not considered Pyrotechnics under this ordinance. Bullets fired from a gun are not a pyrotechnic.

Receiver means the location, or land use category of a location, where persons are located that are annoyed by noise or sound they hear coming from another property.

Residential and *residential area* shall mean those areas so designated by the City of Destin Zoning Map. Specifically, "residential" or "residential area" shall include the following zoned areas of land in the City of Destin: Bay Estates (BE); Crystal Beach Neighborhood (CBN); High Density Residential (HDR); Low Density Residential – Harbor (LDR-H); Low Density Residential – Holiday Isle (LDR-HI); Low Density Residential – Village (LDR-V); Medium Density Residential – Holiday Isle (MDR-HI).

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristics of such sound, including duration, intensity and frequency.

Source means the location of and the activity which emits noise or sound which is audible outside the source owner's property line.

Weekdays means any time that is not a Weekend.

Weekends means Friday 5:00 p.m. through Sunday 10:00 p.m.

Sec. 14-53. - Purpose; intent; authority and responsibility of City Manager or City Manager's designee and investigating officer.

(a) The purpose of this article is to prevent, prohibit, and also provide for the abatement of, excessive and unnecessary noise, known as noise disturbance, in order to protect the health, safety, and general welfare of people of the city.

(b) It is the intent of this article to clearly define and describe the respective authority and responsibility under this article for the City Manager or City Manager's designee and the investigating officer relating to noise disturbance investigation and enforcement, unless the noise disturbance is otherwise exempt under this article.

(c) The City Manager or City Manager's designee shall have the authority pursuant to this article to investigate and, if applicable, issue a notice of violation or civil citation as provided in this article in any case involving a noise disturbance emanating from any residential or nonresidential property that exceeds the allowable limits set forth in section 14-54 of this article.

(d) The investigating officer shall have the authority pursuant to this article to investigate and, if applicable, issue a civil or criminal citation for a violation of the plainly audible standard, as established in section 14-54, and noise disturbance complaints which may involve the consumption of alcohol or any suspected illegal activities and noise disturbance complaints involving "breach of the peace" as defined in F.S. § 877.03.

Sec. 14-54. - Measurement or assessment of noise.

(a) *Assessment of noise without sound level meter.*

(1) No person shall create a sound that is plainly audible at the time and distance requirements set forth in Table 1.

(2) Noise disturbances in violation of this subsection shall be confirmed by the investigating officer. The investigating officer who hears a noise disturbance that is plainly audible shall assess the noise disturbance by measuring the distance from the property line or right-of-way line of the source of the noise disturbance according to the following standards:

a. The primary means of detection shall be the investigating officer's normal hearing faculties, provided the investigating officer's hearing is not enhanced by any mechanical or medical device, such as a hearing aid.

b. The investigating officer shall have a direct line of sight and hearing to the real property that is the source of the noise disturbance so that the investigating officer can identify the offending source of such noise disturbance and the distance involved.

TABLE 1

MAXIMUM ALLOWABLE SOUND LEVEL LIMIT FOR A PLAINLY AUDIBLE SOUND

(as determined by the investigating officer)

Underlying Land Use Category from which Noise Emanates (as defined by the City of Destin Zoning Map)	Time of Day	Distance
COMMERCIAL & MIXED USE Bay Resort Mixed Use (BRMU);	All times.	300 feet or more.

Crystal Beach Resort (CBR); Commercial General (CG); Commercial Limited (CL); Calhoun Mixed Use (CMU); Commercial Trades & Services (CTS); Gulf Resort Mixed Use (GRMU); Holiday Isle Mixed Use (HIMU); Industrial (IN); Institutional (INST); Medium Density Residential – Village (MDR-V); North Harbor Mixed Use (NHMU); Residential, Office, and Institutional – Crystal Beach Resident (ROI-CBR); Residential, Office, and Institutional – General Development (ROI – GD); Residential, Office, and Institutional – Tourist Development (ROI-TD); Residential, Office, and Institutional – Village Residential (ROI-VR); Town Center Mixed Use (TCMU).		
RESIDENTIAL Bay Estates (BE); Crystal Beach Neighborhood (CBN); High Density Residential (HDR); Low Density Residential – Harbor (LDR-H); Low Density Residential – Holiday Isle (LDR-HI); Low Density Residential – Village (LDR-V); Medium Density Residential – Holiday Isle (MDR-HI).	All times.	150 feet or more.

Sec. 14-55. - Prohibited acts.

Subject to the provisions of section 14-59, no person shall produce, cause to be produced, or allow to be produced, by any means: (1) any explosive sound, (2) any noise disturbance on any private or public property, including a right-of-way, when such noise is plainly audible as described in section 14-54(c), or (3) when such noise is measured pursuant to section 14-54(a) & (b), and, where applicable, exceeds the applicable sound level limits set forth in section 14-54(a) & (b).

Sec. 14-56. - Exemptions.

The provisions of section 14-54 shall not apply to the following sounds:

(1) Lawn maintenance activities, from 7:00 a.m. until 9:00 p.m. on all days of the week;

(2) Aircraft and airport activity conducted in accordance with federal laws and regulations;

(3) Official law enforcement, Official Fire Fighter, Official EMT, Official First Responder, and Official military activities, including training;

(4) Emergency signals during emergencies;

(5) Emergency signal testing between 7:00 a.m. and 7:00 p.m.;

(6) Emergency work or emergency service;

(7) Generators used during or as a result of an emergency;

(8) Motor vehicles operating on a public right-of-way subject to F.S. § 316.293 and applicable federal criteria;

(9) Refuse collection vehicles, including street sweepers, while in the process of performing their intended activities;

(10) Construction or demolition activities, other than the placement of concrete as described in subsection (13) below, for which the City has issued a development permit, provided such activity occurs between 7:00 a.m. and 10:00 p.m.;

(11) Placement of concrete associated with nonresidential development activities, for which the City of Destin has issued a development permit, when conducted between 3:00 a.m. and 10:00 p.m. If placement of concrete is planned to occur prior to 7:00 a.m., notice shall be provided to surrounding residential areas or noise sensitive zones with a minimum of forty-eight (48) hours notice prior to commencement of this activity. A copy of the notice and distribution list shall be provided to the City Manager or City Manager's designee at least forty-eight (48) hours prior to commencement of this activity;

(12) Construction activities related to city, county, state or federal roads, highways or freeways;

(13) Scheduled organized activities at a publicly-owned or operated facility;

(14) Permitted public displays of fireworks;

(15) Unamplified human voices;

(16) Any motor vehicle engaged in a professional or amateur sanctioned, competitive sports event for which admission or entry fee is charged, or practice or time trials for such event, at a facility being used for such purposes as of October 15, 1995; and

(17) Outdoor events for which the organizer has been issued a special outdoor event permit by the City Manager, provided it is conducted in accordance with such permit.

(18) Air conditioners are exempt from all provisions of this Article when the equipment is functioning in accord with the manufacturer's specifications and with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute.

(19) Noises or sounds produced by, or emanating from any facilities owned or leased by, equipment owned or leased by, or individuals employed or contracted by any utility (water, gas, electric, telecommunications, etc.) serving the residents and businesses within the City.

(20) Engines operating on a vessel or boat, which have not been modified to produce more sound than the engines are capable of producing at the time they are originally manufactured.

(21) Vessel horns/air horns, or boat horns/air horns.

Sec. 14-57. - Enforcement/penalty.

(a) The City Manager or City Manager's designee, the investigating officer, any other authorized code enforcement officer, and the City shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon private property while in the discharge of duties under this article.

(b) The City Council may adopt such resolutions as are necessary to effectively administer this article.

(c) It shall be unlawful for any person to violate any provisions of this article, or any provisions of any resolution enacted pursuant to this article. The provisions of this article may be enforced by notice of violation, civil citation, or criminal citation. Any person not in compliance with this article, or any provisions of any resolution enacted pursuant to the authority of this article, may be prosecuted as provided in Article 3 and/or Article 4 this Chapter. Each violation shall be considered a separate offense.

(d) If law enforcement enforces this Article, then any person violating any provision of this Article may be punished as follows:

1. *First Offense:* A written warning notifying the offender that further violations will result in fines and potential imprisonment.

2. *Second Offense:* By a fine of one hundred dollars ($100.00).

3. *Third Offense:* By a fine of two hundred and fifty dollars ($250.00).

4. *Fourth offense or four or more violations occurring within any six months period:* Misdemeanor of the second degree punishable by a fine of no more than $500.00 or a sentence of not more than sixty (60) days in jail, or both.

5. Each hour that a noise violation exists shall constitute a separate violation of this article.

(f) The violation of any provision hereof which endangers the comfort, repose, health and peace of residents of the City of Destin is declared to be a public nuisance and the City of Destin is authorized to pursue any and all remedies therefore.

(g) Any private individual or entity may seek a private nuisance cause of action against any individual or non-governmental entity violator of any provisions of this ordinance. Unless prohibited by state or federal law, the prevailing party in any private nuisance cause of action brought against an individual or non-governmental entity under this ordinance shall be entitled to prevailing party's attorney's fees and costs in the event a civil lawsuit is filed.

Part II. South Harbor Mixed Use (SHMU)

Part II, of this Noise Ordinance shall only apply to the area of the City within the zoning classification known as South Harbor Mixed Use (SHMU).

Sec. 14-58. – Definitions for SHMU Only.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning, or for those so included, the meaning found in Ordinance 001 [section 1-2].

Ambient noise means the all encompassing noise that is normally associated with a particular environmental surrounding, usually being made up of a composite of sounds. This is sometimes referred to as background noise.

Average level means the average of the sound level over some stated period of time.

A-weighted sound level means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read in designated dBA.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

Holiday weekend means the following weekends: Easter, Memorial Day, 4th of July, and Labor Day.

Noise means any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Person means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of the United States, the state, or any political subdivision thereof.

Property line means an imaginary line along the surface and its vertical plane extension, which defines the boundary of the real property owned, rented, or leased by one (1) person from that owned, rented, or leased by another person. Intra-building real property lines are excluded.

Receiver means the location, or land use category of a location, where persons are located that are annoyed by noise or sound they hear coming from another property.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristics of such sound, including duration, intensity and frequency.

Sound level means the A-weighted sound pressure level, usually measured with a sound level meter (SLM).

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighing networks used to measure sound pressure levels.

Sound pressure level means twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure level to the reference of twenty (20) micronewtons per square meter.

Source means the location of and the activity which emits noise or sound which is audible outside the source owner's property line.

Weekend means Friday 5:00 p.m. through Sunday 10:00 p.m.

Sec. 14-59. – Prohibitions for SHMU only.

It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this article for the use occupancy.

Sec. 14-60. - Measurement of sound in SHMU only.

(a)The measurement of sound or noise shall be made with the city's sound level meter which shall meet the standards prescribed by the American National Standards Institute (ANSI). The instrument shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used at all times. Traffic, aircraft and other transportation noise sources and other noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. If the background noise interferes with the primary noise being measured, the primary noise being measured shall be limited to a level which is the greater of either the Table I value, or where combined with the ambient sound, a level which is two (2) decibels above the level of the ambient sound level measurement alone.

(b)The slow meter response of the city's sound level meter shall be used in order to best determine that the average level has not exceeded the limits set forth for the use occupancy category in Table I below. A sound level meter with a level averaging circuit may be used.

(c)The measurement shall be made at or up to fifty (50) feet beyond the property line of the property on which such noise is generated. In the event of a complaint, the measurement shall be made at or up to fifty (50) feet beyond the property line of the property on which such noise is generated in the direction of the complainant location. Any measurement shall be at least two (2) minutes in duration.

(d)In the case of an elevated or directional sound or noise source, compliance with the noise limits shall be maintained at any elevation at the boundary.

(e)The ambient sound level measurement shall be measured at the same location along the property line utilized insection 14-54(c), while the primary noise being measured is inoperative. If the primary noise being measured cannot be turned off; is not turned off or if additional sound is created to distort the ambient sound level measurement, the ambient sound level measurement will be estimated by performing a measurement in the same general area of the noise being measured.

Sec. 14-61. - Classification of use occupancies in SHMU only.

For purposes of defining "use occupancies," all premises zoned as a residential category shall be considered residential use. All premises containing transient commercial sleeping quarters legally permitted shall be considered tourist use. All premises containing business where sales, professional, or other commercial use is legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered manufacturing use. Hospitals, nursing homes, schools, libraries, and church uses shall be considered residential uses. In other cases of multiple use zones, the more restrictive zoned use category shall prevail. Any area not otherwise classified shall conform to commercial standards.

Sec. 14-62. - Maximum permissible sound levels by use occupancy in SHMU only.

No person shall operate or cause to be operated any source of sound from any use occupancy in such a manner as to create a sound level which exceeds the limits set forth in the use occupancy category in Table I.

TABLE I

Use Occupancy Category	Time	Sound Level Limit dBA
Residential (Non-holiday weekends)	6 a.m.—10 p.m. 10p.m.—6 a.m.	60 55
Residential (Holiday weekends)	6 a.m.—12 a.m. 12a.m.—6 a.m.	60 55
Luxury Motor	6 a.m.—10 p.m.	75

Home Resort	10p.m.—6 a.m.	55
Commercial or Tourist (Weekdays)	6 a.m.—10 p.m. 10p.m.—6 a.m.	70 65
Commercial or Tourist (Weekends)	6 a.m.—12 a.m. 12a.m.—2 a.m. 2 a.m.—6 a.m.	70 70 65
Manufacturing	At all times—no sound that is generated by a source facility shall be audible at the property line of the said source facility.	

Sec. 14-63. – Exemptions in SHMU only.

The following uses and activities shall be exempt from noise level regulations:

(a)Air conditioners are exempt from provisions of Table I of this article when this equipment is functioning in accord with the manufacturer's specifications and with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute. The same exception shall apply to lawn mowers, agricultural equipment and homeowners' mechanized tools during daylight hours.

(b)Nonamplified crowd noises.

(c)*Construction operations:*

(1)Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by a government agency;

(2)Provided all equipment is operated in accordance with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition;

(3)Provided construction operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Sunday for projects located adjacent to non-residential properties; and

(4)Provided construction operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday for projects located adjacent to residential properties.

(d)Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.

(e)Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.

(f)Noises resulting from emergency work as defined in section 14-52.

(g)Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the city in accordance with section 14-58. Regulation of noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained in section 14-58.

(h)Noises made by persons having obtained a permit to use the streets.

(i)All noises coming from the normal operations of aircraft (not including scale model aircraft).

(j)Those motor vehicles controlled by Florida Statutes, Section 316.293(1988), but not those motor vehicles exempted from coverage.

(k)Motor vehicles defined in F.S. (1988) § 316.293(6)(a) and (b).

(l)Vessels operated on the waters of the city muffled pursuant to F.S. § 327.65.

Sec. 14-64. - Special permits in SHMU only.

Applications for a special permit for relief from the maximum allowable noise level limits designated in this article may be made in writing to the city manager or his designee. Any special permit granted by the city manager or his designee hereunder must be in writing and shall contain all conditions upon which said special permit shall be effective. The city manager, or his designee, may grant the relief as applied for under the following conditions:

(a)The city manager or his designee may prescribe any reasonable conditions or requirements as deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound-attenuating devices.

(b)Special permits for entertainment. Special permits may be granted for the purpose of entertainment under the following conditions:

(1)The function must be open to the public (admission may be charged).

(2)The function can take place on either public or private property.

(3)The function must be staged between the hours of 9:00 a.m. and 12:00 midnight.

(4)The function must not be an ordinary event in the affairs of the applicant.

(5)A special permit for entertainment may be issued for no longer than three (3) consecutive days and is nonrenewable.

(6)If the function is to recur, it shall not recur more than four (4) times each calendar year.

(c)Special permits for non-entertainment. Special permits for non-entertainment special purposes may be issued under the following conditions:

(1)a.If the special purpose relates to the operation of a trade or business but is not in the ordinary course of that trade or business; or,

b.If the special purpose does not relate to the operation of a trade or business and is not be an ordinary event in the affairs of the applicant; and

(2)If the special purpose is a recurring purpose but does not recur more often than four (4) times each calendar year; and

(3)a.That the special purpose be absolutely necessary to the operation of the applicant's trade or business; or

b.If the special purpose does not relate to the operation of the trade or business, that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur; and

(4)Except in emergency situations, as determined by the city manager, the special permit may be issued only for four (4) hours between 7:00 a.m. and 11:00 p.m. on weekdays and 1:00 p.m. and 11:00 p.m. on weekend days.

(5)Special permits may be issued for no longer than fifteen (15) consecutive days, renewable by further application to the city manager.

(d)No special permit may be issued to permit the use of any loudspeaker or sound-amplifying device on the exterior of any building which at any time exceeds the sound level limits in Table I except those used for emergency warnings.

Sec. 14-65. - Violations and penalties in SHMU only.

(a)No acts proscribed by this article shall be deemed a violation thereof, unless and until the following conditions have been met:

(1)The city manager or his designee has issued a written warning to the offender.

(2)Within seven (7) days, the person or party causing such excessive and unnecessary noise has persisted in the creating of such noise.

(b)Any person who, after meeting the conditions outlined in subsection 14-59(a) above, violates any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars ($500.00). Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

(c)Any person or persons entitled to lawfully possess or who claims lawful possession of such property at the particular time involved shall each be responsible for compliance with this article and each may be punished for its violation as may the person actually causing such sound.

Sec. 14-66. - Additional remedies in SHMU only.

The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provisions hereof which endangers the comfort, repose, health and peace of residents in the area is declared to be a public nuisance and the City of Destin is authorized to pursue any and all remedies therefore. Nothing herein shall be construed to limit any private right of action.

* * *

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS 16TH DAY OF OCTOBER 2017

By: Scott Fisher
Scott Fisher, Mayor

ATTEST:

CITY OF DESTIN SEAL

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

Jeffrey L. Burns, City Attorney

First Reading: October 2, 2017
Second Reading: October 16, 2017

APPENDIX A

~~Sec. 14-52. - Definitions.~~

~~For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning, or for those so included, the meaning found in Ordinance 001 [section 1-2].~~

~~*Ambient noise* means the all-encompassing noise that is normally associated with a particular environmental surrounding, usually being made up of a composite of sounds. This is sometimes referred to as background noise.~~

~~*Average level* means the average of the sound level over some stated period of time.~~

~~*A-weighted sound level* means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read in designated dBA.~~

~~*Decibel (dB)* means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.~~

~~*Emergency work* means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.~~

~~*Holiday weekend* means the following weekends: Easter, Memorial Day, 4th of July, and Labor Day.~~

~~*Noise* means any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.~~

~~*Person* means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of the United States, the state, or any political subdivision thereof.~~

~~*Property line* means an imaginary line along the surface and its vertical plane extension, which defines the boundary of the real property owned, rented, or leased by one (1) person from that owned, rented, or leased by another person. Intra-building real property lines are excluded.~~

~~*Receiver* means the location, or land use category of a location, where persons are located that are annoyed by noise or sound they hear coming from another property.~~

~~*Sound* means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristics of such sound, including duration, intensity and frequency.~~

Sound level means the A-weighted sound pressure level, usually measured with a sound level meter (SLM).

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighing networks used to measure sound pressure levels.

Sound pressure level means twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure level to the reference of twenty (20) micronewtons per square meter.

Source means the location of and the activity which emits noise or sound which is audible outside the source owner's property line.

Weekend means Friday 5:00 p.m. through Sunday 10:00 p.m.

Sec. 14-53. - Prohibitions.

It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this article for the use occupancy.

Sec. 14-54. - Measurement of sound.

(a)The measurement of sound or noise shall be made with the city's sound level meter which shall meet the standards prescribed by the American National Standards Institute (ANSI). The instrument shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used at all times. Traffic, aircraft and other transportation noise sources and other noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. If the background noise interferes with the primary noise being measured, the primary noise being measured shall be limited to a level which is the greater of either the Table I value, or where combined with the ambient sound, a level which is two (2) decibels above the level of the ambient sound level measurement alone.

(b)The slow meter response of the city's sound level meter shall be used in order to best determine that the average level has not exceeded the limits set forth for the use occupancy category in Table I below. A sound level meter with a level averaging circuit may be used.

(c)The measurement shall be made at or up to fifty (50) feet beyond the property line of the property on which such noise is generated. In the event of a complaint, the measurement shall be made at or up to fifty (50) feet beyond the property line of the property on which such noise is generated in the direction of the complainant location. Any measurement shall be at least two (2) minutes in duration.

(d)In the case of an elevated or directional sound or noise source, compliance with the noise limits shall be maintained at any elevation at the boundary.

(e)The ambient sound level measurement shall be measured at the same location along the property line utilized in section 14-54(c), while the primary noise being measured is inoperative. If the primary noise being measured cannot be turned off; is not turned off or if additional sound is created to distort the ambient sound level measurement, the ambient sound level measurement will be estimated by performing a measurement in the same general area of the noise being measured.

Sec. 14-55. - Classification of use occupancies.

For purposes of defining "use occupancies," all premises zoned as a residential category shall be considered residential use. All premises containing transient commercial sleeping quarters legally permitted shall be considered tourist use. All premises containing business where sales, professional, or other commercial use is legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered manufacturing use. Hospitals, nursing homes, schools, libraries, and church uses shall be considered residential uses. In other cases of multiple use zones, the more restrictive zoned use category shall prevail. Any area not otherwise classified shall conform to commercial standards.

Sec. 14-56. - Maximum permissible sound levels by use occupancy.

No person shall operate or cause to be operated any source of sound from any use occupancy in such a manner as to create a sound level which exceeds the limits set forth in the use occupancy category in Table I.

TABLE I

Use Occupancy Category	Time	Sound Level Limit dBA
Residential (Non-holiday weekends)	6 a.m. 10 p.m. 10p.m. 6 a.m.	60 55
Residential (Holiday weekends)	6 a.m. 12 a.m. 12a.m. 6 a.m.	60 55
Luxury Motor Home Resort	6 a.m. 10 p.m. 10p.m. 6 a.m.	75 55
Commercial or Tourist	6 a.m. 10 p.m.	70

(Weekdays)	10p.m. - 6 a.m.	65
Commercial or Tourist (Weekends)	6 a.m. - 12 a.m. 12a.m. - 2 a.m. 2 a.m. - 6 a.m.	70 70 65
Manufacturing	At all times - no sound that is generated by a source facility shall be audible at the property line of the said source facility.	

Sec. 14-57. - Exemptions.

The following uses and activities shall be exempt from noise level regulations:

(a)Air conditioners are exempt from provisions of Table I of this article when this equipment is functioning in accord with the manufacturer's specifications and with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute. The same exception shall apply to lawn mowers, agricultural equipment and homeowners' mechanized tools during daylight hours.

(b)Nonamplified crowd noises.

(c)*Construction operations:*

(1)Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by a government agency;

(2)Provided all equipment is operated in accordance with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition;

(3)Provided construction operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Sunday for projects located adjacent to non-residential properties; and

(4)Provided construction operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday for projects located adjacent to residential properties.

(d)Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.

(e)Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.

(f)Noises resulting from emergency work as defined in section 14-52.

(g)Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the city in accordance with section 14-

58. Regulation of noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained in section 14-58.

(h)Noises made by persons having obtained a permit to use the streets.

(i)All noises coming from the normal operations of aircraft (not including scale model aircraft).

(j)Those motor vehicles controlled by Florida Statutes, Section 316.293(1988), but not those motor vehicles exempted from coverage.

(k)Motor vehicles defined in F.S. (1988) § 316.293(6)(a) and (b).

(l)Vessels operated on the waters of the city muffled pursuant to F.S. § 327.65.

Sec. 14-58. - Special permits.

Applications for a special permit for relief from the maximum allowable noise level limits designated in this article may be made in writing to the city manager or his designee. Any special permit granted by the city manager or his designee hereunder must be in writing and shall contain all conditions upon which said special permit shall be effective. The city manager, or his designee, may grant the relief as applied for under the following conditions:

(a)The city manager or his designee may prescribe any reasonable conditions or requirements as deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound-attenuating devices.

(b)Special permits for entertainment. Special permits may be granted for the purpose of entertainment under the following conditions:

(1)The function must be open to the public (admission may be charged).

(2)The function can take place on either public or private property.

(3)The function must be staged between the hours of 9:00 a.m. and 12:00 midnight.

(4)The function must not be an ordinary event in the affairs of the applicant.

(5)A special permit for entertainment may be issued for no longer than three (3) consecutive days and is nonrenewable.

(6)If the function is to recur, it shall not recur more than four (4) times each calendar year.

(c)Special permits for non-entertainment. Special permits for non-entertainment special purposes may be issued under the following conditions:

(1)a.If the special purpose relates to the operation of a trade or business but is not in the ordinary course of that trade or business; or,

b.If the special purpose does not relate to the operation of a trade or business and is not be an ordinary event in the affairs of the applicant; and

(2)If the special purpose is a recurring purpose but does not recur more often than four (4) times each calendar year; and

(3)a.That the special purpose be absolutely necessary to the operation of the applicant's trade or business; or

b.If the special purpose does not relate to the operation of the trade or business, that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur; and

(4)Except in emergency situations, as determined by the city manager, the special permit may be issued only for four (4) hours between 7:00 a.m. and 11:00 p.m. on weekdays and 1:00 p.m. and 11:00 p.m. on weekend days.

(5)Special permits may be issued for no longer than fifteen (15) consecutive days, renewable by further application to the city manager.

(d)No special permit may be issued to permit the use of any loudspeaker or sound-amplifying device on the exterior of any building which at any time exceeds the sound level limits in Table I except those used for emergency warnings.

Sec. 14-59. - Violations and penalties.

(a)No acts proscribed by this article shall be deemed a violation thereof, unless and until the following conditions have been met:

(1)The city manager or his designee has issued a written warning to the offender.

(2)Within seven (7) days, the person or party causing such excessive and unnecessary noise has persisted in the creating of such noise.

(b)Any person who, after meeting the conditions outlined in subsection 14-59(a) above, violates any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars ($500.00). Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

(c)Any person or persons entitled to lawfully possess or who claims lawful possession of such property at the particular time involved shall each be responsible for compliance with this article and each may be punished for its violation as may the person actually causing such sound.

Sec. 14-60. - Additional remedies.

The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provisions hereof which endangers the comfort, repose, health and peace of residents in the area is declared to be a public nuisance and the City of Destin is authorized to pursue any and all remedies therefore. Nothing herein shall be construed to limit any private right of action.